



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, February 16, 2021

Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packets are available for public inspection in the City Clerk's office at 550 E. 6th Street during normal business hours

AGENDA

MEETING PARTICIPATION NOTICE

This meeting will be conducted utilizing teleconference communications and will be recorded for live streaming. All City of Beaumont public meetings will be available via live streaming and made available on the City's official YouTube webpage. Please use the following link during the meeting for live stream access.

BeaumontCa.gov/Livestream

Public comments will be accepted using the following options.

1. Written comments will be accepted via email and will be read aloud during the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Comments can be submitted anytime prior to the meeting as well as during the meeting up until the end of the corresponding item. Please submit your comments to: **NicoleW@BeaumontCA.gov**
2. Phone-in comments will be accepted by joining a conference line prior to the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Please use the following phone number to join the call:
(951) 922 - 4845

In compliance with the American Disabilities Act, if you require special assistance to participate in this meeting, please contact the City Clerk's office using the above email or call **(951) 572 - 3196**. Notification 48 hours prior to a meeting will ensure the best reasonable accommodation arrangements.

CLOSED SESSION - 5:00 PM

A Closed Session of the City Council / Beaumont Financing Authority / Beaumont Utility Authority / Beaumont Successor Agency (formerly RDA)/Beaumont Parking Authority / Beaumont Public Improvement Authority may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators and conference with legal counsel regarding pending litigation. Any public comment on Closed Session items will be taken prior to the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session will be made in the City Council Chambers.

CALL TO ORDER

Mayor Lara, Mayor Pro Tem White, Council Member Martinez, Council Member Fenn, Council Member Santos

Public Comments Regarding Closed Session

- 1. Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4) - One potential case**
- 2. Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1) One Case: City of Beaumont v. Norton Rose**

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER

Mayor Lara, Mayor Pro Tem White, Council Member Martinez, Council Member Fenn, Council Member Santos

Report out from Closed Session
Action on any Closed Session Items
Action of any Requests for Excused Absence
Pledge of Allegiance
Approval / Adjustments to the Agenda
Conflict of Interest Disclosure

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

Any one person may address the City Council on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give it to the City Clerk. There is a three (3) minute time limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the City Council from discussing or taking actions brought up by your comments.

CONSENT CALENDAR

Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items. Approval of all Ordinances and Resolutions to be read by title only.

- 1. Approval of Minutes**

Recommended Action:

Approve minutes dated February 2, 2021.

2. Request from the San Gorgonio Pass Historical Society for a Donation of Surplus Property

Recommended Action:

Approve the request from the San Gorgonio Pass Historical Society for a donation of surplus property.

PUBLIC HEARINGS

Approval of all Ordinances and Resolutions to be read by title only.

3. Hold a Public Hearing and Adopt Final One (1) Year Extension of Ordinance No. 1121 of an Interim Urgency Ordinance for a Temporary Moratorium Prohibiting Tire Sales and Tire Repair Establishments

Recommended Action:

Hold a Public Hearing, and

Waive the full reading and adopt by title only, "One Year Extension of Ordinance No. 1121 Being an Interim Urgency Ordinance of the City of Beaumont, Enacting a Temporary Moratorium Prohibiting Tire Sales and Tire Repair Establishments, Pursuant to Government Code Section 65858."

ACTION ITEMS

Approval of all Ordinances and Resolutions to be read by title only.

4. First Amendment to the Professional Services Agreements with Chambers Group, Inc., and PlaceWorks, Inc., for On-Call Environmental Services for a One-Year Extension through July 1, 2022

Recommended Action:

Approve one-year extensions to the Professional Services Agreements with Chambers Group, Inc., and PlaceWorks, Inc., for on-call environmental services.

5. Approval of Purchase Order, Not to Exceed \$100,000 for SCADA Services Provided by SKM Engineering, LLC

Recommended Action:

Approve purchase order in the amount not to exceed \$100,000 for SCADA services by SKM Engineering, LLC.

6. Authorize City Staff to Create a Facilities Use Agreement with the Fellowship Church for Establishment of an Incident Command Post to be Used in the Event of Floods, Mud Slides and Debris Flows Resulting from the Apple Fire and El Dorado Fires

Recommended Action:

Authorize City staff to create a facilities use agreement with Fellowship Church for continued use of the facilities at the church.

7. Report from City Staff Regarding the Execution of Non-Consensual Towing Services Agreements

Recommended Action:

Receive and file. Under Beaumont Municipal Code 5.51.080, the Chief of Police has the authority to execute towing services on behalf of the City.

8. Approval to Replace/Update ALPR Technology

Recommended Action:

Approve the purchase of updated ALPR technology for the Police Department from SLESA funding,
Approve annual maintenance and support fees to be paid from the general fund, and
Authorize the City Manager to sign the Vigilant Enterprise Service Agreement.

9. Contract for Investment Advisor and Portfolio Management Services

Recommended Action:

Approve a three-year contract with Public Trust Advisors, LLC, to perform investment advisor and portfolio management services with options for 2 one-year extensions.

10. Approval of the City of Beaumont Legislative Platform for 2021

Recommended Action:

Approve the 2021 Legislative Platform as proposed.

11. Approval of City Attorney Invoices for the Month of January 2021

Recommended Action:

Approve invoices in the amount of \$78,225.00.

LEGISLATIVE UPDATES AND DISCUSSION

COUNCIL REPORTS

- Santos
- Fenn
- Martinez
- White
- Lara

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Finance and Audit Committee Report Out and City Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURNMENT

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, March 2, 2021, at 5:00 p.m., unless otherwise posted.

Beaumont City Hall – Online www.BeaumontCa.gov



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, February 02, 2021

Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packets are available for public inspection in the City Clerk's office at 550 E. 6th Street during normal business hours

MINUTES

CLOSED SESSION - 5:00 PM

A Closed Session of the City Council / Beaumont Financing Authority / Beaumont Utility Authority / Beaumont Successor Agency (formerly RDA)/Beaumont Parking Authority / Beaumont Public Improvement Authority may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators and conference with legal counsel regarding pending litigation. Any public comment on Closed Session items will be taken prior to the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session will be made in the City Council Chambers.

CALL TO ORDER at 5:03 p.m

Present: Mayor Lara, Mayor Pro Tem White, Council Member Martinez, Council Member Fenn, Council Member Santos

Public Comments Regarding Closed Session

No comments

1. Conference with Legal Counsel - Anticipated Litigation - Significant exposure to Litigation Pursuant to Paragraph (2), (3) or (4) of Subdivision (d) of Section 54956.9 - One Case: Potential Breach of Settlement Agreement Mozafar Behzad, Hamid Roknian and Rozita Roknian Regarding Tentative Tract Map 32850

Motion by Mayor Pro Tem White

Second by Mayor Lara

To approve an amendment to the existing settlement agreement.

Approved by a unanimous vote.

- 2. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations: Beaumont Police Officers Association and SEIU

No reportable action.

- 3. Conference with Legal Counsel Regarding Anticipated/Existing Litigation - Pursuant to Government Code Section Page 1 of 271 54956.9(d)(1) and/or (2) and/or (3). (Worker’s Compensation Case Nos. COBM-0101 and COBM-0109)

No reportable action.

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER at 6:07 p.m.

Present: Mayor Lara, Mayor Pro Tem White, Council Member Martinez, Council Member Fenn, Council Member Santos

Report out from Closed Session: *see above*

Action on any Closed Session Items

Action of any Requests for Excused Absence: **None**

Pledge of Allegiance

Approval / Adjustments to the Agenda: **None**

Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

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No comments.

CONSENT CALENDAR

Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items. Approval of all Ordinances and Resolutions to be read by title only.

- 1. Approval of Minutes

Recommended Action:

Approve Minutes dated January 19, 2021.

2. Ratification of Warrants

Recommended Action:

Ratification of Warrants dated:

October 8, 2020

October 15, 2020

October 22, 2020

October 29, 2020

November 12, 2020

November 19, 2020

November 25, 2020

December 4, 2020

3. Accept Performance and Payment Bonds and Security Agreement for Traffic Signal Improvements at the Intersection of Potrero Boulevard and Fourth Street

Recommended Action:

Accept performance and payment bonds and security agreement for traffic signal improvements at the intersection of Potrero Boulevard and Fourth Street.

4. Accept Survey Monumentation for Tract Nos. 31468-6, 31468-7, 31469-4, 31469-6, 31469-7, 31469-8, 31469-9, and 37426; Authorize the Mayor to Sign the Certificate of Acceptance; and Authorize the City Manager to Exonerate the Associated Monumentation Bonds

Recommended Action:

Accept survey monumentation for Tract Nos. 31468-6, 31468-7, 31469-4, 31469-6, 31469-7, 31469-8, 31469-9, & 37426;

Authorize the Mayor to sign the Certificate of Acceptance; and

Authorize the City Manager to exonerate the associated monumentation bonds.

**Motion by Mayor Pro Tem White
Second by Council Member Martinez
To approve the Consent Calendar.**

Approved by a unanimous vote.

PUBLIC HEARINGS

Approval of all Ordinances and Resolutions to be read by title only.

ACTION ITEMS

Approval of all Ordinances and Resolutions to be read by title only.

5. FY 2020 Audited Financial Statements and Internal Control Findings

**Motion by Mayor Lara
Second by Mayor Pro Tem White**

To receive and file the FY 2020 Audited Financial Statements and associated reports.

Approved by a unanimous vote.

6. First Amendment to the Professional Service Agreements with Interwest Consulting Group, Inc., Scott Fazekas and Associates, Inc. and Willdan Engineering for Building and Plan Check Services for One-Year Extension through July 1, 2022

Motion by Mayor Pro Tem White

Second by Council Member Martinez

To approve of one-year extensions to the Professional Service Agreements with Interwest Consulting Group, Inc., Scott Fazekas and Associates, Inc., and Willdan Engineering for building and plan check services.

Approved by a unanimous vote.

7. Approval of the Second Amendment to the Professional Services Agreement with Moffatt & Nichol for Environmental Documentation Services for Pennsylvania Avenue Widening Project in the Amount of \$64,528 with the Total Contract Amount Not to Exceed \$411,669

Motion by Mayor Pro Tem White

Second by Mayor Lara

To approve of the Second Amendment to the Professional Services Agreement with Moffatt & Nichol for Environmental Documentation Services for the I-10 / Pennsylvania Avenue Interchange Improvement Project, Pennsylvania Avenue Widening Project, and Pennsylvania Avenue Grade Separation Project in the amount of \$64,528 with the total contract amount not to exceed \$411,669; and authorize the Mayor to execute the amendment on behalf of the City.

Approved by a unanimous vote

8. Award of Contract to 4 Seasons Roofing, Inc. in the Amount of \$49,800 for Re-Roof/Roof Repair to the City of Beaumont's Fire Station Building Located at 628 Maple Avenue

Motion by Council Member Martinez

Second by Council Member Fenn

To award a contract to 4 Seasons Roofing, Inc. in the amount of \$49,800 for re-roof/roof repair to the City of Beaumont's Fire Station building located at 628 Maple Avenue; and authorize the City Manager to execute the contract and approve any necessary change orders up to \$4,980.

Approved by a unanimous vote.

9. Request for Wastewater Service to a 44 Acre Parcel (APN 413-290-041) located on Desert Lawn Drive in the City of Calimesa (TTM37802)

Motion by Council Member Santos**Second by Mayor Lara****To approve the request for wastewater service.****Approved by a unanimous vote.**

10. Approval to Unfreeze the Support Services Supervisor Position for Police Department

Motion by Mayor Pro Tem White**Second by Council Member Fenn****To unfreeze the Support Services Supervisor position in the Beaumont Police Department.****Approved by a unanimous vote.**

11. Review of Local Emergency Declaration Established via the Adoption of City of Beaumont Resolution No. 2020-07 Adopted on March 17, 2020

Motion by Mayor Pro Tem White**Second by Council Member Martinez****That there be no change regarding the local emergency declaration. This is due to the fact that there have been no significant changes in the original conditions, a State emergency declaration remains in effect and local emergency declaration helps to ensure that Beaumont remains eligible for federal and state emergency aid.****Approved by a unanimous vote.****LEGISLATIVE UPDATES AND DISCUSSION****12. January 2021 Townsend Legislative Update****COUNCIL REPORTS****Santos** - *Attended the Beaumont and Banning transit rebranding.***Fenn** - *Attended the League of California New Mayor and Council Academy, the Finance and Audit Committee and the Retail Workshop hosted by the City.***Martinez** - *Attended the RCA meeting***White** - *Attended the RCTC meeting and was nominated as chair.***Lara** - *Gave a report out from the WRCOG meeting. Attended the Transit rebranding event and the Retail Workshop.***ECONOMIC DEVELOPMENT UPDATE**

No report

CITY TREASURER REPORT

Finance and Audit Committee Report Out

CITY TREASURER REPORT

Finance and Audit Committee Report Out

CITY CLERK REPORT

Report of the Public Records Requests for the month of December.

CITY ATTORNEY REPORT

Report of pending litigation.

CITY MANAGER REPORT

Gave a report out from the recent storm watch.

13. Department Projects Schedule Updates - January 2021

FUTURE AGENDA ITEMS

ADJOURNMENT at 8:00 p.m.



Staff Report

TO: City Council
FROM: Elizabeth Gibbs, Community Services Director
DATE: February 16, 2021
SUBJECT: Request from the San Geronio Pass Historical Society for a Donation of Surplus Property

Background and Analysis:

On January 19, 2021, City Council approved a draft conceptual plan and directed City staff to proceed with improving Stewart Park. Since that meeting, City staff has met with representatives from the San Geronio Pass Historical Society (SGPHS) and subsequently received correspondence requesting donation of surplus items resulting from the Stewart Park improvement project.

The Beaumont Municipal Code Section 3.03.070 (C) allows for the donation of surplus property "provided such donation satisfies a public purpose as may be reasonably determined by the purchasing officer." The requested items each have significant historical value and preservation of these items will benefit the community for years to come.

Below is a list of surplus items requested for donation by the SGPHS.

Siren

According to the SGPHS, the air raid siren was used to call out volunteer firefighters and was also sound at noon each day. This siren is the only remaining siren from the original two.



Baseball Field Signage

SGPHS has requested the “Home” and “Visitor” signs for their archive. They are currently posted in each of the dugouts.

Street Signage

SGPHS collects street signs for permanently closed sections. They have requested the donation of the Ninth Street and Tenth Street signs upon the permanent closure of those street section pursuant to the Stewart Park improvement plans.

Other Items

City staff intends to inventory the items found within the pool facility office and restrooms, as well as items found in the storage areas of the pavilion. SGPHS has indicated that there may be additional items that they may request once the inventory is completed and brought back to City Council for action.

Fiscal Impact:

The cost to prepare this staff report was approximately \$350.

Recommended Action:

Approve the request from the San Gorgonio Pass Historical Society for a donation of surplus property.

Attachments:

A. Letter dated February 9, 2021, from the San Gorgonio Pass Historical Society



San Geronio Pass Historical Society ••• P.O. Box 331, Beaumont, CA 92223

February 9, 2021

Elizabeth Gibbs
Community Services Director
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Dear Ms. Gibbs:

Thank you, again, for allowing us to tour the Beaumont Plunge on Feb. 3, 2021. It was both interesting and illuminating. As a result of our tour and the conversation, I am submitting suggestions and comments regarding the Stewart Park renovation on behalf of the San Geronio Pass Historical Society:

Entryways:

With regard to the entryways at the four corners of the park, as we mentioned yesterday, we agree that the Mission Inn's Spanish Colonial Revival themes are beautiful, but they may not reflect our local history as well as something a bit more "ranch"-related. Beaumont's creation and early history was significantly influenced by a number of large ranches, orchards and the railroad with its busy train depot. At the time, these ranches, orchards and the railroad were significant employers of Beaumont's citizenry, especially the Hispanic population. Perhaps the entryways may reflect the natural boulder/river rock and wood/railroad tie construction that the ranches and orchards employed for buildings, entries and fences (rock borders similar to the rocks on Orange Ave. at the Civic Center and more recently at the Four Seasons community).

The Stewart Sunnyslope Cemetery gate would also be a very good example to draw from.

Alternatively, Beaumont had an actual "entryway" to the city for several decades on the west end of town. The Beaumont Arch was erected by the Sunkist Company in 1929, and had the same faux Spanish Colonial look created to attract tourists as the Mission Inn has, which may lend itself to the Beaumont-themed tiles in development that Ashley

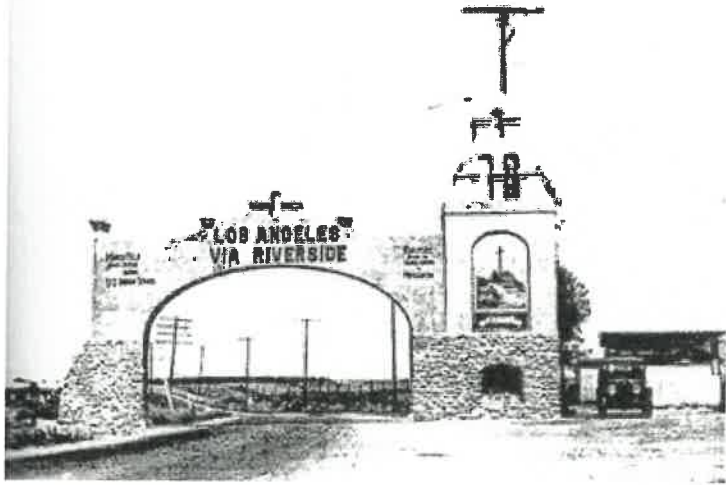
Starr mentioned during our tour. This arch was well known at the time by travelers passing through town as they crossed the state. The busy Desert Outpost restaurant and motel sat at the foot of the arch. The arch was removed to make way for the 10 freeway. Its photo is one of our most popular attractions in both our museum and traveling exhibit.

Here are photos for reference:

The Beaumont Arch and Desert Outpost eastbound approach with San Jacinto in distance; the arch sat where the 10 and the 60 currently meet on the west end of town and incorporated the river rock:



Westbound approach:



The arch is indicated toward the top right of this aerial photo:



Stewart Sunnyslope Cemetery gate at Pennsylvania Ave. and First St.; the cemetery is on a small part of what was Stewart Ranch, and the land was donated to the cemetery district by Reznor Stewart, who is buried there:



Tuesday, April 30, 1968 The Daily Record - Gazette 3



CEMETERY ENTRANCE -- This is the impressive entrance to Stewart Sunnyslope Cemetery at the south end of Pennsylvania Ave. -- Record - Gazette Photo

The look we are suggesting is also reflected in the structure of the Beaumont Presbyterian Church, which was built from river rocks hauled by locals from Whitewater:



The National Parks have signs using the wood and cut boulder motif:



Siren:

If we are able to acquire the siren, it'd be very good to also acquire a length of the top of the pole that it is attached to (even with the holes created by the woodpeckers!). We could then display it on the original pole.

Historical markers:

As we discussed, it would be really great to have a historical marker that explains the Stewart family legacy for the park and the city. The family's influence and charitable largesse is impressive. Perhaps in the future, there may be other historical markers/interpretive areas that could explore the city's history. We would be happy to help with this in any way.

Trees:

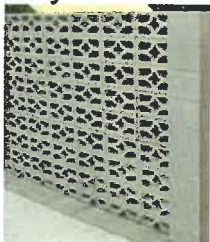
It is our hope that as many of the current trees remain in the park as is possible. These grand trees are part of our city's history. If trees are to be removed, we'd like to photo-document them beforehand, as we are currently working on a tree inventory across the San Gorgonio Pass.

Louis Melvin Bratton memorial marker:

As you know, we would also like to see the Louis Melvin Bratton marker at 11th St. and Orange Ave. preserved within the park.

Plunge breeze block:

It would be wonderful if the plunge's breezblock (the block pattern is called "Starfire") could be repurposed in some way within the park, and maybe near the splash pad. This may be in the form of a wall and/or benches.



Baseball field signage:

If possible, we'd be pleased to have the "Home" and "Visitor" signs for our archive. They are currently posted in each of the dugouts.

Street signage:

As you close 9th and 10th streets, you may have street signs that you no longer need. If so, we have a collection of street signs and would like to include these in that collection, if possible.

Thank you very much for considering our list of suggestions, and please let us know how we may be of any help. We are very pleased that the city is embarking on this endeavor and would like to support it in any way.

Sincerely,



Sean Balingit
President
San Geronio Pass Historical Society
seanbalingit@rocketmail.com
951-906-9574



Staff Report

TO: City Council

FROM: Carole Kendrick, Senior Planner

DATE: February 16, 2021

SUBJECT: **Hold a Public Hearing and Adopt Final One (1) Year Extension of Ordinance No. 1121 of an Interim Urgency Ordinance for a Temporary Moratorium Prohibiting Tire Sales and Tire Repair Establishments**

Background and Analysis:

On March 3, 2020, the City Council adopted an Interim Urgency Ordinance for a Moratorium on tire sales and tire repair establishments. On April 7, 2020, the City Council adopted a ten (10) month, 15-day extension to the Interim Urgency Ordinance.

City staff is requesting a final one (1) year extension to allow City staff to develop appropriate zoning and development standards for tire sales and tire repair establishments that are consistent with the goal and policies of the recently updated general plan.

City staff is recommending City Council approve the final extension of Ordinance No. 1121 for a Moratorium on tire sales and tire repair establishments. This ordinance will put a hold on the issuance of any entitlements or permits for new applications which do not have a complete application after the effective date of the ordinance.

Fiscal Impact:

Staff time to prepare this report is approximately \$500.

Recommended Action:

Hold a Public Hearing, and
 Waive the full reading and adopt by title only, "One Year Extension of Ordinance No. 1121 Being an Interim Urgency Ordinance of the City of Beaumont, Enacting a Temporary Moratorium Prohibiting Tire Sales and Tire Repair Establishments, Pursuant to Government Code Section 65858."

Attachments:

- A. Interim Urgency Ordinance
- B. Proof of Publication

ORDINANCE NO. _____

ONE YEAR EXTENSION OF ORDINANCE NO. 1121 BEING AN INTERIM URGENCY ORDINANCE OF THE CITY OF BEAUMONT, ENACTING A TEMPORARY MORATORIUM PROHIBITING TIRE SALES AND TIRE REPAIR ESTABLISHMENTS, PURSUANT TO GOVERNMENT CODE SECTION 65858.

WHEREAS, on March 3, 2020, the City Council of the City of Beaumont adopted as an urgency measure Interim Ordinance No. 1121 temporarily restricting the granting of any building permit, business permit, conditional use permit, or any entitlement for establishing or expanding any tire sales or tire repair establishments anywhere in the City of Beaumont; and

WHEREAS, pursuant to Government Code section 65858(a), Interim Ordinance No. 1121 shall be of no further force and effect 45 days from its date of adoption, March 3, 2020, unless otherwise extended after notice and public hearing pursuant to Government Code section 65090; and

WHEREAS, on March 27, 2020 the staff published notice of a public meeting to consider an extension of Interim Ordinance No. 1121(Ordinance No. 1123) in accordance with Government Code Section 65090;

WHEREAS, on April 7, 2020, the City Council of the City of Beaumont adopted urgency measure Interim Ordinance No. 1123 to extend the temporary restriction of granting of any building permit, business permit, conditional use permit, or any entitlement or expanding any tire sales or tire repair establishments in the City of Beaumont for an additional ten (10) months and fifteen (15) days, commencing on April 17, 2020; and

WHEREAS, on February 5, 2021 the staff published notice of a public meeting to consider an extension of Interim Ordinance 1121 in accordance with Government Code Section 65090;

WHEREAS, on February 16, 2021 the City Council received a report from staff dated February 16, 2021 requesting that the City Council extend the term of Interim Ordinance No. 1121 beyond March 3, 2021 for one (1) year and describing the measures taken to alleviate the condition which led to the adoption of Interim Ordinance No. 1121; and

WHEREAS, on February 16, 2021, the City Council held a duly noticed public hearing and took testimony regarding Interim Ordinance No. 1121; and

WHEREAS, after considering the report from staff and hearing public comments, the City Council finds that the causes for adopting the interim ordinance have not been alleviated, and that there is a current and immediate threat to the public health, safety, and welfare of the City to justify an extension of Interim Ordinance No. 1121 for an additional year, commencing on March 3, 2021; and

WHEREAS, an extension of Interim Ordinance No. 1121 requires a four-fifths vote of the City Council for adoption.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BEAUMONT DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds and determines the foregoing recitals to be true and correct and hereby incorporates them into this ordinance.

SECTION 2. Interim Ordinance No. 1121, adopted by the City Council on March 3, 2020, and Interim Ordinance No. 1123, adopted on April 7, 2020, is hereby extended for an additional one (1) year period, commencing from March 3, 2021 and ending on March 3, 2022.

SECTION 3. This Ordinance, extending Interim Ordinance No. 1121, shall be introduced, passed and adopted at one and the same meeting and shall become effective immediately.

SECTION 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Beaumont hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 5. The City Clerk shall certify that this Interim Ordinance was passed, approved and adopted by the City Council of the City of Beaumont at a regular meeting thereof held February 16, 2021 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Mike Lara, Mayor

Attest: _____
Deputy City Clerk

Approved as to form:

John O. Pinkney, City Attorney

Advertising Order Confirmation

The Press Enterprise

02/02/21 9:22:31AM

Item 3.

Ad Number 0011440452-01 Ad Size 3 X 76 Li Color Production Color Ad Attributes Production Method AdBooker Production Notes
External Ad Number Pick Up Ad Type Legal Liner Released for Publication



Legal Advertisement

NOTICE IS HEREBY GIVEN that the Beaumont City Council will conduct a public hearing on Tuesday, February 16, 2021 at 550 E. 6th Street, Beaumont, California 92223, to receive testimony and comments from all interested persons. Any public comments can be made in person or by e-mail until the close of the public hearing. Emailed comments can be sent to the Nicole Wheelwright, Deputy City Clerk at NicoleW@BeaumontCa.gov regarding the adoption of the following matter(s):

ONE YEAR EXTENSION OF ORDINANCE NO. 1111 BEING AN INTERIM URGENCY ORDINANCE OF THE CITY OF BEAUMONT, ENACTING A TEMPORARY MORATORIUM PROHIBITING TIRE SALES AND TIRE REPAIR ESTABLISHMENTS, PURSUANT TO GOVERNMENT CODE SECTION 65858.

The purpose of the Ordinance is to extend a moratorium for one year on applications and permits for tire sales and tire repair establishments. This ordinance applies to all applications for tire sales and tire repair establishments in any zone within the City of Beaumont.

This meeting will be conducted utilizing teleconference communications and will be recorded for live streaming. All City of Beaumont public meetings will be made available via live streaming and made available on the City's official YouTube webpage. Please use the following link during the meeting for live stream access:
BeaumontCa.gov/Livestream

Public comments will be accepted using the following by 1) Written comments will be accepted via email and will be read aloud during the corresponding item of the meeting. Comments can be submitted any time prior to the meeting as well as during the meeting up until the end of the corresponding item. Please submit your comments to: NicoleW@BeaumontCa.gov, and 2) Phone-in comments will be accepted by joining a conference line prior to the corresponding item of the meeting. Public comments shall not exceed (3) minutes unless otherwise authorized by City Council.

Press-Enterprise: 2/05

<u>Product</u>	<u>Requested Placement</u>	<u>Requested Position</u>	<u>Run Dates</u>	<u># Inserts</u>
Daily Bulletin	Legals CLS LA-SB-PE	City Notice IE	02/05/21	1
SB Sun	Legals CLS NP	General NP - 1076~	02/05/21	1
PE Riverside:Full Run	Legals CLS LA-SB-PE	City Notice IE	02/05/21	1



Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE: February 16, 2021

SUBJECT: **First Amendment to the Professional Services Agreements with Chambers Group, Inc., and PlaceWorks, Inc., for On-Call Environmental Services for a One-Year Extension through July 1, 2022**

Background and Analysis:

The City of Beaumont released a Request for Proposals (RFP) for On-Call Environmental Services on April 13, 2018. Upon close of the RFP period, the City received fifteen (15) proposals. City staff interviewed the top three (3) ranked firms and selected the top two (2) firms for City Council consideration.

On July 17, 2018, City Council awarded a contract to Chambers Group, Inc., and to PlaceWorks, Inc., for an initial period of three (3) years with two, one-year extension options available subject to City Council approval. A one-year extension for each agreement will allow the City to continue the timely processing of environmental documents required as a part of the land development process.

Fiscal Impact:

The associated costs for these services are paid by the applicants through the existing plan check and permit fees. The City retains a twenty percent administrative fee.

Recommended Action:

Approve one-year extensions to the Professional Services Agreements with Chambers Group, Inc., and PlaceWorks, Inc., for on-call environmental services.

Attachments:

- A. Original Contract with Chambers Group, Inc.

- B. Original Contract with PlaceWorks, Inc.
- C. First Amendment to the Professional Services Agreement with Chambers Group, Inc.
- D. First Amendment to the Professional Services Agreement with PlaceWorks, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 17th day of July, 2018, by and between the CITY OF BEAUMONT (“CITY”), a general law city, whose address is 550 E. 6th Street, Beaumont, California 92223 and Chambers Group Inc, whose address is 9620 Chesapeake Drive, Suite 202, San Diego, CA 92123 (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. On April 13, 2018, the City publicized a Request for Proposals (“RFP”) for certain professional services, a copy of which is attached hereto as Exhibit “A”;
- B. CONTRACTOR has submitted a Proposal in response to the RFPs, a copy of which is attached hereto as Exhibit “B”;
- C. CITY duly selected the Proposal in response to the RFP and desires to engage CONTRACTOR to provide the services, as further described in the RFP;
- D. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by the parties in a written amendment to this Agreement with the approval of the City Council of the CITY.
2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: On-Call environmental services provided for in the RFP and Proposal. All Services shall be performed in the manner and according to the timeframe set forth in the RFP and Proposal. CONTRACTOR designates Corinne Lytle-Bonine as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.
3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors

and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed amount to be determined as needed without approval by the City Council of CITY.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized in this Agreement unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or the RFP, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement and the RFP shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the

Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold

harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers'

compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in

writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either

directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: 
Mayor

CONTRACTOR:



By: Chambers Group, Inc

Print Name: Mike McEntee

Title: Executive Vice President of Technical Services and Managing Principal

EXHIBIT "A"

Request for Proposals

CHAMBERS GROUP

REQUEST FOR PROPOSAL
FOR: ON- CALL
ENVIRONMENTAL SERVICES

CITY OF BEAUMONT

***ATTENTION:
REBECCA DEMING
COMMUNITY DEVELOPMENT
DIRECTOR***

MAY 23, 2018



Table of Contents

	<i>Page</i>
A. Cover Letter	1
B. Introduction/Information	3
C. Firm’s Approach	3
D. Firm Profile	4
E. Location	5
F. Resume of Lead Consultant.....	6
G. Key Personnel.....	8
H. References	11
I. Scope of Services.....	15
J. Cost	21
K. Any Other Information	23
L. Professional Liability Insurance.....	23
Appendix – Key Resumes	

May 21, 2018

A. Cover Letter

Rebecca Deming
Director of Planning
City of Beaumont
550 E. Sixth Street
Beaumont, CA 92223

SUBJECT: Proposal to Provide On-Call Environmental Consulting Services

Dear Ms. Deming:

The City of Beaumont's (City) growth and continued transportation improvements since its incorporation in 1912 have molded the City to become an exceptional location for new development and expansion opportunities. With accessibility to a main interstate highway (I-10), air and rail travel, and proximity to recreational areas, the City expects an influx of growth and development in the coming years. The City requires on-call environmental consulting services from a qualified consultant who understands not just the stringent environmental regulatory and approval process associated with its projects, but one that will also meet or exceed high expectations—a firm that offers speed of response, local history, regulatory expertise, customer service, and an extreme degree of flexibility. Chambers Group is that firm.

For nearly 40 years Chambers Group's focus has been helping public government agencies keep their projects in compliance with the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and other environmental impact regulations related to natural and cultural resources. In fact, in the last 10 years, we've held over 200 on-call contracts with public agencies. Drawing from this experience and from the firm's proven and streamlined on-call project management process, Chambers Group is prepared to provide the City with on-call environmental consulting services.

Chambers Group is excited to continue to provide CEQA and environmental compliance support services to the City including:

- Peer review of Applicant-prepared CEQA document and technical studies
- Peer review of City-prepared CEQA document and technical studies
- On-call advisory services for applicability of CEQA review and recommendations for appropriate CEQA compliance
- Notification and consultation with Native American Tribes in compliance with Assembly Bill 52 (AB 52) and Senate Bill 18 (SB 18)
- Attendance and presentation at Planning Commission and/or City Council meetings
- Providing suggestions to streamline City review and processing of applications

- Review of CEQA documents prepared by surrounding jurisdictions for adequacy of analysis and issues important to the City

The Chambers Group team is structured in such a way that is efficient and effective for on-call contracts. The team will be led by Corinne Lytle Bonine, PMP as Project Manager. She will also serve as the primary point-of-contact and will proactively collaborate with the City. Supporting her will be Eunice Bagwan as Deputy Project Manager who will provide project management assistance and subconsultant coordination; Saraiah Skidmore as the Biological Resources Task Manager; Ryan Glenn, RPA Cultural Resources Task Manager; Paul Morrissey as the Biological Services Lead; and Derrick Coleman for hydrology and water quality. Our subconsultants include Vista Environmental for air quality, climate change/global warming, and noise; Haley + Aldrich for geology, soils, and mineral resources; and Transpo Group for traffic/transportation.

With this letter, Chambers Group certifies under perjury that the firm complies with state and federal non-discrimination requirements. I have the authority to negotiate and contractually bind Chambers Group to the City of Beaumont: Mike McEntee, Chief Operating Officer, 5 Hutton Centre Drive, Suite 750, Santa Ana, CA 92707, mmcentee@chambersgroupinc.com, 949.261.5414.

We graciously appreciate the opportunity to continue our relationship with the City of Beaumont and look forward to assisting the City reach its goals. For any questions, clarifications, or to further discuss our team capabilities and approach, you may reach Corinne at clytle-bonine@chambersgroupinc.com, 909.335.7068 extension 7100, or on her mobile at 619-241-1225.

CHAMBERS GROUP, INC.



Mike McEntee
Chief Operating Officer

B. Introduction/Information

Chambers Group submits this proposal to the City of Beaumont (City) to provide On-Call Environmental Consulting Services. Drawing from our experience of having managed 200 on-call contracts in the last 10 years, we are confident in our ability to apply our streamlined on-call project management process along with our quality client service and collaborative team-work approach to provide the City with the highest standard of environmental documents. We are excited at the opportunity to leverage the work we have done with the City of Beaumont and look forward to continuing to provide streamlined CEQA review for important development projects within the City.

Understanding

Chambers Group understands that the City is in need of a qualified consultant to provide on-call environmental services. In accordance with California State Laws and regulations, the City requires the implementation of the California Environmental Quality Act (CEQA). The contracted consultant will be responsible for the preparation of Environmental Impact Reports (EIR), Environmental Impact Statements (EIS), Negative Declarations, Mitigated Negative Declarations, technical studies and other California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) documentation for proposed projects. The contracted consultant is also expected to attend public meetings, regularly interface and communicate with City staff and other City consultants, and attend regularly scheduled coordination meetings, as necessary, when work is in progress. We also understand we will provide services to augment City staff as it relates to CEQA, including review of submitted documents for private developments and assisting with the AB 52 consultation process. Under the direction of the City's Community Development Director, we will serve as a coordinator and will provide the range of expertise necessary to carry out the normal functions of CEQA.

C. Firm's Approach

To accomplish the objectives of the scope of services, we will apply our streamlined on-call project management process, client service standards, and collaborative team-work approach. Upon a Task Order approval and work authorization, Chambers Group will initiate a project kick-off meeting to achieve the following:

- Establish communication and reporting protocols
- Discuss staff roles, responsibilities, and expectations
- Gather project description information and all associated pertinent data including schedule and budget
- Address any project concerns or issues

The next steps are listed below to briefly demonstrate the typical work flow during the preparation of a CEQA/NEPA environmental document:

1. Finalize Project Description
2. Review/Scope Potential Significant Issues
3. Attend Formal Scoping Meeting (when required)

4. Prepare Draft CEQA/NEPA Document and Notices and Conduct/Manage Technical Studies
5. Attend Public Hearing on Draft CEQA/NEPA Document
6. Review/Respond to Public Comments on Draft CEQA/NEPA Document
7. Prepare Final CEQA/NEPA Document and Notices

Chambers Group is available to provide support during all stages of CEQA document development and would look to further our approach that engaging early in the process will help shape the scope of the analysis provided and prevent timely and costly re-work during the later stages of project development. Our quality control and assurance (QA/QC) protocol is integrated throughout the life cycle of the document preparation process. Our objectives are to prepare the necessary environmental document, circulate it, respond to comments, and prepare a final document for circulation and certification.

D. Firm Profile

Founded nearly 40 years ago in 1979, Chambers Group is guided by the principles of the NEPA, CEQA, Clean Water Act, Endangered Species Act, Migratory Bird Treaty Act, National Historic Preservation Act, Archaeological Resource Protection Act, and the Native American Graves Protection and Repatriation Act. Our knowledge and expertise in these areas enable us to interpret and advise clients on complex federal, state, and local environmental regulations and legislation. Chambers Group has held on-call contracts with public agencies in the Inland Empire including, but not limited to, the counties of Riverside and San Bernardino and the cities of Beaumont, Palm Springs, Riverside, Palm Springs, Indio, San Bernardino, Redlands, Yucaipa, and Fontana.

Number of Professionals	80	Years in Business	39
Office Locations	Santa Ana, Glendale, San Diego, El Centro		
Organizational Structure	ESOP; S Corporation		
Areas of Particular Expertise	CEQA/NEPA environmental planning and compliance; regulatory permitting and coordination; technical studies for aquatic, biological, and cultural resources; mitigation planning and monitoring; California landscape and habitat restoration; and GIS.		

Contact Information

As the Managing Environmental Planner at Chambers Group, Corinne Lytle Bonine will serve as the Project Manager and Primary Point of Contact for the City. Corinne has over 12 years of experience managing the preparation of CEQA and NEPA environmental documents for large- and small-scale private development projects. Her contact information is below. She is available to be contacted by the City anytime via email, office and cell phones, and text messages.

E. Location of principal office for this contract

Our San Diego office will serve as the principal office responsible for implementation of a contract with the City. Our project team is readily available to come into your office whenever it is needed.

Firm Name	Chambers Group
Mailing Address	9620 Chesapeake Drive, Suite 202, San Diego, CA 92123
Phone Numbers	t 858.541.2800 x7100 f 866.261.3100 m 619.241.1225
Name of Contact	Corinne Lytle Bonine
Email Address	Clytle-bonine@chambersgroupinc.com

Proposed Subconsultants

To enrich the quality of environmental documents, Chambers Group will utilize subconsultants to complete a variety of technical studies. These firms were carefully chosen based on qualifications, expertise and knowledge, and relevant experience.

Subconsultant Name	Technical Role
Vista Environmental	Air Quality, Climate Change/Global Warming, Noise
Haley + Aldrich	Hydrology and Water Quality, Geology and Soils, Mineral Resources, Hazards and Hazardous Materials
Transpo Group	Transportation/Traffic

Through our experience providing On-Call Environmental Services to the City, Vista Environmental will continue to serve as our key subconsultant. In many instances, the analysis provided for hydrology and water quality, geology and soils, mineral resources, hazards and hazardous materials, and transportation/traffic can be reviewed in-house at Chambers Group by our environmental planning team. However, if projects arise requiring a highly-technical team to review these issue areas, we will engage our subconsultants, Haley + Aldrich and Transpo Group, who after years of teaming together, integrate with our project team seamlessly as extensions of Chambers Group staff.

F. Resume of Lead Consultant

Corinne Lytle Bonine, PMP

Project Manager / Senior Environmental Planner

EDUCATION

BA, Environmental Studies,
UC Santa Barbara, 2007,
(with honors)

CERTIFICATIONS

Project Management
Professional, #2005796

AFFILIATIONS

Technical Advisory
Committee, San Diego
County Comprehensive
Renewable Energy plan,
2014 – present
Honorable Mention - San
Diego Business Journal 2013
Emerging Generation: 25 in
their 20's, 2013
Outstanding Performance
and Excellence, Junior
Professional, 2009
Association of Environmental
Professionals, San Diego
Chapter President, 2014 –
present
Association of Environmental
Professionals, San Diego
Chapter Vice President of
Programs, 2012 – 2013
Association of Environmental
Professionals Annual Awards
Event Committee Chair, 2010
- 2012
Technical Advisory
Committee for County of San
Diego's Comprehensive
Renewable Energy Plan
Women of Wind Energy

PROFESSIONAL EXPERIENCE

Corinne Lytle Bonine is the Managing Environmental Planner at Chambers Group, as well as a Senior Project Manager with over 12 years of experience. She has managed an array of CEQA and NEPA projects in addition to having led the preparation of the following NEPA and CEQA compliant documents: Environmental Impact Statements, Environmental Impact Reports, Applications for Certification to the California Energy Commission, Environmental Assessments, and Initial Studies / Mitigated Negative Declarations.

Both an accomplished team leader and field agent, Corinne has served as the visual resources and land use specialist on more than 75 projects. Her permitting projects include, but are not limited to Endangered Species Act Sections 7 and 10 consultations, USACE Individual Permits, and Section 106 consultations. She has managed environmental constraints analyses, fatal flaw analyses and technical reports. Her experience includes supervisory roles in general environmental projects, large-scale environmental compliance projects, as well as in visual resources and land use impact analysis.

PROJECT EXPERIENCE

City of Beaumont On Call for Environmental Services, Task Order Hidden Canyon Industrial Park Plot Plan, Beaumont, CA

Project Manager. Corinne supported the City for the Hidden Canyon Industrial Park Plot Plan. The Project proposed to construct a 2.89 million square foot warehouse project in two buildings. Amendments to the plan were processed in 2005 and 2012 utilizing addendums to the EIR. The City proposed to approve an update to the project plot plan, however, delays were met due to responses from LIUNA that the project required a new CEQA review due to plot changes from the original project. Chambers Group provided the City guidance by identifying CEQA guidelines that applied to the project on identifying whether a new CEQA process was required.

City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative for Commercial Center, Beaumont, CA

Project Manager. The team evaluated the permit application for compliance with the City's General and Specific Plan and conducting peer review of the applicant-prepared IS/MND to evaluate impacts associated with the project and ensure compliance with CEQA. The proposed commercial shopping center consisting of approximately 37,800 square feet of shopping center, a 4,300-square foot bread/donut/bagel shop, a 4,370-square foot car wash, and an 8-service bay tire store. The proposed project site covers a total of 7.07 acres. The remaining area of the project site would consist of 56,991 square feet of landscaping and 188,947 square feet of roads and walkways.

City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA

Project Manager. Chambers Group was selected to provide on-call environmental services to the City of Beaumont. Services include peer review of previously prepared IS/MND for various City projects. Eunice assisted in peer review of the environmental documents focusing on technical sections such as Aesthetics, Agricultural Resources, Geology/Soils, Hazardous Materials, Hydrology, Land Use, Mineral Resources, Public Services, Recreation, and Utilities/Service Systems.

City of Beaumont On Call for Environmental Services, Task Order Oakridge RV Storage, Beaumont, CA

Project Manager. The proposed project would develop a recreational vehicle storage facility on a 2.67 acre parcel in the City of Beaumont east of Maple Avenue and north of First Street. The project site is located on a privately owned, undeveloped property in the City of Beaumont. Chambers Group evaluated the Cultural Resources Report, Biological Survey Report, Draft Initial Study / Mitigated Negative Declaration, and Air Quality and Noise analyses.

City of Beaumont On Call for Environmental Services, Task Order Beaumont Brookside, Beaumont, CA

Project Manager. The proposed project consists of drafting an Initial Study for an existing RV storage facility in the City of Beaumont. The existing RV storage facility, located on a 24.77 acre-site, was constructed prior to the annexation of the project area and was not issued a Conditional Use Permit. Chambers Group reviewed the Initial Study supporting the adoption of an MND and technical studies such as a Trip Generation Analysis, Biological Resources Study, Cultural-Archaeological Study, and Air Quality, Greenhouse Gas, and Noise models.

Any Size RV and Boat Storage CEQA Peer Review, City of Beaumont, CA

Project Manager. A 3.15 acre project site consisting of two parcels located on the north side of Sixth Street between Xenia Avenue and American Avenue in the City of Beaumont. The proposed project is to develop an outdoor storage facility of RV's, trailers, and boats. Chambers Group evaluated the Archaeological Survey, Water Quality Management Plan, Initial Study and Air Quality studies for the proposed project.

9001 E. Whittier Boulevard Development IS/MND, Pico Rivera, CA

Project Manager. The proposed project is located at 9001 Whittier Boulevard. The parcel contains a 12,126-square-foot drive-thru building, currently occupied by Bank of the West. Dynamic Development intends to purchase the property and demolish the existing building and construct a new drive-thru for Chick-fil-A and a new retail building, which will house Bank of the West and one other retail tenant, yet to be determined. The proposed project is located within the City of Pico Rivera, California and represents infill development. Chambers Group managed the preparation of an IS/MND and associated technical studies including parking analysis and a traffic impact study. In order to meet purchase requirements, Chambers Group delivered on a project schedule that necessitated certification at a Planning Commission meeting on November 21, 2016, after receiving notice to proceed on September 12, 2016.

G. Key Personnel

The Chambers Group key personnel team includes specialists who are at the top of their fields and experts of the low desert’s unique environment. As leaders in the environmental industry, our team will apply comprehensive understanding of the latest regulatory guidance to all issue areas to ensure the most advanced technical approach is applied to every aspect of any project. The table below summarizes our key personnel’s roles, responsibilities and experience in similar past projects.

Key Personnel, Roles, & Responsibilities	Similar Past Projects Experience
<p>Corinne Lytle Bonine Project Manager and Point of Contact. Project management and document preparation.</p>	<p>Project Manager</p> <ul style="list-style-type: none"> • City of Beaumont On Call for Environmental Services, Task Order Hidden Canyon Industrial Park Plot Plan, Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order IS/MND for Commercial Center, Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Oakridge RV Storage, City of Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Any Size RV and Boat Storage CEQA Peer Review, City of Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Beaumont Brookside, Beaumont, CA
<p>Mike McEntee Chief Operating Officer Senior Director</p>	<p>Principal in Charge</p> <ul style="list-style-type: none"> • City of Beaumont On Call for Environmental Services Contract with various task orders, Beaumont, CA
<p>Eunice Bagwan Deputy Project Manager. Support to project management and document preparation.</p>	<p>Assistant Planner</p> <ul style="list-style-type: none"> • City of Beaumont On Call for Environmental Services, Task Order Hidden Canyon Industrial Park Plot Plan, Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order IS/MND for Commercial Center, Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Oakridge RV Storage, City of Beaumont, CA • City of Beaumont On Call for Environmental Services, Task Order Any Size RV and Boat Storage CEQA Peer Review, City of Beaumont, CA

- City of Beaumont On Call for Environmental Services, Task Order Beaumont Brookside, Beaumont, CA
- Monroe Storm Drain Project, Riverside County, CA

Paul Morrissey
Director of Biology.
Lead for biological resources needs.

Project Manager

- TL 637 Wood to Steel Pole Replacement, Surveys, and Jurisdictional Delineations, San Diego Gas & Electric (SDG&E), Creelman Substation to Santa Ysabel Substation, San Diego County, CA
- 09-360 CNF Master Services Use Permit, Surveys, Jurisdictional/Wetland Delineations, and Vegetation Mapping, San Diego Gas & Electric (SDG&E), San Diego County, CA
- Wood to Steel Transmission Line and Distribution Projects, Biological and Water Resources Surveys, San Diego Gas & Electric (SDG&E), San Diego, San Diego County, CA

Saraiah Skidmore
Biology Project Manager.
Task and activities lead for biological resources needs.

Biologist

- City of Beaumont On Call for Environmental Services, Task Order IS/MND for Commercial Center, Beaumont, CA
- City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA
- City of Beaumont On Call for Environmental Services, Task Order Oakridge RV Storage, City of Beaumont, CA
- City of Beaumont On Call for Environmental Services, Task Order Any Size RV and Boat Storage CEQA Peer Review, City of Beaumont, CA
- City of Beaumont On Call for Environmental Services, Task Order Beaumont Brookside, Beaumont, CA

Ryan Glenn, RPA
Cultural Resources Lead.
Cultural/archaeological/paleontological/architectural task lead including Native American coordination.

Cultural Resources Specialist/Senior Archaeologist

- City of Beaumont On Call for Environmental Services, Task Order Any Size RV and Boat Storage CEQA Peer Review, Beaumont, CA
- City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA
- City of Beaumont On Call for Environmental Services, Task Order Oakridge RV Storage, Beaumont, CA
- Johnson's Landing Project, Salton Sea, Imperial Irrigation District, Imperial County, Salton City, CA

Proposal: On-Call Environmental Services

City of Beaumont

**Greg Tonkovich, AICP,
INCE**

Senior Analyst. Air
Quality/GHG, Noise
technical studies.

Senior Analyst

- Beaumont Plaza Peer Review Project, Beaumont, CA
- Dowling Orchard business park Phase II Project, Beaumont, CA.
- Monroe Storm Drain Project, Riverside County, CA
- Logistics Center Project, Riverside County, CA

**Nancy E. Gardiner,
CPESC, QSD, QISP**

Senior Hydrogeologist.
Hydrology and water
quality technical studies.

Client Service Manager/Project Manager

- Lake Elsinore and Canyon Lake Nutrient TMDL Monitoring, Riverside County, CA
- Riverside County Water Quality Management Plan (WQMP) Update
- Santa Ana Watershed Project Authority, Riverside and San Bernardino Counties, CA
- City of San Diego Department of Utilities Land Management Plan, San Diego, CA

Adam Piestrzeniewicz
Staff Geologist

Field Geologist

- UTC Canoga Park, Canoga Park
- Northrop Grumman, Canoga Park, CA
- Former Continental Aircraft Maintenance Facility, Los Angeles, CA

**Robert K. Scott, PG,
C.Hg., QISP**

Senior Associate
Hydrogeologist

Project Manager

- City of San Diego, Tijuana River Valley Recovery Team-Recovery Strategy
- CalRecycle, Trash, Sediment and Waste Tire Characterization Study, Tijuana River Valley, San Diego, CA
- City of Escondido, Benton Burn Dump Remediation, Escondido, CA

**Rawad Hani, PE, TE, PTP,
PTOE**

Senior Transportation
Planner

Transportation/Traffic
technical studies.

Transportation Project Manager

- Festival at Moreno Valley Traffic Impact Study, Moreno Valley, CA
- Thompson Village Traffic Impact Study, Riverside County, CA
- LA County Sanitation District Traffic Impact Analysis, Carson, CA
- Santa Monica Malibu USD Traffic Impact Study, Santa Monica, CA
- San Diego USD Traffic Impact Studies, San Diego, CA

H. Project References (Within the last 3 Years)

City of Beaumont On-Call for Environmental Consulting Services, Beaumont, CA

Client: City of Beaumont, 550 E. 6th Street, Beaumont, CA 92223 Reference: Rebecca Deming, Community Development Director, (951) 572-3229

Length of Time Services were provided: 7/2016 to current

Commencing in July 2016, Chambers Group has completed a series of task orders to support the City with general CEQA compliance as well as conduct peer review of project applications and CEQA documents. Chambers Group has provided guidance and assistance with the preparation of all required environmental impact documentation (including CEQA documents, Consistency Evaluations, Environmental Check Lists, etc.); preparation and/or peer review of technical environmental reports and analyses (greenhouse gas studies, traffic studies, noise studies, surveys, water supply assessments, etc.); participation and testimony in public meetings; and, consultation on CEQA processes and requirements.

The following are examples of task orders under this contract:

Hidden Canyon Industrial Park Plot Specific Plan Updated Site Plan Review, Beaumont, CA

The City of Beaumont requested the assistance of Chambers Group to support the City for the Hidden Canyon Industrial Park Plot Plan (Project). The Project proposes to construct a 2.89 million square foot warehouse project in two buildings. A CEQA review was conducted for the Hidden Canyon Specific Plan in 1995. The Environmental Impact Report (EIR) was prepared and certified. An addendum was prepared and certified to the EIR by the City in 2012 during plan modifications. Chambers Group provided support to City Staff in reviewing the proposed project plot plan and preparing Staff reports and presentations. Further, Chambers Group attended and answered questions from elected officials and the public at planning commission and City Council meetings.

IS/MND for Commercial Center, Beaumont, CA

The Beaumont Commercial Center (proposed project) is a commercial shopping center consisting of approximately 37,800 square feet of shopping center, a 4,300-square foot bread/donut/bagel shop, a 4,370-square foot car wash, and an 8-service bay tire store. The proposed project site covers a total of 7.07 acres. The remaining area of the project site would consist of 56,991 square feet of landscaping and 188,947 square feet of roads and walkways.

Chambers Group evaluated the permit application for compliance with the City's General and Specific Plan and conducting peer review of the Applicant-prepared IS/MND to evaluate impacts associated with the project and ensure compliance with CEQA.

Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA

Chambers Group was selected to provide on-call environmental services to the City of Beaumont. Services include peer review of previously prepared IS/MND for various City projects. Chambers Group performed peer review of the environmental documents focusing on technical sections such as

Aesthetics, Agricultural Resources, Geology/Soils, Hazardous Materials, Hydrology, Land Use, Mineral Resources, Public Services, Recreation, and Utilities/Service Systems.

Oakridge RV Storage, City of Beaumont, CA

The proposed project would develop a recreational vehicle storage facility on a 2.67 acre parcel in the City of Beaumont east of Maple Avenue and north for First Street. The project site is located on a privately owned, undeveloped property in the City of Beaumont. Chambers Group evaluated the Cultural Resources Report, Biological Survey Report, Draft Initial Study / Mitigated Negative Declaration, and Air Quality and Noise analyses.

Any Size RV and Boat Storage CEQA Peer Review, Beaumont, CA

A 3.15 acre project site consisting of two parcels located on the north side of Sixth Street between Xenia Avenue and American Avenue in the City of Beaumont. The proposed project is to develop an outdoor storage facility of RV's, trailers, and boats. Chambers Group evaluated the Archaeological Survey, Water Quality Management Plan, Initial Study and Air Quality studies for the proposed project.

Beaumont Brookside, Beaumont, CA

The proposed project consists of drafting an Initial Study for an existing RV storage facility in the City of Beaumont. The existing RV storage facility, located on a 24.77 acre-site, was constructed prior to the annexation of the project area and was not issued a Conditional Use Permit. Chambers Group reviewed the Initial Study supporting the adoption of an MND and technical studies such as a Trip Generation Analysis, Biological Resources Study, Cultural-Archaeological Study, and Air Quality, Greenhouse Gas, and Noise models.

Monroe Storm Drain Stage 4 Project, Riverside County Flood Control and Water Conservation District, Riverside, CA

Client: Riverside County Flood Control and Water Conservation District, 1995 Market Street, Riverside, CA 92501, Reference: Kris Flanigan (951) 955-4643

Length of Time Services were provided: 4/2014 to 10/2015

The Monroe Storm Drain, Stage 4 project was to replace an existing concrete-lined trapezoidal channel with an approximately 2,070-foot reinforced concrete box (RCB) ranging in size from 8 ft. wide by 4 ft. high to 14 ft. wide by 5 ft. high. The main line was constructed within Monroe Street beginning at the upstream terminus of the existing Monroe/Monticello Channel Underground RCB Project (double 10 ft. 6 in. wide by 3 ft. 3 in. high RCB) at a point approximately 600 ft. south of California Avenue and extending south in Monroe Street to its connection with the existing Monroe Channel, Stage 1 RCB Project (one 8 ft. wide by 3 ft. high RCB and one 4 ft. 6 in. wide by 3 ft. high RCB) approximately 70 ft. north of Magnolia Avenue. In addition, nine existing laterals will be reconnected to the newly constructed RCB main line at the points where the laterals are currently connected to the existing trapezoidal channel.

Chambers Group prepared an Initial Study/Mitigated Negative Declaration in conformance with the California Environmental Quality Act (CEQA). Supporting the document, Chambers Group prepared air

Proposal: On-Call Environmental Services

City of Beaumont

quality, biological resources, cultural resources including historical evaluation of built environments, jurisdictional delineation services, as well as preparing applications for 401/404/1602 permits.

On-Call Environmental Services, Orange County Public Works, Orange County, CA

Client: Orange County Parks, 13042 Old Myford Road, Irvine, CA 92602 Reference: Susan Brodeur (949) 585-6412

Length of time services were provided: 2001 to Current

Since 2001, Chambers Group has completed over 30 task orders involving creeks, in-channel basins, channel outlets, marshes, and bays in coastal, urban, and semi-rural areas. Services have involved cultural resources services, biological services, and CEQA. Other services included literature reviews and preparation of reports meeting county, state, and federal requirements. Sample Task Orders include:

- Cultural, biological, and environmental documents pursuant to CEQA
- On-Call Biological Services
- Cultural Resources Services for West Bay Habitat Restoration and Enhancement Project
- On-call cultural resources studies, monitoring, and support
- USACE Cumulative Impact Study, Bolsa Chica Wetlands, Storm Water Channel Improvements
- Biological Surveys & Permitting, Newport Back Bay Slope Stabilization

Master Service Agreement: On-Call Environmental Services, Los Angeles County Department of Public Works, Los Angeles County, CA

Client: Los Angeles County Department of Public Works, 900 S. Fremont Avenue, 11th Floor, Alhambra, CA 91803 Reference: Melanie Morita (626) 458-6196

Length of Time Services were provided: 1993 - current

Chambers Group has provided on-call environmental services to Los Angeles County Department of Public Works (LACDPW) since 1993, completing over 175 task orders including:

- Preparing documents for public works projects
- Providing CEQA compliance by preparing EIRs, MNDs and CEs
- Providing NEPA compliance by preparing EISs, EAs, and CEs
- Conducting a variety of technical studies including biological, cultural, air quality, noise, aesthetics, and other environmental topics
- Preparing Caltrans NES and NESMI documents
- Soft-bottom flood channel clean out
- Decommissioning of historic flood control dams
- Specialized flood control projects
- Bridge repair/replacement
- Road improvements/repairs

We continue to provide services to LACDPW, frequently providing quick turnaround to meet County scheduling requirements. Types of services provided by Chambers Group include:

Proposal: On-Call Environmental Services
City of Beaumont

- CEQA and NEPA analysis
- Biological studies
- Threatened and endangered species surveys
- Wetlands delineations
- Hydrogeomorphic analysis
- Streambed bioassessment procedures
- Functional analysis
- Habitat restoration and revegetation plans and implementation

I. Scope of Services

Chambers Group is excited to continue to provide CEQA and environmental compliance support services to the City including:

- Peer review of CEQA documents and technical studies

Applicant and City-prepared CEQA documents and technical studies will be reviewed by Chambers Group to ensure that each resource area have been adequately analyzed and questions in the checklist have been answered thoroughly. Chambers Group will review any regulatory information pertinent to the project and call out any changes required based on guidelines published by the Office of Planning and Research if applicable. Either CEQA-level or detailed technical reviews will be completed on technical studies provided depending on the level of effort needed by the City or Applicant. Because of previous experience in projects within both Riverside County and the City of Beaumont, Chambers Group will also review CEQA documents prepared by surrounding jurisdictions and issues important to the City.

- Notification and consultation with Native American Tribes in compliance with Assembly Bill 52 (AB 52) and Senate Bill 18 (SB 18)

Chambers Group has considerable experience in cultural and paleontological resources management related to archaeology (both historic and prehistoric), built environments, ethnography, and fossil remains for public and private sector clients including areas within Riverside County. Chambers Group can lead the consultation efforts, or provide general support during the outreach process. Given that tribes in the region may overlap for various projects, we can coordinate meetings directly with the tribes to discuss project specific concerns and mitigation measures.

- On-Call Services and Meetings

In addition to peer reviewing documentation, our services includes close interactions with City to streamline City review and applications, attending project meetings, and attending presentations at Planning Commission and/or City Council meetings. Chambers Group will provide the City with on-call advisory services for applicability of CEQA review and recommendations for appropriate CEQA compliance. We understand the importance of face-to-face interaction and we will provide support to both the City and Applicants during project reviews and approval.

Additionally, Typical tasks of this On-Call contract may include CEQA/NEPA documentation preparation and/or technical studies needed. Technical studies will be prepared on a project by project basis. The information below provides Chambers Group’s technical approach to accomplish the items outlined in the scope of services and includes technical approaches typically required for projects.

Communication and Project Management Approach

Our firm has developed a systematic approach to project management of on-call contracts. Because our business includes regularly-renewed on-call/as-needed contracts, our staff is adept at managing

simultaneous tasks at multiple sites, expediting project schedules and ensuring consistent, high-quality delivery, from preparing permit packages and organizing preconstruction surveys to overseeing compliance monitoring and restoration.

Chambers Group has a fully-integrated Resources Scheduling and Budgeting component for advanced resource management to ensure a project is completed on time and on budget while maintaining top quality documents and customer service. Our methods of effective communication and project management coordination will provide the City the necessary tools to manage the environmental process for private development and City initiated projects. Strict and defined communication procedures are vital for contract success, and as such, Chambers Group will provide the City with a communication protocol, including the chain of communication during all project work with whom and when to contact. In addition, the firm has developed an efficient system for managing subconsultants in order to keep abreast of subconsultants' progress on the project and identify potential problems before they arise. This plan is in place to minimize delays during unforeseen circumstances in that other team members can easily step in to perform the needed tasks.

Environmental Studies and Minor Environmental Documentation

Chambers Group's environmental planners led by, in association with other members of our team, have decades of experience providing CEQA compliance services for planning and development (residential, commercial, industrial) projects, water and sewer projects, transportation projects, buildings, parks, storm drains, restoration activities and other engineering-type projects. Our team combines our experience with proven management techniques that focus on flexibility, responsiveness and accountability.

Chambers Group also realizes that the complex processes necessary to produce legally-defensible environmental documentation cannot be accomplished without a close relationship with City staff, and an in-depth understanding of the City, project details and characteristics of the local environment. Chambers Group will work seamlessly with City staff to meet schedules, work within budget, and produce environmental documentation that is thorough and complete. Notably, with more than three decades in the business, there has not been a CEQA or NEPA document prepared by Chambers Group that has ever been successfully challenged.

Because we expect the majority of environmental documentation required will be in compliance with CEQA, the approaches delineated below are regarding CEQA compliance. If, however, a project is proposed that will receive federal funding or requires approval from a federal agency, a NEPA document will be required. Our approach to NEPA documents follow closely our CEQA approach and every attempt will be made to combine efforts for both processes, saving both time and costs.

CEQA Categorical Exemption

For the purpose of this scope, it is assumed that the City will have made the initial determination that a project is categorically exempt. However, Chambers Group does have experience advising agencies whether a project is categorically exempt. Chambers Group will prepare the supporting statements and required forms for filing of the Categorical Exemption.

CEQA Negative Declaration

The scope of work provides Chambers Group’s approach to preparation of an IS and ND for a small project. There are instances when an IS and MND can be large and complicated, as in construction on undeveloped land within sensitive cultural resource areas or projects that may involve controversial matters. Technical studies may be required to support the findings in the IS and to develop mitigation measures. These studies could include biological resources technical reports, archaeological resources technical reports, historic structures evaluations, noise studies, air quality studies, geotechnical and traffic studies, all of which can be performed with Chambers Group’s project team. Chambers Group’s approach includes brief reconnaissance-level field studies by an environmental analyst, biologist, and archaeologist to determine if more detailed technical studies are required. Chambers Group is also assuming that these will be MNDs.

Environmental Impact Report

In the event a project may warrant a preparation of an EIR, Chambers Group will review and prepare the needed technical studies, notices and drafts in accordance with CEQA guidelines. Such documents will include technical reports, draft EIR, notice of preparation, responses to comments, mitigation and monitoring plans, and the final EIR. Chambers Group will coordinate with our subconsultants, and approved subconsultants of the City to prepare legally defensible environmental documents for City projects.

Preparation of Technical Studies and Special Studies

It is anticipated that during development of Initial Studies and minor environmental documentation, air quality, GHG, and noise analyses will be required. It is expected that if other technical studies are required such as hydrology/water quality, traffic, or geotechnical, the City will use approved consultants identified under those categories. Our approach to these is as follows:

Air Quality/GHG – Vista Environmental

Beaumont is located within the South Coast Air Basin and the air emissions in the Air Basin are regulated by the South Coast Air Quality Management District (SCAQMD). Specifically, the City is responsible for the assessment and mitigation of air emissions resulting from its land use decisions. The City relies on the expertise of the SCAQMD and utilizes the SCAQMD CEQA Handbook as the guidance document for the environmental review of plans and development proposals within its jurisdiction.

The approach used for air quality analyses are dependent on if it is to be prepared for CEQA, NEPA, or Caltrans standards but typically includes identifying the air quality setting, obtaining the criteria pollutant concentrations from the nearest monitoring station, providing a summary of all applicable air quality regulations, identifying the applicable thresholds of significance, evaluating and quantifying regional criteria pollutant emissions from construction and operations through use of CalEEMod, evaluating localized criteria pollutant concentrations through use of SCAQMD Look-Up Tables or through use of AERMOD, providing an odor analysis that identifies potential odor sources and sensitive receptors that may be impacted, and determining if any thresholds have been exceeded and, if necessary, providing mitigation to reduce impacts to less than significant levels.

The approach used for greenhouse gas (GHG) emissions analyses typically includes identification of GHG pollutants and their impacts to climate change, identification of applicable plans, policies and regulations and thresholds of significance, evaluation and quantification of GHG emissions from construction and operations through use of CalEEMod, determination of any thresholds have been exceeded, and if necessary develop mitigation to reduce impacts to less than significant levels, and provide a consistency analysis to determine if the project would conflict with any applicable plan for reducing GHG emissions.

Biological Resources

Chambers Group’s biology task may utilize our deep bench of well-rounded biologists allowing for scheduling of simultaneous tasks at multiple sites. Our biological resources staff hold permits from the U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) for collecting select species, conducting protocol surveys of sensitive species, and following specialized habitat evaluation procedures. The biology staff includes botanists and restoration ecologists who survey for sensitive plant species as well as specialize in restoration, revegetation, and soil analysis. In addition, Chambers Group staff are certified to perform wetland delineations.

Chambers Group biologists will prepare biological technical documents, develop mitigation measures during the final design to avoid, minimize, and/or compensate for impacts to biological resources, and prepare any required restoration and mitigation monitoring plans. Chambers Group biologists will coordinate with wildlife agencies and assist in a full range of consultant services under federal and state endangered species acts. Our staff provides permit assistance for all project aspects (including a U.S. Army Corps of Engineers [USACE] Clean Water Act Section 404 permit, CDFW Section 1602 Lake and Streambed Alteration Agreement, and Regional Water Quality Control Board [RWQCB] Section 401 Water Quality Certification). In addition, our staff will communicate and coordinate with the City’s engineer and environmental staff, resource agencies, and construction contractors regarding project schedules and the effects of design changes on the environment. Our staff will anticipate issues and provide solutions to avoid conflict.

Cultural/Paleontological Resources

The cultural resources task will be supported by our in-house archaeological, historical resources and paleontological staff. The team is well equipped to respond to a wide range of cultural resources-related situations and provide expeditious resolution to complex challenges. The firm’s staff is highly trained in all aspects of cultural resources, historic preservation and paleontological laws. Moreover, all team members have been trained in the new Assembly Bill 52 (Ab-52) requirements regarding Native American Tribal Cultural Resources and Consultation, part of the CEQA environmental review effective July 1, 2015. Additionally, the Chambers Group team meets or exceeds the Secretary of the Interior’s standards and guidelines for archaeology, history, historic architecture and meets the professional standards in paleontology. The team has conducted thousands of cultural and paleontological resources assessments, including survey, testing, data recovery, and construction monitoring.

The Chambers Group team has considerable experience in cultural and paleontological resources management related to archaeology (both historic and prehistoric), built environments, ethnography, and fossil remains for public and private sector clients. Chambers Group has worked throughout

Riverside County and is very familiar with the types of cultural and paleontological resources within this area. In addition, our firm has had experience in coordinating directly with tribes that have interests within the Beaumont community. These tribes include but are not limited to: Cahuilla, Luiseno, Morongo, Kumeyaay and Serrano.

Our experience includes:

- CEQA AB 52 Native American consultation and Tribal Cultural Resources
- Sacred Lands file searches with the Native American Heritage Commission
- Conducting small to large scale record searches and archival research
- Cultural resources inventory surveys and site assessments
- Paleontological resources inventory surveys and site assessments
- Mobile tablet-based survey and inventory capabilities
- Historic district identification and nominations
- Preparation of Department of Parks and Recreation (DPR) 523 series forms
- Technical reports in support of environmental documents
- Development and implementation of mitigation and treatment programs
- Preparation and implementation of cultural resources awareness training
- Construction monitoring services
- Development of and participation in public workshops, commission presentations, and community engagement services
- Preparing Historic American Building Survey (HABS)/Historic American Engineering Record (HAER) documentation
- Development and management of cultural resources databases
- Coordination with the State Historic Preservation Officer

Geotechnical, Hazardous Materials, and Hydrology – Haley & Aldrich

Established in 1957, Haley & Aldrich has over 60 years of experience tackling tough issues for our clients. We have leading edge experience in the industry providing strategic environmental, engineering and construction services to a variety of clients in a wide range of areas. Haley & Aldrich serves diverse markets based on long-standing relationships and the changing needs of many client organizations to access in-depth technical resources with a more integrated, collaborative approach to problem solving.

Haley & Aldrich provides services through all phases of projects – planning, due diligence, permitting, design, construction and post-construction monitoring. We provide planning, design and construction recommendations that consider ground conditions, project goals, agency requirements, and stakeholder impacts. With our vast experience, we can contribute towards incorporating sustainable, resilient practices into projects. Haley & Aldrich also works with clients and design teams to incorporate feasible sustainable elements into our projects through the application of hydrologic analysis, storm water permitting and compliance, LEED certification, geothermal master planning and design, carbon emissions reductions, and water and wastewater use/reuse.

Haley & Aldrich will be responsible for preparing the geotechnical, hazardous materials and hydrology sections of any CEQA or NEPA documents required for public and/or private development projects within the City of Beaumont.

Geotechnical

Haley & Aldrich will prepare the Geotechnical section of the EIR. This section will include a generalized summary of geologic and seismic activity and features, such as faults in the region, as well as a description of topographic and hydrologic features, slope, soil and substrate characteristics, groundwater elevations, and other geotechnical conditions that could affect structures. The section will address:

- Potential for seismic hazards and landslides;
- Whether excavation and grading would significantly alter land features that could be subject to or result in erosion or unstable slopes;
- Whether foundations would be subject to liquefaction, settlement,
- Presence of expansive soils or other soils conditions that could affect structural integrity; and
- Whether excavation or foundations could encounter groundwater.

The deliverable will be a stand-alone section for inclusion in the overall EIR.

Hazardous Materials

Hazards will be identified and described using readily available sources as required by CEQA. The EIR will describe whether the hazards identified have the potential for significant impact and mitigation measures that will be proposed so that the hazards are less than significant. The deliverable will be a stand-alone section for inclusion in the overall EIR.

Hydrology

Haley & Aldrich will develop the Hydrology and Hydraulics section of the EIR. This section will address the local environmental setting (regional hydrology, local hydrology and drainages, water supply, surface water quality, groundwater resources, flood hazards, and dams). The section will include a discussion of the regulatory framework governing the uses and protection of water resources (e.g., Federal Clean Water Act, California Porter-Cologne Water Quality Act, municipal stormwater requirements, local ordinances). It will also provide an evaluation of potential short term (construction) and long term (operational) project impacts on hydrology and water quality as well as alternative mitigation measures to address them. The deliverable will be a stand-alone section for inclusion in the overall EIR.

Noise – Vista Environmental

The approach used for noise analyses typically includes identifying noise sources in the project study area, obtaining noise measurements of the existing ambient noise levels in the vicinity of the project site, evaluating construction-related noise impacts at the nearby sensitive receptors through use of FHWA’s Roadway Construction Noise Model (RCNM), utilizing FHWA’s RD-77-108 or TNM noise models to model traffic noise increases created by the project, utilizing reference noise measurements and

standard drop-off rates or the SoundPlan model to analyze noise impacts from non-transportation noise sources, and determining if any thresholds have been exceeded and, if necessary, providing mitigation to reduce impacts to less than significant levels.

Traffic – Transpo Group

The Transportation/Traffic element will be led by our team member Transpo Group (Transpo) who has extensive experience in carrying out such studies across Southern California as well as working as an integral part of the Chambers Group team. Transpo has been involved in various controversial studies and will bring their expertise to the Beaumont projects.

Transpo will prepare a transportation impact analysis (TIA) for the proposed projects to determine whether there would be potential for traffic impacts to the surrounding street network related to the trips generated by the subject project. The TIA will investigate the various modes of transportation including vehicular modes, transit, pedestrians and bicycles; it will also determine whether the proposed project access and parking are adequate.

The TIA will be prepared consistent with the requirements of the City of Beaumont, Riverside County, and Caltrans and will include in general the following tasks:

- Data collection to obtain typical weekday and weekend traffic counts for the study intersections and roadway segments.

- Project trip generation based on rates published in the Institute of Transportation Engineers' (ITE) Trip Generation, 10th Edition or "operational" analysis based on information provided by the City regarding the daily and hourly traffic flow estimated for the proposed project.

- Project impact analysis to determine the impacts of the proposed project in terms of levels of service (LOS), accessibility and efficiency, and safety.

- Traffic Impact Analysis document that includes work assumptions, analysis procedures, findings, graphics, impacts, and recommendations for review by the project team.

J. Cost

Below is the rate schedule for key personnel (marked with an asterisk [*]) from Chambers Group and its subconsultants. Also included are hourly rates for various staff and titles that may provide support to projects on an on-call basis. Chambers Group has kept our rates consistent with our current contract.

Labor Category	Hourly Rate
CHAMBERS GROUP	
Director	175
Managing Environmental Planner	155
Senior Environmental Planner	128
Staff Environmental Planner	105
Assistant Environmental Planner	85
Senior Biologist	139
Senior Project Biologist/Botanist	128
Staff Biologist/Botanist	105
Biologist/Botanist	95
Managing Cultural Resources Specialist	145
Senior Cultural Resources Specialist	120
Project Cultural Resources Specialist	99
Cultural Resources Specialist	82
Assistant Cultural Resources Specialist	67
Staff GIS Analyst	109
Office Support	56 - 85
VISTA ENVIRONMENTAL	
Air Quality/GHG/Noise Analyst	100
TRANSPO GROUP	
Engineer/Planner/Analyst/Principal/Director Lvl 7	65-115
Engineer/Planner/Analyst/Proj Adm – Level 6	50-85
Engineer/Planner/Analyst/Proj Adm – Level 5	45-75
Engineer/Planner/Analyst/Proj Adm – Level 4	35-50
Engineer/Planner/Analyst/Proj Adm – Level 3	30-45
Engineer/Planner/Analyst/Proj Adm – Level 2	25-40
Engineer/Planner/Analyst/Proj Adm – Level 1	15-35
HALEY + ALDRICH	
Principal Consultant	299
Technical Expert 3	299
Construction Program Manager	252
Program Manager	252

Proposal: On-Call Environmental Services

City of Beaumont

Labor Category	Hourly Rate
Technical Expert 2	252
Sr. Project Manager 2	235
Technical Expert 1	235
Senior Consultant	235
Sr. Construction Project Manager	207
Sr. Project Manager 1	207
Sr. Technical Specialist 2	207
Construction Project Manager	188
Project Manager	188
Sr. Technical Specialist 1	188
Project Coordinator	166
Technical Specialist	166
Sr. Scientist/Geologist/Engineer	149
Staff Scientist/Geologist/Engineer	137
Engineer 3/Geologist 3/Scientist 3	129
Engineer 2/Geologist 2/Scientist 2	114
Engineer 1/Geologist 1/Scientist 1	109
Sr. Graphics	142
Graphics	121
Sr. Technician	112
Technician	89
Project Support	89

EQUIPMENT/OTHER DIRECT COSTS

<u>OTHER DIRECT COSTS</u>	<u>UNIT</u>	<u>UNIT COST</u>
Copies - Internal	per page	\$0.15
Color Copies 8"X11"	per page	\$1.00
Color Copies 8"X17"	per page	\$2.00
GIS Machine & license	per hour	\$15.00
GIS Materials	actual	
Field Vehicle Use: Off Road 4WD	per day	\$65.00
Mileage	per mile	Fed Rate
GPS – Real time, Trimble	per day	\$60.00
CD-ROM's	per CD	\$2.00
Mail/Delivery	actual	
Outside Printing	actual	
All Other Outside Services	actual	
Bio Survey/Monitoring Equipment	per day	\$6.00
Bio Survey/JD/Restoration Equipment	per day	\$8.00
Bio Fish Survey Equipment	per day	\$15.00
Focused Plant Survey Equipment	per day	\$10.00
Cultural Survey Equipment	per day	\$6.00
Cultural Site Recording	per day	\$8.00
Cultural Testing/Excavation	per day	\$14.00
Cultural Monitoring Equipment	per day	\$10.00
iGage	per day	\$15.00
Sonabat	per day	\$46.00
Electrofischer	per day	\$200.00

• All outside services carry a 10% markup.

K. Other Information for Consideration

Customer Service Philosophy

Here at Chambers Group, providing our clients with top-notch customer service begins with listening. We will always first listen to your needs, concerns, and issues, and apply our expertise to solving your environmental challenges. We are here to help you anytime – we are available by phone (office and cell), text and email. Our customer service best practices is built to gain a trusting relationship and includes responding to messages as early as possible within a 24-hour period, submitting deliverables on time, and to notify you of any issues as early as can be foreseen or as they arise, not after the fact. Chambers Group employees provide all clients with mutual respect, professional integrity, and a positive can-do approach.

Conflict of Interest

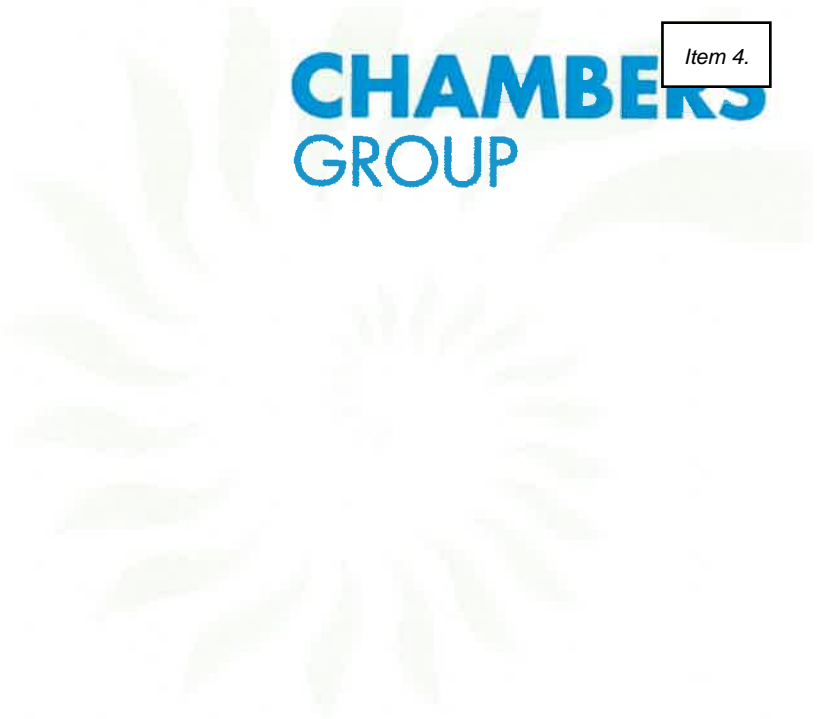
We assure the City that Chambers Group or any of our affiliates do not have any financial, business, or other relationships with the City or any other entity that may pose as an actual, potential, or perceived conflict of interest. Should an actual or perceived conflict be found, the Chambers Group shall make full disclosure of such conflict to all involved parties and obtain the informed consent of all parties before proceeding on any project.

L. Liability Insurance

Chambers Group has the appropriate professional liability insurance required to carry out our professional services to the City. Such insurances will name the City of Beaumont as additional insured and will be in force at the time of contract execution. Our current coverage includes:

- Commercial General Liability – \$1,000,000 each occurrence / \$2,000,000 aggregate
- Umbrella Liability – \$4,000,000 each occurrence / \$4,000,000 aggregate
- Worker’s Compensation – \$1,000,000 each accident
- Professional Error & Omissions – \$1,000,000 per claim / \$2,000,000 aggregate

Appendix - Resumes



Eunice Bagwan

Assistant Environmental Planner

EDUCATION

MS, Environmental Management and Planning, Johns Hopkins University, Baltimore, MD 2015
BS, Environmental and Occupational Health and Safety, California State University, Northridge, CA 2011

TRAINING

NEPA Basics – Fundamentals:2015
EPA New Rule Defining Waters of the U.S.
USACE:2015
CEQA Essentials: 2015
SCE’s EDGE Program Safety First Workshop 2016

AFFILIATIONS

Association of Environmental Professionals: Conference Student Coordinator
Institute of Electrical and Electronics Engineers
Conservation Steward: North Etiwanda Preserve
University of Redlands Student Liaison.

PROFESSIONAL EXPERIENCE

Eunice. Bagwan has a background in CEQA and NEPA environmental impact assessments as well as technical writing and editing. She has assisted with the preparation, writing, and editing environmental documents, such as IS/MNDs, Categorical Exemptions, EIRs and safety related documents such as job hazard safety forms and safety plans. Eunice has also managed and co-managed various projects as a Deputy Project Manager and Project Manager.

PROJECT EXPERIENCE

City of Beaumont On Call for Environmental Services, Task Order Hidden Canyon Industrial Park Plot Plan, Beaumont, CA

Assistant Planner. Eunice supported the City for the Hidden Canyon Industrial Park Plot Plan. The Project proposed to construct a 2.89 million square foot warehouse project in two buildings. Amendments to the plan were processed in 2005 and 2012 utilizing addendums to the EIR. The City proposed to approve an update to the project plot plan, however, delays were met due to responses from LIUNA that the project required a new CEQA review due to plot changes from the original project. Chambers Group provided the City guidance by identifying CEQA guidelines that applied to the project on identifying whether a new CEQA process was required.

City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative for Commercial Center, Beaumont, CA

Assistant Planner. Eunice evaluated the permit application for compliance with the City’s General and Specific Plan and conducting peer review of the applicant-prepared IS/MND to evaluate impacts associated with the project and ensure compliance with CEQA. The proposed commercial shopping center consisting of approximately 37,800 square feet of shopping center, a 4,300-square foot bread/donut/bagel shop, a 4,370-square foot car wash, and an 8-service bay tire store. The proposed project site covers a total of 7.07 acres. The remaining area of the project site would consist of 56,991 square feet of landscaping and 188,947 square feet of roads and walkways.

City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA

Assistant Planner. Chambers Group was selected to provide on-call environmental services to the City of Beaumont. Services include peer review of previously prepared IS/MND for various City projects. Eunice assisted in peer review of the environmental documents focusing on technical sections such as Aesthetics, Agricultural Resources, Geology/Soils, Hazardous Materials, Hydrology, Land Use, Mineral Resources, Public Services, Recreation, and Utilities/Service Systems.

City of Beaumont On Call for Environmental Services, Task Order Oakridge RV Storage, Beaumont, CA

Environmental Planner. The proposed project would develop a recreational vehicle storage facility on a 2.67 acre parcel in the City of Beaumont east of Maple Avenue and north for First Street. The project site is located on a privately owned, undeveloped property in the City of Beaumont. Chambers Group evaluated the Cultural Resources Report, Biological Survey Report, Draft Initial Study / Mitigated Negative Declaration, and Air Quality and Noise analyses.

City of Beaumont On Call for Environmental Services, Task Order Beaumont Brookside, Beaumont, CA

Environmental Planner. The proposed project consists of drafting an Initial Study for an existing RV storage facility in the City of Beaumont. The existing RV storage facility, located on a 24.77 acre-site, was constructed prior to the annexation of the project area and was not issued a Conditional Use Permit. Chambers Group reviewed the Initial Study supporting the adoption of an MND and technical studies such as a Trip Generation Analysis, Biological Resources Study, Cultural-Archaeological Study, and Air Quality, Greenhouse Gas, and Noise models.

The Rincon Development Project Initial Study/Mitigated Negative Declaration (Formerly Golden Triangle), City of Chino Hills, CA

Environmental Planner. Eunice assisted in the development and approval of an IS/MND consistent with CEQA. Chino Hills Golden Triangle LLC proposes to develop a 10.42-acre parcel located in the City of Chino Hills at the southwest corner of the Soquel Canyon Parkway off-ramp and State Route 71 (SR 71) as a 157,100-square-foot mixed commercial center. Since the approval of the IS/MND, the developer has revised the site plan and Eunice is assisting with a Subsequent MND to analyze the changes to the original Project.

Orange County Public Works, Initial Study/Negative Declaration for the Orange County Code of Ordinance Proposed Project Amendment, Newport Beach, Orange County, CA

Assistant Planner. The County proposed to amend the Orange County Code of Ordinance by legalizing the presence of dogs to a portion of the mouth of the Lower Santa Ana River, located between the City of Newport Beach and Huntington Beach. Eunice composed the project description of the project and assisted in drafting the IS checklist on analyzing potential impacts of the proposed project on the project area focusing on Aesthetics, Agricultural Resources, Geology/Soils, Hazardous Materials, Land Use, Mineral Resources, Public Services, Recreation, and Utilities/Service Systems. Eunice drafted the required notices and prepared the distribution list for public circulation. Due to public concern of the proposed project, Chambers Group prepared a draft and final ND at an expedited rate in order to meet County deadlines.

Orange County Public Works, Initial Study/Mitigated Negative Declaration for the Civic Center Building 16 Demolition, Santa Ana, Orange County, CA

Assistant Planner. Eunice assisted the preparation of an IS/MND and the MMRP for the demolition of Building 16, within the Orange County Civic Center. Due to project schedule concerns, the administrative draft of the IS/MND was prepared in only 1.5 weeks from receipt of notice to proceed. Due to the age of the building required a full historic resources assessment was conducted.

Mike McEntee
Chief Operating Officer
Senior Director

EDUCATION

BA, Biology, California State University, Fullerton, 1995

TRAINING

Southwestern Willow Flycatcher Workshop, Southern Sierra Research Station
Marine Corps Certified Range control OIC/RSO
BLM Flat-Tailed Horned Lizard Training

CERTIFICATIONS

California gnatcatcher: authorization to survey, locate and monitor nests, remove brown-headed cowbird eggs and chicks from parasitized nests; USFWS Permit #TE099463-0; Least Bell's vireo: authorization to locate and monitor nests, remove brown-headed cowbird eggs and chicks from parasitized nests; USFWS Permit #TE099463-0
Southwestern willow flycatcher: authorization to survey, locate and monitor nests, remove brown-headed cowbird eggs and chicks from parasitized nests; USFWS Permit #TE099463-0

AFFILIATIONS

Member of the USFWS and USGS least Bell's vireo, southwestern willow flycatcher, and yellow-billed cuckoo recovery working group

PROFESSIONAL EXPERIENCE

Mike McEntee is a biologist with 20 years of environmental consulting experience. He works with clients to document compliance of complex permit requirements and conditions, drafts Biological Assessments and negotiates long-term management agreements for mitigation lands.

He specializes in biological surveys and mitigation monitoring for large construction projects and has conducted surveys for least Bell's vireo, coastal California gnatcatcher, southwestern willow flycatcher, western snowy plover, burrowing owl, arroyo toad, gray fox, Yuma clapper rail, black rail, yellow-billed cuckoo, mountain yellow legged frog, coast range newt, California red legged frog, Santa Ana sucker, bats, macroinvertebrates, and plants.

In addition, he has successfully assisted clients in obtaining federal and state permits from the U.S. Army Corps of Engineers (USACE), the U.S. Fish and Wildlife Service (USFWS), the California Department of Fish and Wildlife (CDFW), and the Regional Water Quality Control Board (RWQCB). He has worked on projects throughout the western United States and has strong relationships with a broad array of state and federal regulators.

PROJECT EXPERIENCE

Sanitation District of Los Angeles County On-Call, Los Angeles County, CA

Program Manager. Mike was responsible for coordination with Los Angeles County Sanitation District project managers, contractors, regulatory agencies and oversight for CEQA compliance, biological surveys, and mitigation monitoring. The project involved numerous sites located within the District's 800-square mile service area. The District required biological/environmental support to construct, operate and maintain facilities to convey, treat, recycle, and dispose of sewage and industrial wastes and generate recycled water, electrical power, and biosolids as part of the treatment process.

On-Call Environmental Services, Los Angeles County Department of Public Works (LACDPW), Los Angeles County, CA

Principal Biologist. Mike was responsible for coordination with LACDPW and oversight for CEQA compliance, biological surveys, and wetlands delineations, involving numerous sites located in Los Angeles County and the Angeles National Forest. Over 100 task orders have been completed on the on-call contract over the past decade. The surveys and reports were required by the U.S. Forest Service (USFS) to allow Los Angeles County to conduct maintenance and improvement activities. Individual projects have included: Angeles Forest Highway Over Mill Creek, Natural Environment Study (NES) and Biological Assessment; Big Tujunga Wash Master Mitigation Bank Plan, Biological Services; Sierra Highway Widening and Realignment, Biological Services, Jurisdictional

Delineation, and Permitting; Cooks Canyon Crib Dam M1-A Debris Basin Dewatering System, Vegetation Surveys; Live Oak Reservoir Cleanout, Environmental Services; Spunky Canyon Road Sediment Removal, Biological Services; Avalon Bridge Over Dominguez Channel, Biological Resource Survey and Jurisdictional Delineation; Fitch Avenue Bridge Replacement, Biological and Cultural Services; and Sierra Highway Over Mint Canyon Wash, Biological Survey.

I-405 Sepulveda Pass Widening Project, Kiewit Pacific Los Angeles, Los Angeles County, CA

Project Director. Mike assisted with the design build process to minimize environmental impacts and reduced costs, assisted with the development of the mitigation plan and conducted all negotiations. He coordinated efforts with Kiewit Pacific, CDFW, and California Department of Transportation (Caltrans) for surveys including sensitive plants, vegetation communities, native trees, nesting birds, bats (day and night), and sensitive species constraints mapping in 2009 and 2010 on both sides of the I-405 freeway. Mike developed an Environmental Compliance Monitoring Program, Pre-Construction Bat Surveys in accordance with the CDFW Streambed Alteration Agreement, and developed the Contractor Education Brochure for this project. Recently, a nesting bird was discovered within the project footprint and the CDFW placed a work stoppage for the remainder of the nesting season. This stoppage would have lasted several months and would have cost millions of dollars. He and his team worked around the clock to develop a strategy and coordinate with CDFW to allow construction activities to resume. In cooperation with the agency, Mike and his team prepared a mitigation plan to avoid impacts to the birds, trained construction crews around the clock on the measures in the plan, performed requested clearance surveys, and conducted daily monitoring. This joint effort brought the project back on track in two business days.

Marblehead Coastal Development Project, SunCal, San Clemente, Orange County, CA

Principal Biologist. This 250-acre site is the last large coastal property to be developed along the Orange County coastline. Mike provided environmental consulting services, which included supplying technical assistance needed to acquire a Coastal Development Permit and ensure compliance with all other applicable permits, as well as conduct focused gnatcatcher surveys, construction monitoring, ecological restoration and performance monitoring for five years. He ensured compliance with all conditions of the Habitat Management Plan (HMP) during initial vegetation clearing/grubbing, erosion control and project construction phases. Restoration efforts included enhancement of native grasslands and coastal bluff scrub. The HMP was designed to maximize the habitat value for coastal California gnatcatcher and other species dependent on sage scrub as well as to enhance the functional value of the preserved/restored wetlands within the canyons by improving connectivity and allowing for wildlife movement between each area.

Paul Morrissey
Director of Biology

EDUCATION

MS, Biology, California State University, Dominguez Hills, 2005

BS, Biology, California State University, Dominguez Hills, 2001

CERTIFICATIONS

USFWS Permit, #TE182550-1, CDFW Scientific Collector's Permit, #SC-008151

USACE, Wetland Training Institute, Wetland Delineator Certification

Desert Tortoise Surveying Techniques Workshop, Desert Tortoise Council, qualified desert tortoise biologist

CDFW authorized to take, possess, and transport flat-tailed horned lizards, 2007 Marvin M. Black Excellence in Partnering Award for the San Gabriel River Project Southwestern Willow Flycatcher Workshop, Southern Sierra Research Station;

Basic Tracking, Earth Skills Electrofishing and Fish Handling Techniques

PROFESSIONAL EXPERIENCE

Paul Morrissey has more than 15 years of experience participating in and conducting terrestrial and aquatic/marine studies, with a comprehensive background in both collecting data and performing biological monitoring surveys. He is an experienced biologist, field manager, and project manager. He has coordinated with state and federal agencies to develop and implement effective mitigation and monitoring plans for listed and sensitive species and to ensure compliance with state and federal laws. Working on and managing complex linear projects such as the Pacific Gas and Electric (PG&E) and San Diego Gas & Electric (SDG&E) power transmission line projects has made him familiar with the flora and wildlife species within Riverside, San Diego, and Imperial counties. He has conducted wetlands delineations pursuant to Section 404 of the CWA and riparian delineations pursuant to Section 1601/1603 of the California Department of Fish and Wildlife (CDFW) Code. He has also prepared jurisdictional delineation reports and prepared permit applications for the U.S. Army Corps of Engineers (USACE), CDFW, and Regional Water Quality Control Board (RWQCB). He has performed agency consultations, prepared CDFW and Bureau of Land Management (BLM)/United States Fish and Wildlife Service (USFWS) permits for state and federal-listed species, and developed habitat mitigation monitoring plans and restoration plans for associated impacts. He has authored technical biological sections of PEAs and has negotiated mitigation measures with the CPUC to receive authorization of construction for utility tie line projects.

Paul has assisted in the designs of several projects to identify and minimize potential impacts. In fact, Paul earned Chambers Group the Marvin M. Black Award for partnering by the Associated Contractors of America for a stilling pool design and implementation which allowed the award-winning project to move forward.

PROJECT EXPERIENCE

TL 637 Wood to Steel Pole Replacement, Surveys, and Jurisdictional Delineations, San Diego Gas & Electric (SDG&E), Creelman Substation to Santa Ysabel Substation, San Diego County, CA

Project Manager. Paul has coordinated and provided focused surveys for arroyo toad, Stephen's kangaroo rat, coastal California gnatcatcher, rare plant surveys and jurisdictional delineations for TL 637 since 2010. He has worked closely with SDG&E Land Managers Molly Dana and Bruce Swanson regarding land owners such as Tulloch to allow surveys to commence on private lands. Paul has worked closely with U.S. Forest Service (USFS) representative Kirsten Winter for the two poles on Cleveland National Forest (CNF) lands. He has analyzed impacts to CNF, Mt. Gower Preserve, Simon Park Preserve, Ramona Grassland Preserve and NCCP areas for this project. Paul authored the Biological Technical Report and the biology sections of the PEA for this project. The PEA was submitted in early 2013. He met with the CPUC on site to discuss the project and help negotiate CPUC mitigation measures. Several draft measures provided by the CPUC would have caused a costly delay in construction. He worked with the SDG&E

Proposal: On-Call Environmental Services

City of Beaumont

team in an effort to change the mitigation measure requirements and allow project construction to commence. The CPUC has granted approval regarding the changes over the phone, and are currently waiting for written authorization approval.

09-360 CNF Master Services Use Permit, Surveys, Jurisdictional/Wetland Delineations, and Vegetation Mapping, San Diego Gas & Electric (SDG&E), San Diego County, CA

Project Manager. Paul is working with San Diego Gas & Electric in the CNF to conduct wildlife surveys, plant surveys, jurisdictional/wetland delineations, and vegetation mapping for all of the proposed project elements including existing poles, replacement poles, anchors, new poles, systems upgrades, stringing sites, staging areas, landing zones, guard structures, undergrounding areas, handhole locations, access roads, and any other identified component that may contribute to the proposed project's overall footprint within and around CNF to apply for a 50-Year Master Special Use Permit. An EIS has been required by CNF for the Master Special-Use permit in anticipation of physical ground disturbance due to proposed action for the Fire Prevention Plan. Survey areas were not restricted to CNF lands. Survey areas consisted of six TLs, six circuits, access roads, temporary work spaces, and associated facilities. He coordinated all biological surveys conducted during the course of several months in the spring, summer, and fall of 2010, and again in the summer to fall of 2011. Focused rare plant surveys and sensitive wildlife surveys for the targeted species were performed in accordance with survey protocols set forth by CDFW, the California Native Plant Society (CNPS 2001), and USFWS Guidelines. Paul authored the biological technical report for the PEA for these TLs. He is currently conducting jurisdictional/wetland delineations with SDG&E Engineers and Construction Administrators to determine whether facilities are within jurisdictional features and if the facilities can be moved out of the wetland/water features for all TLs and circuits. Recommendations are documented for use by SDG&E to adjust the PLS CAD design. For any facilities that cannot be relocated outside of these readily definable wetland/water areas based on SDG&E review including surveyor CAD design, construction impact minimization recommendations are provided for all such facilities. These facilities will be assumed to be located in jurisdictional areas, and appropriate permits will be obtained prior to construction. Paul is also managing multiple fielding efforts for various TLs and circuits working with the engineering team to identify alternative pole relocations in areas with no or minimal disturbance of sensitive resources. He is also drafting sections of the PEA and BTR for TL 637 which has been removed from the MSUP documents and had developed responses for CPUC for project approval.

Wood to Steel Transmission Line and Distribution Projects, Biological and Water Resources Surveys, San Diego Gas & Electric (SDG&E), San Diego, San Diego County, CA

Project Manager. Paul surveyed and coordinated surveys for several transmission and distribution lines ranging from a couple miles to 14 miles in length, in an effort to assess wood poles for steel replacement. He conducted and coordinated surveys for biological resources and water resources, analyzed constraints for local, state and federal regulations, and produced maps for SDG&E design engineers to determine if proposed locations for steel pole are in areas with the least potential impacts to sensitive resources. This analysis was done for each specific existing wood pole proposed for removal and for new pole installations, and included identification of access routes to the pole and the type of removal and installation methods to be implemented to reduce impacts. Impacts and mitigation was analyzed and documented into a Pre-activity Survey Report. A CEQA Initial study checklist was included for each transmission/distribution line, and included an Environmental Release with specific project measures to avoid impacts to sensitive resources. Paul authored biological technical reports and technical sections for PEAs. He personally met Dudek and CPUC staff on site to discuss the TL 637 project, and strategized with SDG&E regarding negotiation of mitigation requirements for project authorization.

San Gabriel River Management, Biological Surveys, Los Angeles County Department of Public Works (LACDPW), Tujunga, Los Angeles, Azusa, Los Angeles County, CA

Project Manager. Chambers Group was contracted by LACDPW to conduct a full suite of biological surveys in support of sediment removal activities. To increase the carrying capacity of the San Gabriel Reservoir, over 500,000 cubic yards of sediment removal was required. Chambers Group conducted quantitative wildlife and plant surveys in 1997, 1999, 2001, and 2003 through 2011 to determine the resources present in the San Gabriel River project area and to determine potential effects of construction on the sensitive resources in the immediate area. The study area included the East Fork and West Fork of the San Gabriel River, Brown's Gulch, and the main channel of the San Gabriel River, from the San Gabriel Reservoir through the Morris Reservoir downstream to below Santa Fe Dam. Paul coordinated and performed amphibian, reptile, fish, large-mammal, and avian surveys; vegetative cover analysis; and macroinvertebrate collection in support of the overall functional analysis. Because the aquatic habitat was the habitat most directly impacted by the sediment removal from San Gabriel Reservoir on the San Gabriel River, an aquatic functional value model using a majority of the evaluation variables from the CDFW Stream Assessment Procedures (CDFW 1999) was developed to address aquatic habitat values. This model was developed by Chambers Group to determine the potential of a site in Big Tujunga Wash to mitigate for impacts to the San Gabriel River. Habitat variables used in the model included In-stream Cover, Epifaunal Substrate, Bank Vegetative Protection, and Bank Stability, in addition to Vegetative Roughness for the channel and exotic aquatic vertebrates, because non-native fishes and bullfrogs were considered to have a large impact on native species in the San Gabriel River aquatic system. Macroinvertebrates were collected 4 times a year at 14 locations and identified to the lowest possible taxon (genus) from 2003 to 2011, following the California Stream Bioassessment Procedures. Biological metrics were analyzed and used to calculate Index of Biotic Integrity values to assess the quality of the benthic communities. Chambers Group performed construction monitoring during sediment removal activities from 2005 to 2007. Paul Morrissey lead a team of 20 biologists and relocated and monitored thousands of federally listed Santa Ana suckers and other California Special Concern Species, including the Santa Ana speckled dace, arroyo chub, rainbow trout, and prickly sculpin, during construction. In 2007, sediment removal activities were placed on hold by the Agencies due to high flow conditions in the spring. The force of the flowing stream against fish exclusion nets was too high to exclude federally listed fish from the project site. The cost for idle construction crews was estimated at over \$100,000 per day. Chambers Group staff worked with construction engineers to design a stream flow dissipation area just upstream of the work site. The design allowed water to slow from 250 cubic feet per second (cfs) to 0.33 cfs against the nets. USFWS and CDFW visited the site to inspect the design and functionality and gave concurrence to proceed with sediment removal activities. *Chambers Group was awarded the 2007 Associated General Contract Marvin M. Black Excellence in Partnering Award between Chambers Group and Barnard Construction Co. for the events that took place in 2007.*

Saraiah Skidmore
Biology Project Manager
Biology

EDUCATION

BS, Biology, California State University, Fullerton, 2006

CERTIFICATIONS

Scientific Collector's Permit # 009105, California Department of Fish and Wildlife (CDFW) Surveying, Monitoring, and Handling Techniques Workshop, Desert Tortoise Council
BLM Flat-tailed Horned Lizard Training
Intro to Birding Workshop – Sea and Sage Audubon Society

PROFESSIONAL EXPERIENCE

Saraiah Skidmore has 12 years of experience as a biologist providing project management on small-and large- scale projects, field studies, data analyses, regulatory compliance, mitigation, and reporting. She is familiar with the identification of wildlife and plant species as well as major plant communities and vegetation. She has experience coordinating with multiple agencies.

She has performed field studies including biological reconnaissance-level surveys, habitat assessments, nesting bird surveys, vegetation community mapping, plant transects for habitat success maintenance and monitoring, and jurisdictional delineations. Following current protocols, she has conducted focused surveys for federal- and state-listed wildlife species and California special concern species including: desert tortoise, burrowing owl, snowy plover, least Bell's vireo, coastal California gnatcatcher, coast range-newt, southwestern pond turtle, flat-tailed and coast horned lizards, as well as listed and/or rare plant species. Sara has authored and co-authored many biological and environmental reports.

PROJECT EXPERIENCE

City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative for Commercial Center, Beaumont, CA

Biologist. The team evaluated the permit application for compliance with the City's General and Specific Plan and conducting peer review of the applicant-prepared IS/MND to evaluate impacts associated with the project and ensure compliance with CEQA. The proposed commercial shopping center consisting of approximately 37,800 square feet of shopping center, a 4,300-square foot bread/donut/bagel shop, a 4,370-square foot car wash, and an 8-service bay tire store. The proposed project site covers a total of 7.07 acres. The remaining area of the project site would consist of 56,991 square feet of landscaping and 188,947 square feet of roads and walkways.

City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA

Biologist. Chambers Group was selected to provide on-call environmental services to the City of Beaumont. Services include peer review of previously prepared IS/MND for various City projects. The team assisted in peer review of the environmental documents focusing on technical sections such as Aesthetics, Agricultural Resources, Geology/Soils, Hazardous Materials, Hydrology, Land Use, Mineral Resources, Public Services, Recreation, and Utilities/Service Systems.

City of Beaumont On Call for Environmental Services, Task Order Oakridge RV Storage, Beaumont, CA

Biologist. The proposed project would develop a recreational vehicle storage facility on a 2.67 acre parcel in the City of Beaumont east of Maple Avenue and north for First Street. The project site is located on a privately owned, undeveloped property in the City of Beaumont. Chambers Group evaluated the Cultural Resources Report, Biological Survey Report, Draft Initial Study / Mitigated Negative Declaration, and Air Quality and Noise analyses.

City of Beaumont On Call for Environmental Services, Task Order Beaumont Brookside, Beaumont, CA

Biologist. The proposed project consists of drafting an Initial Study for an existing RV storage facility in the City of Beaumont. The existing RV storage facility, located on a 24.77 acre-site, was constructed prior to the annexation of the project area and was not issued a Conditional Use Permit. Chambers Group reviewed the Initial Study supporting the adoption of an MND and technical studies such as a Trip Generation Analysis, Biological Resources Study, Cultural-Archaeological Study, and Air Quality, Greenhouse Gas, and Noise models.

City of Beaumont On Call for Environmental Services, Task Order Any Size RV and Boat Storage CEQA Peer Review, Beaumont, CA

Environmental Planner. A 3.15 acre project site consisting of two parcels located on the north side of Sixth Street between Xenia Avenue and American Avenue in the City of Beaumont. The proposed project is to develop an outdoor storage facility of RV's, trailers, and boats. Chambers Group evaluated the Archaeological Survey, Water Quality Management Plan, Initial Study and Air Quality studies for the proposed project.

JMD Hospitality, Home2Suites by Hilton Hotel Project, Environmental Studies, Redlands, CA

Biologist. Saraiah was part of the team for the preparation of environmental studies for the proposed hotel development in the City of Redlands. The project was a hotel commercial development on vacant land, nearby existing commercial facilities. She coordinated with the Client and City in obtaining updated traffic data. Chambers Group provided a quick turn-around in completing the technical studies to meet submission deadlines of the Client.

The Rincon Development Project Initial Study/Mitigated Negative Declaration (Formerly Golden Triangle), City of Chino Hills, CA

Biologist. Saraiah assisted in the development and approval of the biological resources sections of an IS/MND consistent with CEQA. Chino Hills Golden Triangle LLC proposes to develop a 10.42-acre parcel located in the City of Chino Hills at the southwest corner of the Soquel Canyon Parkway off-ramp and State Route 71 (SR 71) as a 157,100-square-foot mixed commercial center. Since the approval of the IS/MND, the developer has revised the site plan and Saraiah is assisting with the biological resources sections of a Subsequent MND to analyze the changes to the original Project.

Ryan Glenn, RPA

Associate Cultural Resources Specialist

EDUCATION

MA, Archaeology/
Zooarchaeology, California
State University, Los Angeles,
2011

BA, Anthropology, University
of Southern California, 2006

CERTIFICATIONS

Register of Professional
Archaeologists (RPA)

AFFILIATIONS

Lambda Alpha –
Anthropological Honor
Society CSULA
California Coastal
Archaeology Society
Society California
Archaeology
Society American
Archaeology
American Anthropological
Society
Golden Key Honor Society
International Council of
Archaeozoology (ICAZ)

PROFESSIONAL EXPERIENCE

Ryan is a registered professional archaeologist specializing in zooarchaeology and human osteology, with detailed working knowledge of Southern California Geology and Paleontology. He has eight years of experience in California cultural resource management and biological archaeology and has performed tasks in many facets of the discipline.

Ryan specializes in the identification and analysis of biological remains in forensic and archaeological contexts. His prime research interests lie in better understanding the relationships between humans and their biologic environment and how these interactions are recorded in the archaeological record. He routinely authors journal articles and presents papers at California conferences on these and related topics.

Ryan’s graduate education also included two years of university level courses in California Geology. He also has four years’ experience assessing Paleontological resources and producing in-depth reports. This knowledge helps him better understand the developmental processes of California’s many geomorphic regions. Ryan’s wide-ranging interests and educational background in the social and natural sciences allows him to better understand archaeological processes and convey this information through many different lenses.

PROJECT EXPERIENCE

City of Beaumont On Call for Environmental Services, Task Order Any Size RV and Boat Storage CEQA Peer Review, Beaumont, CA

Cultural Services. A 3.15 acre project site consisting of two parcels located on the north side of Sixth Street between Xenia Avenue and American Avenue in the City of Beaumont. The proposed project is to develop and outdoor storage facility of RV’s, trailers, and boats. Chambers Group evaluated the Archaeological Survey, Water Quality Management Plan, Initial Study and Air Quality studies for the proposed project.

City of Beaumont On Call for Environmental Services, Task Order Oakridge RV Storage, Beaumont, CA

Cultural Services. The proposed project would develop a recreational vehicle storage facility on a 2.67 acre parcel in the City of Beaumont east of Maple Avenue and north for First Street. The project site is located on a privately owned, undeveloped property in the City of Beaumont. Chambers Group evaluated the Cultural Resources Report, Biological Survey Report, Draft Initial Study / Mitigated Negative Declaration, and Air Quality and Noise analyses.

City of Beaumont On Call for Environmental Services, Task Order Initial Study/Mitigated Negative Declaration Peer Review, Beaumont, CA

Cultural Services. Chambers Group was selected to provide on-call environmental services to the City of Beaumont. Services include peer review of previously prepared

IS/MND for various City projects. The team assisted in peer review of the environmental documents focusing on technical sections such as Aesthetics, Agricultural Resources, Geology/Soils, Hazardous Materials, Hydrology, Land Use, Mineral Resources, Public Services, Recreation, and Utilities/Service Systems.

Johnson's Landing Project, Salton Sea, Imperial Irrigation District, Imperial County, Salton City, CA

Ryan assisted with the cultural resources survey for a 67-acre study on lands administered by the Bureau of Reclamation (BOR) for the IID Johnson's Landing Pilot Project and Boat Ramp located in Imperial County. His responsibilities included records search, historic and ethnographic background research and aided with the final report submitted to the client.

Blackstone Development Project, Orange County, Brea, CA

Lead Archaeological and Paleontologist. Ryan conducted all on-site monitoring for both archaeological and paleontological resources for Mesa Contracting Corporation's grading and development of the Brea hills. His responsibilities included coordinating on-site personnel in the management of cultural and paleo resources, compiling and analyzing GIS data and maintaining and fostering relationships with contractors and real estate developers.

Camden Hollywood Project, Bernards, Los Angeles County, Hollywood, CA

Lead archaeological and paleontological monitor for the development of a mixed-use commercial and residential structure in Hollywood. Duties included attending kickoff meeting, long-term cultural and paleontological monitoring and co-authoring the final monitoring report.

Cal Water Lake Hughes Tank Replacement, California Water Service Company, Los Angeles County, Lake Hughes, CA

Archaeologist. Ryan conducted the intensive pedestrian survey of site of replacement water tank. The current tank was going to be removed and replaced with a larger 150K-gallon welded tank. This will increase water compacity to this portion of the Antelope Valley. Ryan's tasks included: adequately documenting the site, recording all prehistoric and historic artifacts present on the property and then complete a Negative Findings report.

Hampshire Road Pipeline Project, MND, California Water Service Company, Ventura County, Thousand Oaks, CA

Lead Archaeologist. Ryan was responsible for the cultural resources portions of the MND for the project which included technical studies for air quality, noise, greenhouse gas emissions, and the cultural resources. The project includes construction of one of two pipeline alternatives to increase the reliability of supply to the southern portion of the Westlake service area.

ELA Station 55 New Reservoir Project, IS, Los Angeles County, Commerce, CA

Lead Archaeologist. Ryan was responsible for all the cultural resources tasks and the preparation of an IS for the project which included technical studies for air quality, noise, and greenhouse gas emissions and cultural resources. The project includes the construction of a new 1.5 million-gallon (MG) capacity reservoir at the existing East Los Angeles (ELA) Station 55.

San Francisquito Dam Survey, Los Angeles County, Valencia, CA

Ryan provided survey assistance while documenting the location of fragments of the Historic San Francisquito Dam for Caltrans. His involvement included survey, photography, post-processing of field materials and co-authoring the final report.

Nancy E. Gardiner, CPESC, QSD, QSP

Senior Client Leader

Haley & Aldridge

EDUCATION

MS, Hydrogeology,
University of Wisconsin-
Madison

BA, Geology, Smith College

REGISTRATIONS

Certified Professional in
Erosion and Sediment
Control (CPESC) (No. 4690)
Qualified SWPPP Developer
(QSD)

2011/Qualified SWPPP
Practitioner (QSP) (No.
21011)

**PROFESSIONAL
SOCIETIES**

California Stormwater
Quality Association
Water Environment
Federation

PROFESSIONAL EXPERIENCE

Nancy Gardiner has 25 years of consulting experience in surface water quality, hydrology, and water resources projects. She has provided stormwater management; National Pollutant Discharge Elimination System (NPDES) permitting; watershed planning; water quality monitoring; groundwater investigations; and inspection, maintenance and monitoring of best management practices. She has led multi-disciplinary teams to provide environmental compliance, California Environmental Quality Act (CEQA) analysis, and monitoring and research to develop new technical approaches to solving real-world problems. Ms. Gardiner is a specialist in erosion and sediment control and has assisted clients with controlling discharges from construction sites and other disturbed land surfaces.

PROJECT EXPERIENCE

Big Bear Lake Nutrient TMDL Watershed-Wide Monitoring, Santa Ana Watershed Project Authority, San Bernardino County, CA

Prepared Monitoring Plan and Quality Assurance Project Plan for conducting baseline, snowmelt, and storm water monitoring in six creeks draining into Big Bear Lake. The work was conducted to establish a long-term set of nutrient data for purposes of developing a TMDL for dry hydrologic conditions in Big Bear Lake and to assess progress in achieving phosphorous targets under the existing TMDL for wet hydrologic conditions. Participated on Task Force with stakeholders, trained local agencies to assist with monthly routine and as-needed storm water monitoring, and set up a reporting program. Prepared Annual Monitoring Report to the Santa Ana RWQCB to demonstrate progress in achieving the phosphorous TMDL target.

Lake Elsinore and Canyon Lake Nutrient TMDL Monitoring, Santa Ana Watershed Project Authority, Riverside County, CA

Client Service Manager/Project Manager for Phase I Nutrient total maximum daily load (TMDL) monitoring at four sites along the San Jacinto River upstream of Canyon Lake and Lake Elsinore. Prepared Monitoring Plan and provided oversight for storm water sampling during three storm events per year. Developed Annual Monitoring Report to the Santa Ana Regional Water Quality Control Board (RWQCB) summarizing water quality results from all monitoring efforts associated with this TMDL, including work done by others in-lake and at other tributary locations. Currently preparing a Workplan for watershed-wide, in-lake, and satellite imagery based monitoring to demonstrate progress toward attaining interim (2015) and final (2020) TMDL targets.

City of San Diego Water Department, Source Water Protection Guidelines, San Diego, CA

Project Manager working with City Water Department staff to develop an overall strategy and guidelines for water quality protection. Conducted planning for drinking

water protection by creating the Source Water Protection Guidelines for new development projects was intended to provide a road map for sensible development, increase the reliability of the water supply system, and likely reduce the cost of drinking water treatment. These guidelines should ensure that future development in these watersheds occurs in ways that protect the City's local source waters by giving land use authorities consistent guidance.

City of San Diego Department of Utilities Land Management Plan, San Diego, CA

As Technical Manager, Water Quality Section, responsible for preparing sections of the City's Land Management Plan dealing with water quality, soils, and geology. The objective of the Plan is to protect the water quality in the City's drinking water reservoirs. Evaluated land uses and recreational activities to evaluate potential impacts and developed recommended management actions.

Confidential Utility Company, Application for Certification, San Diego, CA

Project Scientist responsible for developing the Water Resources Section of the Application for Certification (AFC) required in order to construct a new power generating facility in southern California. The AFC fulfills the CEQA compliance evaluation required by the California Energy Commission. The scope of work included evaluating potential environmental impacts of providing water and wastewater service interconnects, and constructing a new sewer line to service the needs of the new facility.

Riverside County, Riverside County Water Quality Management Plan (WQMP) Update, CA

Client Service Manager/Technical Advisor responsible for assisting the Riverside County Flood Control & Water Conservation District update the WQMP for compliance with the Santa Ana River Municipal NPDES permit. The purpose of the WQMP is to provide guidance for new development and redevelopment projects within the permit area for selection of BMPs to meet hydromodification management and water quality treatment requirements.

County of San Diego and San Diego County Copermittees, Hydromodification Management Plan (HMP), San Diego, CA

Client Service Manager/Project Manager responsible for \$1 million project for developing and implementing San Diego County's HMP to address accelerated erosion from priority development projects. Required by the County's Area-wide Municipal Storm Water Permit, the HMP establishes a range of flow conditions over which post-development flows must be maintained as pre-development levels. The HMP was the first to be approved in Southern California. Also helped update the County's model Standard Urban Storm Water Mitigation Plan (SUSMP) manual. The model SUSMP manual provides guidance on Low Impact Development (LID) and conventional treatment BMPs to meet permit and HMP requirements.

Southern California Water Company, Lower Colorado River Watershed Sanitary Survey, California and Arizona

Project Manager responsible for the watershed study extending from Parker Dam to Imperial Dam in Southern California and Arizona (a watershed of approximately 8,000 square miles). The project, which involved 46 water purveyors, was conducted for compliance with the Surface Water Treatment Rule provision of the Safe Drinking Water Act. Specific tasks included developing detailed watershed and water supply system descriptions, evaluating source water quality, prioritizing contaminant sources and impacts, and developing treatment controls and watershed management practices to address those treatment contaminants.

Adam Piestrzeniewicz

Staff Geologist

Haley & Aldrich

EDUCATION

MS, Geology, University of Cincinnati, 2015

BA, Geology, California State University Fullerton, 2013

40-Hour OSHA Hazardous Waste Operations and Emergency Response

Training (29 CFR 1910.120) Falls for Construction: Focus Four Hazards (29 CFR 1926 Subpart C)

PROFESSIONAL SOCIETIES

South Coast Geological Society; Geological Society of America; American Geophysical Union; Society for Sedimentary Geology; Sierra Club, member University of Cincinnati Geology Club, Officer United States Geological Survey, volunteer

PROFESSIONAL EXPERIENCE

Adam Piestrzeniewicz is a geologist with experience in consulting engineering, and focuses his time at Haley & Aldrich serving the Industrial Environmental market. He is skilled in performing and providing oversight for both geotechnical and environmental services including providing oversight for drilling and construction activities, classifying soil types and mapping geology, collecting soil and groundwater samples, gauging groundwater, and implementing Storm Water Prevention Plans (SWPPs).

Additionally, Adam assists with coordinating field activities and preparing professional reports. He has been involved with preparing well completion reports, groundwater monitoring reports, and remediation action plans. He also presents monthly health and safety meetings for the Haley & Aldrich Costa Mesa office.

PROJECT EXPERIENCE

UTC Canoga Park, Canoga Park

Field Geologist responsible for providing oversight and documentation of demolition activities. Will assist in implementing soil management plan, collecting hand auger and bulk soil samples for chemical analyses, mapping extent of soil contamination, observing and documenting remedial soil excavations, and coordinating removal of demolition debris and contaminated soil offsite.

America Center II, Alviso (San Jose), CA

Field Geologist responsible for geotechnical services during pile installation. Geotechnical field services included full-time monitoring and soil logging of pile pre-drilling through a soil capped landfill and into native soil. Additional services included observation and documentation of pile installation and backfill activities.

Northrop Grumman, Canoga Park, CA

Field Geologist responsible for providing oversight of cone penetration tests (CPT) and membrane interface probe (MIP) advancements. Coordinated with site tenants to accommodate drilling activities and documented soil encountered during drilling.

Former Continental Aircraft Maintenance Facility, Los Angeles, CA

Geologist responsible for quarterly groundwater monitoring report preparation. Report preparation included assisting in interpreting newly acquired groundwater gauging and analytical data along with updating report tables, figures, and text.

Baker Ranch, Lake Forest, CA

Field Geologist responsible for geotechnical services during grading activities. Geotechnical field services included oversight of hollow-stem auger drilling, standard penetration testing (SPT) and split-barrel soil sampling, groundwater monitoring well installation, groundwater sampling and gauging, geological mapping, observation and testing of fill, and settlement monument installation and monitoring.

Robert K. Scott, PG, C.Hg., QISP

Senior Associate Hydrogeologist

Haley & Aldridge

EDUCATION

MS, Pennsylvania State University, 1985

BS, Geological sciences, State University of New York, 1982

REGISTRATIONS

2001/ CA: Certified Hydrogeologist (Reg. No. 734)

1992/ CA: Professional Geologist (Reg. No. 5334)

1995/ AZ: Professional Geologist (Reg. No. 29659)

1995/ AZ: UST Consultant (Reg. No. 1218)

2016/CA: Qualified Industrial Stormwater Practitioner

PROFESSIONAL EXPERIENCE

Robert Scott's very diverse environmental background includes site assessment and remediation, environmental compliance, stormwater management and environmental planning and permitting specific to hazardous materials and water resources. He has successfully provided these services to clients in aerospace, manufacturing, power, oil and gas, mining, education, real estate, municipal and other governmental agencies.

PROJECT EXPERIENCE

City of San Diego, Tijuana River Valley Recovery Team-Recovery Strategy

Assisted the Tijuana River Valley Recovery Team (Recovery Team), a group of over 30 stakeholders with the development of a strategy document that described the condition and future proposed for the Valley to address the challenges of cross border deposition of excessive sediment and trash from Mexico. The project was funded through a Cleanup and Abatement Grant with the State Water Resources Control Board (SWRCB). The document addresses four management areas: sediment and trash, storm water (flood control) ecosystems and recreation and education. The document was completed through considerable collaboration of stakeholders through facilitating and organizing workshops.

CalRecycle, Trash, Sediment and Waste Tire Characterization Study, Tijuana River Valley, San Diego, CA

Southern California Work Order Manager under CalRecycle's As-Needed Remediation Contract for two, 3-year contract cycles. One of the projects managed involved completion of a valley-wide study addressing the nature and extent of trash, sediment and waste tires transported by storm water flows from Mexico. This was the first study of its type that required development of survey and characterization protocol to estimate the volumes of trash consistent with CalRecycle's waste categories. Performed drilling and test pit excavation to evaluate the vertical extent of these materials in the subsurface. Chemical analyses were performed to characterize the materials so that beneficial reuse alternatives could be identified. Extensive permitting was required with resource agencies to work in ecologically sensitive areas. This project set the stage for other projects/financial support needed by the Recovery Team.

City of San Diego, TO-40, Nelson Sloan Quarry Restoration, Tijuana River Valley, San Diego, CA

Served as Project Manager for the evaluation of restoring the Nelson Sloan Quarry through the placement of sediment excavated by various stakeholders in the Valley. The project was supported by a grant from the California Coastal Conservancy. It evaluated whether the restoration could be accomplished through conducting a Substantial Conformance Review under the existing CEQA document from 1980. A preliminary

grading and filling plan, a geotechnical desktop study, biological surveys, a restoration plan, construction SWPPP and other documentation was prepared to support the SCR. He also developed a Management and Operations Plan for the quarry as a sediment repository for stakeholders in the Valley as part of the 5-year plan that has been endorsed by the RWQCB.

City of Escondido, Benton Burn Dump Remediation, Escondido, CA

Project Manager responsible for the preparation and implementation of a remedial action at this former burn dump to address SMSs appearing in CCR Title 27 with respect to former landfills. The RAP was prepared at the request of the County Local Enforcement Agency (LEA) so that the affected parties could implement it. The City of Escondido agreed to implement the RAP. Assisted the City by applying for an AB 2136 matching grant that the City received. Prepared the IS/MND for the site that was certified by City Council and conducted permitting with the U.S. Army Corps of Engineers (under Nationwide Permit No. 38), California Department of Fish and Game (Section 1602), and the RWQCB (Section 401 Certification). His team also prepared the grading plans for City approval. He provided construction oversight and documented the activities in a report that was provided to CalRecycle to comply with the grant and to the LEA and RWQCB to comply with the SMSs.

SJS 1&2 Hybrid Solar Facility, Coalinga, CA

Groundwater and hazardous waste lead for the Application for Certification (AFCs). He addressed data requests by the California Energy Commission (CEC) and interveners, and served as an expert at public hearings. Phase I Environmental Site Assessment (ESA) identified recognized environmental conditions (RECs) associated with past agricultural and oil extraction uses. Phase II assessment required close collaboration with the CEC and DTSC for accelerated completion.

City of San Diego, TO-40, Nelson Sloan Quarry Restoration, Tijuana River Valley, San Diego, CA

Served as Project Manager for the evaluation of restoring the Nelson Sloan Quarry through the placement of sediment excavated by various Valley stakeholders. This interdisciplinary project was supported by a California Coastal Conservancy grant that evaluated whether a Substantial Conformance Review could satisfy CEQA for the proposed project.

Kinder Morgan, CalNev Pipeline, CA

Prepared a groundwater monitoring plan for groundwater use associated with the construction of a proposed pipeline corridor from San Bernardino to Las Vegas traversing San Bernardino County and the Mojave Desert. The locations of potential water supply wells and the aquifer characteristics beneath the pipeline corridor were identified.

United Technologies Aerospace Systems (Rohr, Inc.), Chula Vista, CA

Program and Project Manager responsible for providing all environmental consulting services located at an aerospace facility on San Diego Bay. He was responsible recommending an approach for a successful sediment cleanup of a tidal inlet. He conducted environmental permitting necessary for implementing the sediment cleanup.

Tessera Solar LLC, Imperial Valley Solar, Plaster City, CA

Groundwater expert who addressed water supply data requests for the AFC and supplemental filings made to the California Energy Commission. A groundwater availability study was conducted to site and install a test well. It was found that quality and quantity were not adequate and an alternative water supply was needed. A nearby off-site well was considered for temporary water supply. Aquifer testing and evaluations of drawdown demonstrated that the use of water from this well would not result in significant impacts to neighboring wells and water quality in an USEPA-designated Sole Source Aquifer. Although the California Energy Commission (CEC) concurred, it concluded that any groundwater extraction would be a significant impact.

Greg Tonkovich, AICP, INCE

Air Quality, Greenhouse Gas, Noise Impacts

Vista Environmental

EDUCATION

MS, Electrical Engineering,
University of Southern
California

BS, Planning and
Development, University of
Southern California

CERTIFICATIONS

American Institute of
Certified Planners (AICP)

American Planning
Association (APA)

Institute of Noise Control
Engineering (INCE)

State of California General 'B'
Contractors License

TRAINING

Stays up to date with
modeling techniques and
regulations through
continuing education courses

PROFESSIONAL EXPERIENCE

Greg Tonkovich has over 15 years of environmental consulting experience and over 13 years of air quality and noise analysis experience. He specializes in air quality and noise impact analyses for governmental agencies and the business community and has completed numerous complex air and noise studies that conform to both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) requirements.

Greg's air quality analysis experience includes global climate change analyses and health risk assessments. He is proficient in utilizing CalEEMod, URBEMIS2007, CALINE4, ISCST3, AERMOD, EMFAC2014, and OFFROAD2011 models, in order to quantify emissions impacts as well as to assess the efficacy of proposed mitigation.

Greg is also experienced in noise analyses and is proficient in utilizing FHWA Traffic Noise Model (TNM), FHWA Roadway Construction Noise Model (RCNM), FAA Integrated Noise Model (INM), and SoundPlan. In addition, he has created and implemented a noise program based on the FHWA Standard. Through the use of the above models he is able to efficiently determine noise impacts to nearby sensitive land uses and assess the efficacy of proposed mitigation.

He has successfully run an environmental consulting business for over nine years and has been responsible in managing costs, scheduling, and accounting. Greg has a proven record of preparing air quality and noise impact analyses to successful completion. During his 15 year career he has prepared more than 400 environmental documents with a 100 percent success rate. Greg is experienced in a wide range of project types, including: residential, commercial, industrial, and recreational projects as well as public projects that include specific plans and general plans. He has experience in preparing studies to specific standards and formats such as Caltrans Air Quality and Noise Study Reports and has completed air quality and/or noise analyses in over 150 different local jurisdictions throughout California.

PROJECT EXPERIENCE

Beaumont Plaza Peer Review Project, Beaumont, CA

Peer reviewed the Air Quality, Greenhouse Gas Emissions, and Noise Sections of the Initial Study – Mitigated Negative Declaration for development of a fast food restaurant and a gas station with a convenience store on a 2.3 acre project site. The peer review of the air quality and GHG emissions section included verifying all inputs utilized in the CalEEMod model, verifying that the appropriate SCAQMD methodology and thresholds were utilized. The peer review of the noise section included analyzing the proposed site plan to verify that all potential noise sources were analyzed and verification of all inputs utilized in the FHWA and RCNM noise models. The peer review consisted of two rounds of comments, with the second round to ensure that appropriate revisions were made after the first round of comments.

Monroe Storm Drain, Stage 4 Project, Riverside, CA

Principal. Greg prepared an air quality and greenhouse gas analysis for Riverside County Flood Control and Water Conservation District that analyzed the removal of an exposed trapezoidal channel and construction of 2,070 feet of reinforced concrete box (RCB) channel. The air quality analysis utilized CalEEMod to analyze the project's regional criteria pollutant and GHG emissions and SCAQMD's Mass Rate LST Look-up Tables to analyze the project's local criteria pollutant impacts from construction activities. The analysis found that less than significant air quality and GHG emissions impacts would occur from construction of the proposed project.

North Norco Channel Line NB, Stage 3 Project, City of Norco, CA

Vista Environmental prepared an Air Quality and Greenhouse Gas Technical Memorandum and Noise Technical Memorandum for channel improvements to an existing 1,750-foot long channel located along the westerly extension of Gallop Way, east of Interstate 15. The air quality and GHG memo addressed each of the CEQA checklist questions for air quality and GHG emissions through calculating the project's regional construction and operational air and GHG emissions with the CalEEMod model and utilized SCAQMD's Mass Rate LST Look-up Tables to analyze the project's local criteria pollutant impacts from construction activities. The analysis found that construction and operational activities would create less than significant air quality and GHG emissions impacts. The noise memo addressed each of the CEQA questions for noise and vibration through obtaining of noise measurements in the project vicinity to document existing conditions, utilization of the FHWA's RCNM model to analyze the noise impacts from construction activities and provided a determination if the project would comply with the local noise ordinance. No significant construction or operational noise or vibration impacts were found.

Devil's Gate Reservoir Sediment Removal and Management Project, Pasadena, CA

Prepared a health risk assessment (HRA) and noise impact analysis for the removal of approximately 2.9 million cubic yards of sediment plus a maintenance plan that would include the annual removal of 13,000 cubic yards of sediment. The HRA utilized emission rates calculated from the EMFAC2011 model and AERMOD View to calculate the diesel particulate matter (DPM) concentrations from four construction alternatives and operations at the nearby sensitive receptors. No significant construction or operational health risks were found. The noise analysis utilized the FHWA's RCNM model to analyze the noise impacts from onsite construction activities and utilized the FHWA RD-77-108 model to analyze the noise impacts associated with the haul trucks on the roads to the sediment depository locations. The analysis found that a significant noise impact may occur due to the differing jurisdictions allowable construction times and the analysis provided mitigation limiting the time construction activities may occur. The analysis also found that a significant vibration impact may occur and provided mitigation that limited the type of equipment that can operate within 180 feet of an offsite structure. With incorporation of the proposed mitigation all noise and vibration impacts were reduced to less than significant levels.

Coachella Valley Compost Facility Expansion Project, Riverside County, CA

Principal. Greg prepared an air quality, global climate change and health risk assessment impact analysis for the expansion of the existing compost facility permitted tonnage of organic feedstock from 250 to 785 tons per day, increase liquids from 12,500 to 96,000 gallons per day and addition of construction/demolition sorting facility. The air quality analysis utilized the CalEEMod model to analyze the regional construction and operational air emissions from the proposed off-road equipment and additional proposed project and utilized various compost emissions studies to calculate the VOC emissions created from the expansion of the composting operations. The analysis found less than significant regional and local air quality impacts would occur from the proposed project, with the implementation of standard dust control practices. The diesel emissions health risk assessment analyzed the distances to the nearby receptors and identified were out of the range of potential health risk impacts.

Rawad Hani, PE, TE, PTP, PTOE

Transportation Project Manager

Transpo Group

EDUCATION

American University of Beirut: Bachelor of Civil Engineering & Masters of Civil Engineering
University of California, Irvine: Public Policy Making Certification

PROFESSIONAL REGISTRATIONS

Professional Civil Engineer, CA (# 83730)
Professional Traffic Engineer – CA (# 2817)

CERTIFICATIONS

Professional Traffic Operations Engineer (PTOE)
Professional Transportation Planner (PTP)

PROFESSIONAL EXPERIENCE

Rawad Hani is an experienced transportation planner and engineer. He specializes in traffic engineering, travel demand modeling, and parking analysis. Rawad has managed transportation engineering and planning projects in the US and internationally where he advised public, private, and institutional clients.

His recent experience includes traffic and parking studies for Santa Monica – Malibu Unified School District, traffic impact and fire evacuation analysis for West Hills Crest in Los Angeles County, transit station area planning for the Eco-rapid transit, bicycle design along Pacific Coast Highway in Newport Beach, as well as various multi-modal transportation and parking projects across Southern California.

Rawad understands the importance of striking the right balance between engineering (mobility and safety) and planning (livability and sustainability) considerations. He has worked on context-sensitive design projects and has helped planning and transportation agencies achieve effective solutions.

PROJECT EXPERIENCE

Examples of Project Work include:

- Festival at Moreno Valley Traffic Impact Study, Moreno Valley, CA
- Thompson Village Traffic Impact Study, Riverside County, CA
- LA County Sanitation District Traffic Impact Analysis, Carson, CA
- Santa Monica Malibu USD Traffic Impact Study, Santa Monica, CA
- San Diego USD Traffic Impact Studies, San Diego, CA
- West Hollywood Parking Studies, West Hollywood, CA
- Downtown Temple City Parking Study Update, Temple City
- NELA Plaza Traffic Analysis, Los Angeles, CA
- Commercial Load Zone Analysis of Old Pasadena, CA
- Commercentre Drive Residential Development, Lake Forest, CA
- Government Center Master Plan, San Bernardino County, CA
- Livable South Downtown Programmatic EIS, Seattle, WA
- Artesia Blvd Signal Synchronization Peer Review, Buena Park, CA
- Vroman’s Parking Lot Design, Pasadena, CA
- Victorville Parking Simulation, Victorville, CA
- Fallbrook Shopping Center Lighting and Utility Relocations, Los Angeles, CA
- Chapman University Connectivity Analysis, Orange, CA

Santa Ana Glendale San Diego El Centro
9620 CHESAPEAKE DRIVE
SUITE 202
SAN DIEGO, CA 92123



www.chambersgroupinc.com

EXHIBIT "B"

PROPOSAL



Website:
www.ci.beaumont.ca.us

Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

Request for Proposals for On-Call Environmental Services

Proposals Due By:

12:00 pm
May 23, 2018

Contact:

Rebecca Deming
Community Development Director
rdeming@ci.beaumont.ca.us
951-769-8518

RFP Available Online:

www.publicpurchase.com



Introduction

The City of Beaumont (“City”) Community Development Department requests written responses to a Request for Proposal (RFP) for selection of a qualified firm (“Consultant”) to provide On-Call environmental Services on behalf of the City’s Planning Department.

The Consultant will be responsible for the preparation of Environmental Impact Reports (EIR), Environmental Impact Statements (EIS), Negative Declarations, Mitigated Negative Declarations, technical studies and other California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) documentation for proposed projects. The Consultant must be willing to work collaboratively with, and manage the work of, other members of the environmental analysis team.

The purpose of this RFP is to solicit and select a firm to provide Consultant services to augment City staff as it relates to CEQA, including review of submitted documents for private developments and assisting with the AB 52 consultation process. Under the direction of the City’s Community Development Director, the Consultant will serve as a coordinator and will provide the range of expertise necessary to carry out the normal functions of CEQA.

All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The successful Consultant shall also have the resources to provide cost effective and timely services, including providing customer service, to the City. The City will, based on qualifications presented in response to this RFP, select the firm(s) best able to provide environmental consulting services for upcoming private and City initiated projects.

Background

Founded at the turn of the 20th century, Beaumont is proud of its rich history and rural charm. The town served as a welcome “stopping-off point” for early travelers making their way from the Mohave desert to Los Angeles, and later for L.A. residents eager to vacation in Palm Springs. Some, however, set down roots, drawn by the beautiful mountain vistas; clean, crisp air; and the abundance of cherry and apple orchards. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City’s boundaries is approximately 26 square miles.

Beaumont provides the very best of rustic, rural beauty and charm, combined with the planned growth, abundant recreational opportunities, and rich community life offered by the finest Southern California cities. The progressive city of over 45,000 people, sits at 2,612 feet in elevation between Riverside and Palm Springs in the Inland Empire. The city contains 16 city parks, including a 20-acre sports park and a municipal pool, as well as an extensive trails



system. The Beaumont School District, with 10 schools, has an outstanding reputation, and it ranks highly in the Pass Area. The city is rounded out with various local service clubs, a new state of the art community recreation center, a library, two four-star golf courses, and multiple churches.

The City interacts with numerous other government agencies, including but not limited to the California Department of Parks and Recreation, the California Department of Transportation, the County of Riverside, and the Santa Ana Regional Water Quality Control Board.

The City Government

The Beaumont City Council is comprised of five Council members, each sharing equal voting powers on all items coming before the Council. Council members are elected to at-large positions for four-year terms, with elections held in November of even-numbered years. The City Council meets annually to select one of its members to serve as Mayor and another to serve as Mayor Pro Tem for one year but no more than two consecutive years.

The City Council provides legislative and policy direction to the City Manager, who implements their decisions to direct the activities of the City. The City Council responds to issues and concerns of the community by allocating resources, developing policies, and formulating strategies that support the vitality and economic viability of the City. All of their decisions must be made at public meetings.

The City Council appoints the City Manager and City Attorney and members of all advisory boards, commissions, and committees. The City Council also serves as the Board of Directors for the Beaumont Financing Authority, Beaumont Utility Authority, Beaumont Conservation Authority, and Beaumont Successor Agency.

Scope of Services

In accordance with the California Environmental Quality Act (CEQA), the City of Beaumont (“City”) follows CEQA Guidelines (California Code of Regulations – Title 14, Chapter 3) as its procedures for the review of development projects and other activities to ensure that the environment of the State is protected and enhanced. Pursuant to these procedures, the City anticipates that the preparation of environmental document(s) may be required for potential future projects. Due to the potential for project schedules to overlap, the City may ask several firms to provide consulting services and the firm(s) may subsequently be asked to provide written proposals for more than one project. The selected consultant(s) may be asked to provide a variety of professional services and prepare environmental documents (such as Environmental Impact Reports, Mitigated Negative Declarations, Negative Declarations, Initial Studies, and/or technical studies) in compliance with the requirements of CEQA and NEPA. Typical environmental impacts which will need to be assessed include but are not limited to:



Aesthetics
 Air Quality
 Climate Change/Global Warming
 Geology and Soils
 Hydrology and Water Quality
 Mineral Resources
 Population and Housing
 Recreation
 Tribal Cultural Resources

Agricultural Resources
 Biological Resources
 Cultural Resources
 Hazards and Hazardous Materials
 Land Use and Planning
 Noise
 Public Services
 Transportation/Traffic
 Utilities and Service Systems

The selected consulting firm must be prepared to effectively address the following:

- A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.
- B. Communicate, cooperate and team with specialized environmental consultants and City staff and other City consultants as necessary.
- C. Demonstrate the depth and breadth of the firm to provide a full range of environmental consulting services capable of meeting the needs of any given private development or City initiated project.
- D. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.
- E. Subconsultants may be utilized for various technical reports. The City reserves the right to require the use of approved subconsultants, particularly with respect to traffic reports, and not permit the use of subconsultants that have not been approved.
- F. Consultant will aid the City with general information and departmental assistance when needed in addition to providing review services.

Tentative Timeline

TIMELINE	DATE
Request for Proposals Released	April 13, 2018
Last Day to Submit Questions for Clarification	May 2, 2018 @ 5:00 pm
City's Responses to Questions Due to Vendors	May 9, 2018



Deadline for Submission of Proposals	May 23, 2018 @ 12:00 pm
Consultant Interviews	Week of June 18, 2018
City Council to Award Agreement	July 17, 2018 Council Meeting

Additional Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the City’s Professional Services Agreement (Exhibit A).

Proposal Format

Firms are encouraged to keep their proposals brief and relevant to the specific information requested herein. Proposals should be straightforward, concise and provide “layman” explanations of technical terms that are used.

Proposals must be presented in a format and order that corresponds to the numbering and lettering contained herein with minimal reference to supporting documentation so that proposals can be accurately compared. All proposals shall include the following:

- A. Cover Letter: Maximum of two pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, email, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.
- B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by City prior to signing the agreement with City).
- C. The Firm’s Approach to delivering the scope of services. Provide a description of the firm’s approach to communicating effectively with City staff and officials, other



jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks. Include a copy of firms residential and non-residential plan check correction lists.

- D. **Firm Profile:** Provide a description of the firm, including number of professional personnel, taxpayer identification number, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.
- E. **Location** of principal office that will be responsible for the implementation of this contract.
- F. Resume of the Lead Consultant.
- G. **Key Personnel:** Provide a summary description of the key personnel who will be involved in this project, their roles and responsibilities, and their experience in similar past projects. The proposal must name a project manager. In addition to this summary, full resumes should be provided.
- H. **References:** Three (3) to five (5) references for similar services within the last three (3) years, which include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.
- I. **Scope of Services:** Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Work Program should be presented in a logical format that can be easily attached to the Professional Services Agreement.
- J. **Cost:** Cost proposal (including hourly rate) shall be submitted.
- K. Any other information which should be considered, such as any special services or customer service philosophy which define your firm’s practice. Please include your firm’s success in securing funding as well as other meaningful outcomes related to the proposed scope of services.
- L. The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker’s compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.

Submittal

Six (6) bound copies, one (1) unbound copy and one (1) color digital PDF copy of the proposal must be submitted no later than 12:00pm, Wednesday, May 23, 2018. Postmarks and faxes are



not acceptable. Proposal must be titled “RFP for On-Call Environmental Services.” Proposals and questions regarding this RFP shall be directed in writing to:

Rebecca Deming
Community Development Director
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the City.

All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 25 pages (not including resumes), using minimum 12-point font size. Electronic copies of the proposal will not be accepted.

***DUE DATE FOR QUESTIONS IS Wednesday, May 2, 2018, AT 5:00pm.**

All questions shall be submitted on PublicPurchase.com. Answers will be posted on the same website to allow all users to review the City’s responses to all questions within one week of the question due date.

Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

Non-Commitment to City

The City may, in its sole discretion and without any obligation to act reasonably, reject any and all proposals, waive informalities and minor irregularities in any proposal reviewed, negotiate with any entity submitting a proposal, extend deadlines, and/or request additional information. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any



proposal received before entering into final contract.

Term

The term of the agreement shall be determined upon need of services and consistent with the City’s policies. The initial period of the contract is for three years, with extensions as approved by City Council, subject to agreement terms and the Beaumont Municipal Code.

Conflict of Interest

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

Proposal Evaluation/Selection

The City intends to engage the most qualified consultant available that demonstrates a thorough understanding of the City’s needs. City staff will use the following criteria to evaluate the proposals:

Criteria	Points
Understanding of the Scope of Services	5
Demonstrated Professional Skill and Credentials	5
Related Experience	20
Quality of Proposal	10
Approach to Performing this Type of Service	10
Familiarity with City, County, and State Procedures	10
References/Satisfaction of previous clients	20
Costs of Services	20
Total	100

The City may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking. This selection will be conducted according to the City’s adopted procedures. The City reserves the right to reject any and all proposals.



Exhibits

- A. Sample Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 17th day of July, 2018, by and between the CITY OF BEAUMONT (“CITY”), a general law city, whose address is 550 E. 6th Street, Beaumont, California 92223 and Placeworks whose address is 750 B Street, Suite 1620, San Diego, CA 92101 (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. On April 13, 2018, the City publicized a Request for Proposals (“RFP”) for certain professional services, a copy of which is attached hereto as Exhibit “A”;
- B. CONTRACTOR has submitted a Proposal in response to the RFPs, a copy of which is attached hereto as Exhibit “B”;
- C. CITY duly selected the Proposal in response to the RFP and desires to engage CONTRACTOR to provide the services, as further described in the RFP;
- D. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

- 1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by the parties in a written amendment to this Agreement with the approval of the City Council of the CITY.
- 2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: On-Call environmental services and any other services which the City may request in writing from time to time. All Services shall be performed in the manner and according to the timeframe set forth in the RFP and Proposal. CONTRACTOR designates Mark Teague as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.
- 3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’s sole

cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed amount to be determined as needed without approval by the City Council of CITY.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized in this Agreement unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement or the RFP, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement and the RFP shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the

Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of “A:VII”). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the negligent performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, reasonable actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the negligent performance of this Agreement. CONTRACTOR's obligation to

defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers'

compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in

writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either

directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: *Nancy Carroll*
Mayor

CONTRACTOR:

William Halligan

By: Placeworks

Print Name: William Halligan, Esq

Title: Principal, Environmental Services

EXHIBIT "A"

Request for Proposals



Website:
www.ci.beaumont.ca.us

Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

Request for Proposals for On-Call Environmental Services

Proposals Due By:

12:00 pm
May 23, 2018

Contact:

Rebecca Deming
Community Development Director
rdeming@ci.beaumont.ca.us
951-769-8518

RFP Available Online:

www.publicpurchase.com



Introduction

The City of Beaumont (“City”) Community Development Department requests written responses to a Request for Proposal (RFP) for selection of a qualified firm (“Consultant”) to provide On-Call environmental Services on behalf of the City’s Planning Department.

The Consultant will be responsible for the preparation of Environmental Impact Reports (EIR), Environmental Impact Statements (EIS), Negative Declarations, Mitigated Negative Declarations, technical studies and other California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) documentation for proposed projects. The Consultant must be willing to work collaboratively with, and manage the work of, other members of the environmental analysis team.

The purpose of this RFP is to solicit and select a firm to provide Consultant services to augment City staff as it relates to CEQA, including review of submitted documents for private developments and assisting with the AB 52 consultation process. Under the direction of the City’s Community Development Director, the Consultant will serve as a coordinator and will provide the range of expertise necessary to carry out the normal functions of CEQA.

All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The successful Consultant shall also have the resources to provide cost effective and timely services, including providing customer service, to the City. The City will, based on qualifications presented in response to this RFP, select the firm(s) best able to provide environmental consulting services for upcoming private and City initiated projects.

Background

Founded at the turn of the 20th century, Beaumont is proud of its rich history and rural charm. The town served as a welcome “stopping-off point” for early travelers making their way from the Mohave desert to Los Angeles, and later for L.A. residents eager to vacation in Palm Springs. Some, however, set down roots, drawn by the beautiful mountain vistas; clean, crisp air; and the abundance of cherry and apple orchards. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City’s boundaries is approximately 26 square miles.

Beaumont provides the very best of rustic, rural beauty and charm, combined with the planned growth, abundant recreational opportunities, and rich community life offered by the finest Southern California cities. The progressive city of over 45,000 people, sits at 2,612 feet in elevation between Riverside and Palm Springs in the Inland Empire. The city contains 16 city parks, including a 20-acre sports park and a municipal pool, as well as an extensive trails



system. The Beaumont School District, with 10 schools, has an outstanding reputation, and it ranks highly in the Pass Area. The city is rounded out with various local service clubs, a new state of the art community recreation center, a library, two four-star golf courses, and multiple churches.

The City interacts with numerous other government agencies, including but not limited to the California Department of Parks and Recreation, the California Department of Transportation, the County of Riverside, and the Santa Ana Regional Water Quality Control Board.

The City Government

The Beaumont City Council is comprised of five Council members, each sharing equal voting powers on all items coming before the Council. Council members are elected to at-large positions for four-year terms, with elections held in November of even-numbered years. The City Council meets annually to select one of its members to serve as Mayor and another to serve as Mayor Pro Tem for one year but no more than two consecutive years.

The City Council provides legislative and policy direction to the City Manager, who implements their decisions to direct the activities of the City. The City Council responds to issues and concerns of the community by allocating resources, developing policies, and formulating strategies that support the vitality and economic viability of the City. All of their decisions must be made at public meetings.

The City Council appoints the City Manager and City Attorney and members of all advisory boards, commissions, and committees. The City Council also serves as the Board of Directors for the Beaumont Financing Authority, Beaumont Utility Authority, Beaumont Conservation Authority, and Beaumont Successor Agency.

Scope of Services

In accordance with the California Environmental Quality Act (CEQA), the City of Beaumont (“City”) follows CEQA Guidelines (California Code of Regulations – Title 14, Chapter 3) as its procedures for the review of development projects and other activities to ensure that the environment of the State is protected and enhanced. Pursuant to these procedures, the City anticipates that the preparation of environmental document(s) may be required for potential future projects. Due to the potential for project schedules to overlap, the City may ask several firms to provide consulting services and the firm(s) may subsequently be asked to provide written proposals for more than one project. The selected consultant(s) may be asked to provide a variety of professional services and prepare environmental documents (such as Environmental Impact Reports, Mitigated Negative Declarations, Negative Declarations, Initial Studies, and/or technical studies) in compliance with the requirements of CEQA and NEPA. Typical environmental impacts which will need to be assessed include but are not limited to:



Aesthetics
 Air Quality
 Climate Change/Global Warming
 Geology and Soils
 Hydrology and Water Quality
 Mineral Resources
 Population and Housing
 Recreation
 Tribal Cultural Resources

Agricultural Resources
 Biological Resources
 Cultural Resources
 Hazards and Hazardous Materials
 Land Use and Planning
 Noise
 Public Services
 Transportation/Traffic
 Utilities and Service Systems

The selected consulting firm must be prepared to effectively address the following:

- A. Assist City staff in managing the environmental processing for private development projects and City initiated projects, including preparation of environmental documents, attendance at public meetings, regular interface with City staff and other City consultants, and attendance at regularly scheduled coordination meetings as necessary when work is in progress.
- B. Communicate, cooperate and team with specialized environmental consultants and City staff and other City consultants as necessary.
- C. Demonstrate the depth and breadth of the firm to provide a full range of environmental consulting services capable of meeting the needs of any given private development or City initiated project.
- D. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.
- E. Subconsultants may be utilized for various technical reports. The City reserves the right to require the use of approved subconsultants, particularly with respect to traffic reports, and not permit the use of subconsultants that have not been approved.
- F. Consultant will aid the City with general information and departmental assistance when needed in addition to providing review services.

Tentative Timeline

TIMELINE	DATE
Request for Proposals Released	April 13, 2018
Last Day to Submit Questions for Clarification	May 2, 2018 @ 5:00 pm
City's Responses to Questions Due to Vendors	May 9, 2018



Deadline for Submission of Proposals	May 23, 2018 @ 12:00 pm
Consultant Interviews	Week of June 18, 2018
City Council to Award Agreement	July 17, 2018 Council Meeting

Additional Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the City’s Professional Services Agreement (Exhibit A).

Proposal Format

Firms are encouraged to keep their proposals brief and relevant to the specific information requested herein. Proposals should be straightforward, concise and provide “layman” explanations of technical terms that are used.

Proposals must be presented in a format and order that corresponds to the numbering and lettering contained herein with minimal reference to supporting documentation so that proposals can be accurately compared. All proposals shall include the following:

- A. Cover Letter: Maximum of two pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, email, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.
- B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by City prior to signing the agreement with City).
- C. The Firm’s Approach to delivering the scope of services. Provide a description of the firm’s approach to communicating effectively with City staff and officials, other



jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks. Include a copy of firms residential and non-residential plan check correction lists.

- D. **Firm Profile:** Provide a description of the firm, including number of professional personnel, taxpayer identification number, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.
- E. **Location** of principal office that will be responsible for the implementation of this contract.
- F. Resume of the Lead Consultant.
- G. **Key Personnel:** Provide a summary description of the key personnel who will be involved in this project, their roles and responsibilities, and their experience in similar past projects. The proposal must name a project manager. In addition to this summary, full resumes should be provided.
- H. **References:** Three (3) to five (5) references for similar services within the last three (3) years, which include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.
- I. **Scope of Services:** Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Work Program should be presented in a logical format that can be easily attached to the Professional Services Agreement.
- J. **Cost:** Cost proposal (including hourly rate) shall be submitted.
- K. Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice. Please include your firm's success in securing funding as well as other meaningful outcomes related to the proposed scope of services.
- L. The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.

Submittal

Six (6) bound copies, one (1) unbound copy and one (1) color digital PDF copy of the proposal must be submitted no later than 12:00pm, Wednesday, May 23, 2018. Postmarks and faxes are



not acceptable. Proposal must be titled “RFP for On-Call Environmental Services.” Proposals and questions regarding this RFP shall be directed in writing to:

Rebecca Deming
Community Development Director
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the City.

All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 25 pages (not including resumes), using minimum 12-point font size. Electronic copies of the proposal will not be accepted.

***DUE DATE FOR QUESTIONS IS Wednesday, May 2, 2018, AT 5:00pm.**

All questions shall be submitted on PublicPurchase.com. Answers will be posted on the same website to allow all users to review the City’s responses to all questions within one week of the question due date.

Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

Non-Commitment to City

The City may, in its sole discretion and without any obligation to act reasonably, reject any and all proposals, waive informalities and minor irregularities in any proposal reviewed, negotiate with any entity submitting a proposal, extend deadlines, and/or request additional information. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any



proposal received before entering into final contract.

Term

The term of the agreement shall be determined upon need of services and consistent with the City’s policies. The initial period of the contract is for three years, with extensions as approved by City Council, subject to agreement terms and the Beaumont Municipal Code.

Conflict of Interest

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

Proposal Evaluation/Selection

The City intends to engage the most qualified consultant available that demonstrates a thorough understanding of the City’s needs. City staff will use the following criteria to evaluate the proposals:

Criteria	Points
Understanding of the Scope of Services	5
Demonstrated Professional Skill and Credentials	5
Related Experience	20
Quality of Proposal	10
Approach to Performing this Type of Service	10
Familiarity with City, County, and State Procedures	10
References/Satisfaction of previous clients	20
Costs of Services	20
Total	100

The City may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking. This selection will be conducted according to the City’s adopted procedures. The City reserves the right to reject any and all proposals.



Exhibits

- A. Sample Professional Services Agreement

EXHIBIT "B"
PROPOSAL



Statement of Qualifications for On-Call Environmental Services

CITY OF BEAUMONT | MAY 23, 2018



A. Cover Letter

May 21, 2018

Ms. Rebecca Deming
Community Development Director
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Subject: Statement of Qualifications for On-Call Environmental Services

Dear Ms. Deming:

The easy projects seem to have long since been approved and developed, and the regulatory environment continues to get more complex and time consuming. Simply keeping track of the changes in CEQA, court decisions, and new environmental issues can be overwhelming. PlaceWorks' team of environmental and technical experts is ready to assist the City in navigating the entitlement and environmental process. We work with municipalities and influential community groups to stay current on environmental issues and address community concerns through outreach, documentation, and compliance. We recognize that each jurisdiction and each project has a unique set of constraints and opportunities that must be addressed, along with a legally defensible environmental process that is uniquely tailored to the expectations of each community.

For over 40 years, PlaceWorks, a California S-Corporation, has been providing comprehensive environmental services (CEQA/NEPA), including technical expertise for air quality/greenhouse gases, noise and vibration, hydrology/water quality, transportation/traffic, geotechnical, shade/shadow, and environmental site assessment. Since our firm also provides planning and land planning services, we have the in-house specialists to support review of preliminary technical and feasibility studies, land use planning/policy/entitlement issues, and physical land planning analysis. Our environmental staff includes two in-house attorneys who are available to advise on CEQA legal issues.

Since this work effort will include preparation of environmental documents, we have assembled a team that can prepare any level of CEQA/NEPA document required. Alden Environmental will address any biological issues, IBI Group will cover transportation issues, and Cogstone will provide cultural resources services. PlaceWorks will coordinate and prepare all other environmental documentation.

PlaceWorks understands that each project is unique—in both its physical and political context—and we have the experience and skills to identify when projects may be subject to CEQA and/or NEPA. We apply creative, out-of-the-box thinking rather than a standard, one-size-fits-all approach. We know the right questions to ask to identify the right CEQA, NEPA, or joint CEQA/NEPA documentation and process. Our first course of action is always to determine



whether any categorical exclusions (NEPA) or categorical exemptions (CEQA) apply to the project. Taking advantage of exclusions and exemptions helps us optimize efficiency and reduce redundancy while ensuring legal defensibility. If no exclusions or exemptions apply, our next step is to determine whether an individual or joint CEQA/NEPA document would be required. If a joint document is required, we have the experience to know how best to scope our work to provide the required analysis under both CEQA and NEPA without redundancy or overkill.

The staff summaries in this submittal highlight the key individuals we propose to work on City of Beaumont's environmental projects. **William Halligan, Esq.**, is proposed as overall Principal-in-Charge, and **Mark Teague, AICP**, will serve as Project Manager. Their contact information is provided below. Additionally, the full breadth of our environmental planners and air quality/GHG, noise, traffic, site assessment, and visual analysis specialists (as detailed in this submittal) will be available to work on future Beaumont projects.

William Halligan, Esq. | Principal-in-Charge
 3 MacArthur Place, Suite 1100
 714.966.9220 x 2348
 whalligan@placeworks.com

Mark Teague, AICP | Day-to-Day Project Manager
 750 B Street, Suite 1620
 619.299.2700 x 2606
 mteague@placeworks.com

We understand the significance of this effort and look forward to discussing our proposal with you in greater detail. This proposal is valid for 90 days from the date of this submittal. As a Principal, Bill Halligan is authorized to bind the team to the contents of this submittal and to negotiate projects on behalf of the firm. Should you have any questions about the enclosed qualifications, please contact either of the undersigned.

Respectfully submitted,

PLACEWORKS

A handwritten signature in blue ink that reads "William Halligan".

William Halligan, Esq.
 Principal, Environmental Services

A handwritten signature in blue ink that reads "Mark Teague".

Mark Teague, AICP
 Associate Principal



Statement of Qualifications for On-Call Environmental Services

CITY OF BEAUMONT | MAY 23, 2018

SUBMITTED TO:

CITY OF BEAUMONT

Community Development
Rebecca Deming
Community Development Director
550 E. 6th Street
Beaumont CA 92223

SUBMITTED BY:

PLACEWORKS

Mark Teague, AICP
Associate Principal
750 B Street, Suite 1620
San Diego CA 92101
619.299.2700 | mteague@placeworks.com

WITH:

IBI GROUP

COGSTONE RESOURCE MANAGEMENT
ALDEN ENVIRONMENTAL

Contents

- A. COVER LETTER..... 1
- B. INTRODUCTION/INFORMATION3
 - Project Understanding 3
 - Primary Contact..... 3
 - Subconsultants 3
- C. FIRM’S APPROACH5
- D. FIRM PROFILE.....7
 - Who We Are 7
 - Office Locations..... 9
- E. LOCATION9
- F. RESUME OF LEAD CONSULTANT.....9
- G. KEY PERSONNEL.....9
- H. REFERENCES 15
- I. SCOPE OF SERVICES 19
 - CEQA/NEPA Compliance 19
 - Project Approach..... 20
- J. COST.....24
- K. ANY OTHER INFORMATION25
- L. INSURANCE25

APPENDIX: KEY PERSONNEL RESUMES

B. Introduction/Information

PlaceWorks' method to accomplish the work is based on our substantial experience with similar projects throughout California and locally. The work anticipated from this on-call perfectly aligns with our firm's core practice of planning and environmental documentation. Further, our team has been carefully selected to bring the best local and regional experts with local experience to help you successfully meet the goals of each project.

While this scope and response for qualifications focuses on the highly skilled PlaceWorks' environmental team, as a firm we provide all types of public agency and private development planning. Our experience in community planning ensures that our environmental analysis is concise, adequate, and sensible. We understand that the environmental process is essential but is not the purpose of the project.

PROJECT UNDERSTANDING

The City needs an environmental consultant that they can call to answer questions on CEQA or NEPA and, if necessary, prepare the requisite documents. The consultant needs to understand how a city functions, including tight agenda deadlines to presentations before the public. The consultant must be able to function at all levels as a member of the city team. The environmental consultant also needs to be able to peer-review environmental documents prepared by others and work with applicants and other consultants to ensure compliance with CEQA and NEPA. Most of all, the consultant needs to bring viable solutions to the table and help the city consider all options before moving forward.

PRIMARY CONTACT

For any additional information please contact:

Mark Teague, AICP | PlaceWorks, Inc.

750 B Street, Suite 1620 | San Diego, CA 92101

619.299.2700 x2606 | 714.966.9221 (fax) | mteague@placeworks.com

SUBCONSULTANTS

To complement our CEQA team, PlaceWorks regularly employs subconsultants for specialized technical studies. In this submittal, we have provided qualifications for subconsultants we regularly work with in traffic, cultural resources, and biological resources. We will also be pleased to work with any subconsultants preferred by the City. Chances are that we have previously worked with most of them.

IBI GROUP - TRAFFIC/TRANSPORTATION

Contact: William Delo, AICP | 18401 Von Karman Ave., Suite 110, Irvine, CA 92612 | 949.833.5588, 949.833.5511 (fax) | bdelo@ibigroup.com

IBI Group (EIN: 95-3268721) is a leading international, multidisciplinary provider of a broad range of professional services focused on the physical development of cities since 1974. Their expertise spans urban design and transportation planning, building and landscape architecture, engineering, transportation system solutions, active transportation planning, communications networks, and software development. They have organized these services into three streams—Intelligence, Buildings and Infrastructure—to ensure a holistic approach to creating innovative, responsive, and intelligent

solutions for their clients in both the public and private sectors. IBI Group has grown both from within and through strategic acquisitions. Today they have 63 offices around the world that employ more than 2,600 professionals and support staff. More than 300 of their staff architects, planners, designers, and engineers are LEED accredited. IBI Group’s approach to any project balances the three pillars of sustainability—the social, environmental, and economic spheres of influence.

IBI Group is known for its industry-leading practice in end-to-end design, management, and operational support, which includes traffic impact analyses, intelligent transportation systems, and parking management studies. They have a long track record of working with jurisdictions across southern California to develop effective solutions for a wide variety of transportation planning, traffic engineering, circulation, and parking improvement projects. Their key specializations include regional and local travel demand modeling, strategic planning and design-making policy with key stakeholders, construction and traffic management, signing and striping, traffic impact analysis, access design, VMT analysis, at-grade rail crossing evaluations, parking management plans, geographical information systems, and traffic signal timing and design.

COGSTONE RESOURCE MANAGEMENT - CULTURAL RESOURCES

Contact: Sherri Gust, RPA | 1518 W. Taft Ave., Orange, CA 92865 | 714.974.8300,
714.974.8303 (fax) | sgust@cogstone.com

Cogstone Resource Management Inc. (Cogstone) is a California corporation (EIN: 33-0963691) formed in April 2001. Cogstone’s main office is in Orange, California, with satellite offices in Riverside, San Diego, Morro Bay, and San Francisco. Specializing in paleontology, archaeology, and history, Cogstone serves both public- and private-sector clients throughout California. For 17 years, Cogstone has provided quality environmental services to assist clients in meeting project compliance requirements for federal, state, and local regulations, including CEQA, NEPA, Section 106 of the NHPA, NAGPRA, SB 18, AB 52, and others. Cogstone recognizes the importance of producing thorough and defensible work products that stand up to both industry review and legal challenge. This includes every facet of the cultural resource management process, from initial review and client consultations, through implementation of mitigation programs during construction, to reporting and public outreach. Cogstone holds statewide BLM cultural permits, and the qualifications of our 30 professional personnel are well recognized.

ALDEN ENVIRONMENTAL - BIOLOGICAL RESOURCES

Contact: Greg Mason | 3245 University Ave, #1188, San Diego, CA 92104 | 619.284.3815 |
gmason@aldenenv.com

Alden Environmental, Inc. (EIN: 45-3639966) is an environmental consulting firm, incorporated in 2011, serving the southern California market. Its primary services include biological surveys, habitat restoration, CEQA/NEPA support, environmental compliance monitoring, jurisdictional delineations, agency coordination, natural resource planning, and aquatic resources permitting. Alden Principal and Senior Biologist Greg Mason has over 20 years of environmental consulting experience with hundreds of projects throughout San Diego, Riverside, San Bernardino, Orange, Los Angeles, and Imperial counties.

C. Firm's Approach

PlaceWorks' method to accomplish the work is based on our substantial experience with similar projects throughout California and locally. The work anticipated from this on-call perfectly aligns with our firm's core practice of planning and environmental documentation. Further, our team has been carefully crafted to bring the best local and regional experts with local experience to help you successfully meet the goals of each project.

COMMUNICATION

In this role we will function as an extension of City staff, and to be useful we need to be available. While we will schedule bi-weekly calls when we have an active task order, we will also ensure you have our contact information so that you can ask questions as they arise. Ongoing communication and responsiveness is critical for every project. Mark will be your point of contact and will be accountable for each project that may be underway with a focus on the scope, schedule, and budget to ensure a successful project.

Our offices in Ontario are close by, so we can attend impromptu meetings such as design review, staff discussion, or meetings with applicants and the City. Of course, we use technology such as email, FaceTime, Skype, texting, DropBox, FTP sites, etc., to transfer data and get you the information you need, but to truly communicate we will call or drop by to see you. We want you to call and ask questions. We want PlaceWorks to be your resource for planning.

For communication with the public, PlaceWorks has an award winning public outreach team that we can tap as needed for any project. Our planners know how to conduct themselves as representatives of the City in the public arena and appreciate the vital role planning plays in providing information to the public. When we work for an agency, we represent the goals and aspirations of that agency and help City staff to be the voice of the community. Our role is to support staff.

MANAGEMENT APPROACH

Our approach to successful management starts with the right project manager. Mark Teague will be the overall project manager for the City of Beaumont contract, bringing with him the breadth of experience with similar projects as required for this on-call. He will be supported by Senior Planner Robert Kain, Associate Planner Michael Milroy, and all PlaceWorks staff.

QUALITY CONTROL

PlaceWorks has established a number of quality control and quality assurance procedures and protocols to ensure accuracy in our documents. We implement a tracking form that needs to be signed off for each stage of document review and production. Environmental documents cannot be reproduced until this form is signed by the project manager and project director. All documents are submitted to the firm's document processing center for standardized formatting and systematic checks. A technical editor reviews it for consistency, readability, grammar, and graphics or typographical errors. The project director reviews technical content and general format before it is sent back to the project manager.

Our reproduction staff produces and assembles documents in-house to ensure a higher level of quality control and reduced costs to our clients. After all revisions have been made and the final formatting completed, the document is printed, and the editor inspects it page by page to ensure that no pages or figures are missing and that formatting is consistent. Production staff makes the required number

of copies and delivers them to the project manager, who has the ultimate responsibility for the quality of the document and ensuring that the environmental review process and the environmental documents satisfy the statutes and guidelines of CEQA and NEPA.

Defensibility

Project opponents often use challenges to the environmental documentation and/or process to delay or kill a project. It is our responsibility to ensure that projects are not hindered because of successful challenges to CEQA and/or NEPA compliance. Review of all documentation by our senior staff and directors is built into our process, as described under Quality Control. Moreover, PlaceWorks is diligent in staff education so that our environmental staff stay apprised of constantly updated environmental requirements and statutes. We have two in-house environmental attorneys, one of whom, Bill Halligan, Esq., is the current Chair of AEP's legislative committee.

Schedule Adherence

Project schedules will be prepared for each task order at the level of detail deemed necessary for project tracking and schedule adherence. We will work with staff to meet individual project objectives. If requested, we can prepare MS Project schedules for each project that clearly highlight the critical path for a project and facilitate easy sharing and updating by individual task. Additionally, detailed subtasks can be "collapsed" to generate less-detailed project schedules for personnel or decision makers who may not need or be interested in the minutiae of the project schedule and management.

Cost Control

Intrinsic to project efficiency and cost control are: appropriate staffing; schedule management and adherence; and accurate budget planning, tracking, reporting, and invoicing procedures. Costs are controlled when a project is completed efficiently and rework is not required.

D. Firm Profile

WHO WE ARE

PlaceWorks is all about places and how they work geographically, environmentally, functionally, aesthetically, and culturally. We are also passionate about how we work with our clients. We bring together people from diverse practice areas, offering best-of-all-worlds capability and connectivity. Just as each place we work on is distinctly different, so is our thinking about it.

PlaceWorks, a California S-Corporation (Tax ID: 95.2975827), is one of the West's most eminent planning, design, and environmental consulting firms, with approximately 120 employees in five offices. Formerly known as The Planning Center, PlaceWorks celebrates its 43rd anniversary later this year.

We have four decades of experience in environmental planning and science, with a long-term perspective and technical expertise in shaping responses to the dynamic state and federal regulatory environment. We have handled projects of every size and type and can provide environmental services for virtually any project. Our reputation is built on our consistent production of effective and defensible environmental documents.

PlaceWorks has completed hundreds of environmental documents and risk analyses. Our dedicated in-house team consists of project managers, environmental planners and scientists, licensed engineers, environmental assessors, registered geologists, designers, economists, transportation planners, attorneys, and air quality/GHG and noise modeling experts.

PlaceWorks stays current with ever-changing state requirements, amendments to these requirements, and court interpretations so we can navigate the complexities of environmental planning, avoid pitfalls, and expedite approvals in a cost-efficient manner. The breadth of our environmental consulting services is shown in the following list.

PLACEWORKS SERVICES

Environmental Services

- CEQA/NEPA Documentation
- Third-Party Review
- Technical Studies, including Air Quality and GHG, Noise, Traffic, Shade & Shadow
- Climate Action Planning
- Site Investigation
- Remedial Engineering Design
- Health Risk Assessment
- Regulatory Compliance

Community Planning

- Comprehensive Planning, including General Plans, Specific Plans
- Transit-Oriented Development Planning
- Corridor Planning
- Infill Planning and Design
- Zoning and Form-Based Code
- Housing Research and Analysis
- Transferable Development Rights
- Community Engagement
- Municipal Services
- Geographic Information Systems
- Creative Media

Design

- Transit-Oriented Design
- Downtown Planning
- Design Standards/Guidelines
- Site Planning
- Large-Scale Planning and Design
- Strategic Plans

Landscape Architecture

- Streetscape Design
- Parks and Trails Planning
- Urban Agriculture and Forestry
- Storm Water Management Planning
- Evidence-Based Design

Economics

- Economic and Market Analysis
- Economic Development Planning
- Site Selection and Development
- Feasibility Studies

PLACEWORKS ENVIRONMENTAL SERVICES

CEQA Documentation

- Environmental Impact Reports (EIRs)
- Mitigated Negative Declarations (MNDs)
- Exemptions
- Mitigation Monitoring Programs
- Findings/Resolutions
- Third-Party CEQA Adequacy Review
- Litigation Support

NEPA Documentation

- Environmental Impact Statements (EISs)
- Environmental Assessments (EAs)
- Findings of No Significant Impact (FONSI)

Site Investigation/DTSC Compliance

- Phase I and Phase II Environmental Site Assessments (ESA)
- Preliminary Environmental Assessments (PEA)
- Remedial Investigation/Feasibility Studies (RI/FS)
- Environmental Information Management
- Geologic/Hydrologic Characterization
- Soil, Soil Vapor and Groundwater Sampling & Assessment

Remedial Engineering Design

- Feasibility Studies
- Remedial Action and Removal Action Plans, and Closure Reports
- Remedial Program Design, Implementation & Monitoring

Technical Analysis

- Air Quality Assessments and Dispersion Modeling
- Greenhouse Gas Evaluations
- Climate Action Plans/Greenhouse Gas Reduction Plans
- Noise Assessments, Mapping and Monitoring
- Vibration Assessments
- Hydrology Studies
- Water Quality Studies
- Light and Glare Studies
- Visual Impacts/Simulations

Regulatory Compliance and Safety

- Facility/Site Audits
- Permits/Approvals Acquisition
- Hazardous Waste Characterization and Management
- SWPPPs/WQMPs
- SPCCPs
- NPDES Monitoring and Permits
- Regulatory Agency Interface and Strategy

CCR Title 5 Risk Assessments

- Health Risk Assessments (Toxic Air Emissions)
- Geohazard Studies
- Railroad Risk Studies
- Pipeline/Water Storage Tank Risk Studies
- Dam Inundation Studies
- EMF (Electro Magnetic Field) Management Plans
- SFPD (School Facilities Planning Division) Self-Certification Forms
- Safe Routes to School

Support Services

- Outdoor Educational Planning Services
- Entitlement Processing
- General Plan Amendments
- Zoning Changes
- Conditional Use Permits
- Master Planning
- Feasibility Studies
- Site Planning and Design
- Grading/Feasibility Studies
- Geographic Information System (GIS) Mapping
- Demographic Studies and Reports
- Surplus Schools
- Community Outreach/Public Participation
- Hearing Coordination and Support
- Graphics/Media Support
- Spanish Interpreters/Translation
- CEQA Scoping Meetings
- DTSC Public Participation Process
- Staff Services, On-Call/Temporary Staff Placement

OFFICE LOCATIONS

ORANGE COUNTY
Corporate Headquarters
 3 MacArthur Place, Suite 1100
 Santa Ana, CA 92707
 714.966.9220

SAN DIEGO
 750 B Street
 Suite 1620
 San Diego, CA 92101
 619.299.2700

INLAND EMPIRE
 2850 Inland Empire Blvd.
 Suite B
 Ontario, CA 91764
 909.989.4449

LOS ANGELES
 700 S. Flower Street
 Suite 600
 Los Angeles, CA 90017
 213.623.1443

NORTHERN CALIFORNIA
 1625 Shattuck Avenue
 Suite 300
 Berkeley, CA 94709
 510.848.3815

In addition to these five offices, we maintain a field office on the Central Coast.

E. Location

The principal office that will be responsible for the implementation of this contract is the PlaceWorks San Diego office, 750 B. Street, Suite 1620, San Diego, CA 92101.

F. Resume of Lead Consultant

The lead consultant responsible for the implementation of this contract is Mark Teague, AICP, Associate Principal. Mark Teague’s full resume is included in the appendix.

G. Key Personnel

Name, Title	Role or Potential Role(s)	Experience/Qualifications Summary
PROJECT MANAGEMENT		
MARK TEAGUE, AICP Associate Principal	Overall Project Manager, Day-to-Day Contact	Experience includes a variety of controversial and complex projects of all sizes and virtually all project types as both a public agency and private-sector planner. Facilitates internal agency departmental discussions and conducts evaluations of ordinances, policies and operations making recommendations to
LEGAL DEFENSIBILITY		
WILLIAM HALLIGAN, Esq. Principal	Senior Advisor/Legal Defensibility	Management of complex program and project EIRs, including general plans and community/specific plans; conducts CEQA/legal adequacy review; provides CEQA training/ teaching. Licensed attorney specializing in environmental and land use law.

Name, Title	Role or Potential Role(s)	Experience/Qualifications Summary
NICOLE MORSE, Esq. Associate Principal	Senior Advisor/Legal Defensibility	Management of complex program and project EIRs, general plan EIRs, community plan/specific plan EIRs; CEQA/legal adequacy review; CEQA thresholds/guidelines. Experience in downtown redevelopment, large master planned communities, urban infill, high-rise commercial-office, industrial, and mixed use projects.
CEQA PROJECT		
ALICE HOUSEWORTH, AICP, LEED AP Senior Associate	Project Manager, Senior Planner	Management of program and project EIRs; CEQA/NEPA compliance; and mitigation monitoring. Certificates in Watershed Management and School Facilities Planning.
JORGE ESTRADA Senior Associate	Project Manager, Senior Planner	Specializes in both environmental and community planning and design. Prepares and manages environmental documents and specific plans; entitlement services. Manages general plan and specific plan EIRs and MNDs.
ELIZABETH KIM Associate	Project Manager, Senior Planner	Skilled in environmental analysis, policy analysis, and municipal planning; manages environmental documentation and constraints mapping; provides research and analysis for EIRs/MNDs.
MICHAEL MILROY Associate	Project Manager, Associate Planner	Experience preparing CEQA/NEPA documents and providing project management assistance. Specializes in biological resources, hydrology and water quality, and GIS.
RYAN POTTER, AICP Associate	Project Manager, Associate Planner	Experienced in CEQA analysis, project management, code compliance, designing urban infill and mixed use developments, and writing design guidelines for master-planned communities.
MICHAEL PAUL Project Planner	CEQA Planner	Experience in working with the built environment, urban design, policy, and sustainability with a solid foundation for environmental and community planning. Additionally, his enthusiasm for civic engagement makes him an effective liaison with the public.
CEQA TECHNICAL		
NICOLE VERMILION Associate Principal, Air Quality/ GHG Services and Director of Air Quality/GHG/Noise Services	Air Quality/GHG Emissions	Expert in air quality/GHG CEQA analysis and SCAQMD CalEEMod beta tester. Prepares air quality/GHG technical studies for general/specific plans, and virtually all PlaceWorks CEQA documents. Provides air quality/GHG training/workshops, and participates in the AEP Climate Change Committee and San Joaquin Valley Air Pollution Control District's CEQA GHG significance thresholds working group.

Name, Title	Role or Potential Role(s)	Experience/Qualifications Summary
FERNANDO SOTELO, PE, PTP Senior Engineer, Transportation	Traffic/Transportation and Parking	Professional traffic engineer with extensive CEQA experience and technical knowledge of transportation planning, including travel demand forecasting, traffic impact analyses, and parking demand studies. Up to date on recent CEQA legislation related to transportation planning.
JOSHUA D. CARMAN Senior Associate, Noise, Vibration & Acoustics	Noise and Vibration	Experience includes complex project- and program-level analyses of mixed-use development, traffic, transit, and transportation, community health risk assessments, vibration, industrial, infrastructure and utilities, telecommunications, hydroacoustics, and construction projects. Certified in the use of the FHWA's Traffic Noise Prediction Model (TNM) and the US EPA AERMOD air dispersion model.
JOHN VANG, JD Senior Associate	Air Quality/GHG	Specialist on the air quality, greenhouse gas, and noise assessment team. Proficient in the various modeling software for air quality, health risk, and noise technical studies, such as EMFAC, AERMOD, SCREEN3, CALINE4, and the Federal Highway Administration's Traffic Noise Model.
ALEXIS WHITAKER, LEED GA Project Scientist	Air Quality/GHG, Noise and Vibration, and Health Risk	Brings a strong scientific background and deep understanding of environmental systems and a background in scientific research with technical skills in CalEEMod, GIS, and data management to the environmental planning team.
SCOTT ASHLOCK, ASLA Senior Associate	Shade/Shadow Analysis, Visual Simulations	Uses advanced skills in Adobe Creative Suite, ArcGIS, AutoCAD, 3DS Max, and SketchUp, tackles a wide range of aesthetic issues for a wide range of the most often complex of projects.
ALEX REYES Project Designer	Shade/Shadow Analysis, Visual Simulation	Prepares visual simulations, lighting studies, and shade/shadow analyses for environmental documents using his diverse knowledge of computer programs to quickly create a working product and adapt it to individual client needs.
YUE ZHANG Designer	Shade/Shadow Analysis, Visual Simulation	Specializes in graphic, document design, and illustrations that include maps, 3D models, and renderings. Proficient with graphics programs such as Adobe Suite, AutoCAD, SketchUp, GIS, and 3D max.
STEVE BUSH, PE Senior Engineer	Air Quality/GHG, Health Risk Assessment, Hydrology/Water Quality	Registered Civil Engineer. Conducts air quality/GHG analyses and health risk assessments for various projects, including stormwater outlets/marsh areas. Proficient in different air quality modeling software such as CalEEMod2011, BREEZE7.

Name, Title	Role or Potential Role(s)	Experience/Qualifications Summary
CATHY FITZGERALD, DEnv, PE, QSD/QSP Senior Engineer	Hydrology/Water Quality; Health Risk Assessments; Storm Water Pollution Prevention Plans	Expert in preparing hydrology studies, health risk assessments, safety hazard assessments, air quality studies, hazardous waste investigations, and remedial action plans. Experienced in installing groundwater and soil vapor extraction systems.
DINA EL CHAMMAS GASS, EIT Project Engineer/ Planner	Hydrology/Water Quality, Health Risk Assessment, Site Assessment	Experience in the fields of sustainability, environmental engineering, and sustainable watershed management; has helped prepare environmental impact statements for large construction sites and performed field baseline studies and data modeling and assessment, working with EPA, EU, and WHO environmental legislation and regulations.
ROBYN CHACONAS, EIT Project Engineer/ Planner	Hydrology/Water Quality	Practical experience in engineering, construction, permitting, and community development. She is versed in oil and gas permitting, regulatory compliance, underground injection control, and oilfield waste management.
MICHAEL J. WATSON, PG Associate Geologist	Site Assessment, Geology/ Geohazards Assessments	Proficient in conducting site assessments, geohazard studies, air quality and industrial hygiene assessments, groundwater investigations, and remedial actions.
DENISE CLENDENING, PhD Associate Principal, Site Assessment Services	Phase I, II & III ESAs	Expertise in human health risk assessments, site assessments, and investigations of chemical waste, including at Resource Conservation & Recovery Act (RCRA) and Superfund sites.
KARL RODENBAUGH, DEnv Senior Scientist	Site Assessment	Technical liaison between public and private entities in the areas of water quality, public health, risk assessment, air quality, ecology, and hazardous waste management, and has been responsible for environmental assessment and field projects worldwide.
ROBERT KAIN GeoSpatial Services Business Leader	GIS	Well versed in advanced and current planning practices in both the public and private sectors with expertise in processing complex discretionary applications—such as coastal development permits, variances, conditional uses permit, parcel maps, and tract maps.
KIM HERKEWITZ GIS Manager	GIS	Significant experience combining and analyzing information from a variety of perspectives combining GIS with other applications such as Rhino 3D/RhinoTerrain, Mapbox/TileMill, and JavaScript/HTML5 to highlight crucial information and make it more accessible.

Name, Title	Role or Potential Role(s)	Experience/Qualifications Summary
HALLEY GRUNDY Project Planner	GIS and Visual Simulation	Strong graphics skills help to communicate in a user-friendly manner that resonates with a broad audience ideas informed by a background in architecture and real estate development that are well grounded in the ins and outs of design as well as the reality of market constraints and opportunities.
SUBCONSULTANTS		
IBI Group		
WILLIAM DELO, AICP Managing Principal	Principal in Charge/ Traffic Project Manager	An experienced project manager with over 16 years of experience in transportation planning and traffic engineering responsible for the successful completion of numerous projects ranging from traffic and parking studies to regional multi-modal transportation studies.
MIKE ARIZABAL Senior Transportation Planner	Traffic Study Project Manager	Has led the technical work for numerous transportation planning, traffic engineering, and parking projects in Southern California, and is an expert on all traffic analysis software and tools.
AMY FRANK, PE, LEED AP Transportation Engineer	Traffic Study and Engineering Lead	Over 9 years of experience on projects ranging from roadway design, traffic signal and striping design, traffic impact studies, stage construction layouts, bicycle facilities, bus stops, and traffic control plans.
DAVID CHEW, PTP Transportation Planner	Traffic Study Support and Modeling	Skills include geospatial analysis and data visualization with ArcGIS, transportation and land use planning, transit analysis, traffic modeling, parking studies and microsimulation using SimTraffic and VISSIM.
CATHY CHEA, AICP Transportation Planner	Traffic Analyst/GIS Lead	Specializes in the strategic planning and implementation of multimodal transportation and TOD projects ranging from transit planning, complete streets, multimodal corridor studies, TOD and station area planning, traffic impact analyses, and parking studies.
YONATHAN ESQUIVEL, EIT Transportation Engineer	Traffic Study Analyst	Experience includes traffic impact analyses, circulation studies, transit feasibility studies, traffic control plans, and traffic signal design and modifications.
Cogstone Resource Management		
SHERRI GUST, RPA Principal Investigator for Archaeology and Paleontology	Quality Assurance/Quality Control	Qualified Principal Paleontologist and Registered Professional Archaeologist (RPA) with over 35 years managing cultural and paleontological resources services for public and private sector clients. Is knowledgeable of the processes and procedures required to obtain NEPA, NHPA Section 106 and CEQA environmental approvals.

Name, Title	Role or Potential Role(s)	Experience/Qualifications Summary
DESIREE MARTINEZ Project Manager	Overall Project Manager	Qualified Principal Archaeologist with 21 years in the planning, implementation, and completion of all phases of archaeological work. Extensive experience with CEQA, NEPA, NAGPRA, SB 18 and other cultural resource laws. Extensive experience consulting with Native American leaders and community members in a variety of contexts.
KIM SCOTT Principal Investigator for Paleontology	Principal Paleontologist	Extensive experience survey, monitoring and fossil salvage experience. In addition, she has special skills in fossil preparation (cleaning and stabilization) and preparation of stratigraphic sections and other documentation for fossil localities.
TERESA TERRY, RPA Principal Investigator for Archaeology	Principal Archaeologist	Supervised large projects on a variety of archaeological field projects in California and the greater US Southwest as well as written or contributed to archaeological assessments and project reports. Well versed in the investigation of prehistoric and historic lithic use, debitage (flake) typologies, early 20th century consumer culture, human induced geomorphology, native and pioneer settlement patterns and subsistence strategies, and post-contact period ethnography.
Alden Environmental		
GREG MASON Principal/Senior Biologist	Terrestrial Biology	Expert in biological survey preparation, habitat restoration, CEQA/NEPA support, environmental compliance monitoring, jurisdictional delineations, agency coordination, natural resource planning, and aquatics resource permitting.
DEBORAH CLAYTON Senior Biologist	Terrestrial Biology	Has performed a variety of biological surveying and monitoring activities in San Diego, Imperial, Orange, Los Angeles, Riverside, San Bernardino, Ventura, and Kern counties and is intimately familiar with the natural communities of southern California, in particular coastal sage scrub, chaparral, riparian, oak woodland, grassland, and desert communities.
TARA BAXTER Biologist	Terrestrial Biology	Experience includes both second and third-party construction and biological compliance monitoring, native habitat restoration, and ecological field surveys and is adept at identifying native bird, mammal, reptile, amphibian, and plant species.
KRIS SCHLECH Permit Specialist	Permitting Support	Coordinates activities with Biology, Planning, GIS and Engineering staff to produce support documentation for NEPA, CEQA, Endangered Species Act, California Endangered Species Act, and Clean Water Act regulations.

Name, Title	Role or Potential Role(s)	Experience/Qualifications Summary
JUSTIN PALMER GIS Specialist	GIS Analyses	Skills include coordinating and directing field data collection efforts, conversion of data into searchable spatial databases, overlay analyses of numerous data sources, GIS modeling, and preparation of highly accurate maps and figures

Full resumes for all key personnel are provided in the resume appendix.

H. References

Client Project(s) Date(s)	Contact	Brief Project Description
PLACEWORKS		
CITY OF WILDOMAR <ul style="list-style-type: none"> On-Call Environmental and Planning Services (2017-Present. Also, Mark Teague managed this contract 2013-2017 while with another consulting firm) 	Matthew C. Bassi Planning Director 23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595 951-677-7751 x 213	Planning Manager. PlaceWorks provides land use planning staffing, and CEQA management, prepares CEQA documents, writes staff reports, makes presentations, answers questions from the public, reviews work by others, assists city in making environmental determination.
CITY OF EASTVALE <ul style="list-style-type: none"> On Call Staffing (Mark Teague managed this contract and served as CEQA Project Manager 2013-2017 while with another consulting firm) 	Michelle Nissen City Manager 12363 Limonite Ave., Suite 910 Eastvale, CA 91752 951-703-4411	CEQA Manager. Provided CEQA oversight, prepared CEQA documents, review work by others, assist city in making environmental determination.
CITY OF ANAHEIM <ul style="list-style-type: none"> On-Call Environmental Services (2004-Present, under repeat master services contracts) 	Susan Kim Principal Planner 200 S. Anaheim Blvd. Anaheim, CA 92805 714-765-4958 skim@anaheim.net	PlaceWorks has managed more than 6 dozen CEQA projects during the past 14 years, including (not limited to) EIRs, Initial Studies, (Mitigated) Negative Declarations, and Third-Party Peer Review. Projects have included: Honda Center EIR, Anaheim General Plan EIR, Platinum Triangle EIR and subsequent EIR Addendums, Beach Boulevard Corridor Plan EIR, and Anaheim Canyon Specific Plan EIR.

Client Project(s) Date(s)	Contact	Brief Project Description
CITY OF IRVINE <ul style="list-style-type: none"> On-Call Environmental Services (2004–Present, under repeat master services contracts) 	Bill Jacobs, AICP Principal Planner One Civic Center Plaza, P.O. Box 19575 Irvine CA 92623 949.724.6521 bjacobs@ci.irvine.ca.us	PlaceWorks has led more than 4 dozen environmental projects for the City of Irvine over the past 14 years, including (not limited to) EIRs, Initial Studies (Mitigated) Negative Declarations, and Third-Party Peer Review. Projects include: the “Irvine CEQA Manual” (the guide for preparing CEQA projects in the City), the Irvine Business Complex (IBC) Vision Plan EIR, nearly 2 dozen Industrial Adjacency Analyses for the IBC, the EIR for Planning Areas 18 and 39, and more.
CITY OF BANNING <ul style="list-style-type: none"> Rancho San Gorgonio Specific Plan EIR (March 2014–October 2016) 	Ernest Perea CEQA Consultant City of Jurupa Valley (formerly at Banning) 8304 Limonite Avenue Suite 'M' Jurupa CA 92509 951.332.6464 ernestperea@ymail.com	Project proposed to transform undeveloped grazing land in the southern portion of the city into an 831-acre master-planned community. Banning residents enjoy the rural quality of the city and voiced concerns about introducing high density development. They also questioned the adequacy of public services, infrastructure, and water supply to meet the demands of the specific plan development. The PlaceWorks team and the project applicant prepared and/or reviewed technical studies to address these concerns and coordinated with public service providers to identify potentially significant impacts. The project was carried through to successful conclusion and EIR adoption in October 2016.
IBI Group		
COUNTY OF LOS ANGELES <ul style="list-style-type: none"> West Carson TOD Specific Plan (2016-2018) West Athens TOD Specific Plan (2017-2018) 	Maya Saraf Regional Planning Assistant II 320 West Temple St. Los Angeles, CA 90012 213.974.6422	The mobility element of the Specific Plans to improve transportation and mobility, which will focus on leveraging the community’s assets, connecting uses and activities, and attracting future investment to create an engaging and vibrant community.
ORANGE COUNTY TRANSPORTATION AUTHORITY <ul style="list-style-type: none"> Transit Centers Modernization and Parking Management Study (2017) 	Cliff Thorne Department Manager, Maintenance 600 South Main Street, Orange, CA 92863 714.560.5975	A comprehensive study to examine the needs of OCTA’s five transportation centers and two park-and-ride facilities for security, passenger amenities, and parking.

Client Project(s) Date(s)	Contact	Brief Project Description
CITY OF OCEANSIDE <ul style="list-style-type: none"> ■ Coast Highway Corridor Study (2015-2018) ■ Oceanside Parking Management Study (2017-2018) 	John Amberson Community Development 300 North Coast Hwy, Oceanside, CA 92054 760.435.5091	An analysis of traffic operations in conjunction with a review of existing and planned land uses throughout the corridor. The analysis will identify the means by which all or portions of Coast Highway can be transformed from a four lane to a two-lane secondary collector while maintaining both functionality and livability.
CITY OF SANTA ANA <ul style="list-style-type: none"> ■ General Plan Circulation Update (2015-2018) 	Melanie McCann Project Manager 20 Civic Center Plaza M-20 Santa Ana, CA 92701 714.667.2746	Establishing Circulation Element goals, objectives, and policies; evaluating impacts that traffic growth will have on the circulation within the City and recommending appropriate improvements to mitigate these impacts; updating the objectives and policies for public transit, bicycle, and pedestrian facilities; providing objectives and policies for transportation demand management, traffic calming measures; and modeling and analysis of alternative network assumptions.
SCAG <ul style="list-style-type: none"> ■ Van Nuys/Boyle Heights Parking Management Plans (2015) ■ Norwalk Green Line Extension (2016-current) 	Cliff Thorne Department Manager, Maintenance 600 South Main Street, Orange, CA 92863 714.560.5975	IBI Group was selected by the City of Los Angeles to complete parking management plans for Van Nuys and Boyle Heights, two distinct communities within Los Angeles.
Cogstone Resource Management		
MICHAEL BAKER INTERNATIONAL <ul style="list-style-type: none"> ■ 2300 Redondo Avenue Project (2017) ■ Magnolia Avenue Improvements Project (2016-2017) ■ Laguna Beach Village Entrance Project (2016-2017) 	Alan Ashimine Senior Associate 5 Hutton Centre Drive, Suite 500 Santa Ana, CA 92707 949.855.3612	Provided Environmental Consulting Services including Archaeology, Paleontology, and History for numerous projects.

Client Project(s) Date(s)	Contact	Brief Project Description
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) <ul style="list-style-type: none"> ■ Metro Purple Line Extension (Westside Subway) Construction Management, Segment 1 Project, Los Angeles, California (2013- Present) 	Tom Kefalas Sr. Director ECSD One Gateway Plaza Los Angeles, CA 90012 213.418.3370	During the environmental studies phase, Cogstone completed the paleontology section and prepared the Paleontological Resources Mitigation and Monitoring Plan (PRMMP) for the Final EIS/EIR for the entire 8.6- mile project. Cogstone prepared a separate PRMMP and MOA with the Natural History Museum for the Wilshire/Fairfax Station Exploratory Shaft. We conducted paleontological monitoring and fossil recovery of the shaft excavations. Cogstone is currently serving as the paleontological consultant for the construction management team's oversight of the design-build of three stations from Western to La Cienega.
COUNTY OF SAN BERNARDINO, DEPARTMENT OF PUBLIC WORKS <ul style="list-style-type: none"> ■ On-call Archaeological/Cultural/Historic/Paleontological Resources (2014- Present) 	Roger Hatheway Cultural Resources Specialist 777 East Rialto Avenue San Bernardino, CA 92415 909.387.2469	Provided Environmental Consulting Services including Cultural and Paleontological Resource Assessments and Cultural and Paleontological Monitoring for numerous projects in San Bernardino County.
Alden Environmental		
SEA BREEZE PROPERTIES <ul style="list-style-type: none"> ■ Merge 56 Project 	Gary Levitt Owner 5550 Carmel Mountain Rd., Ste. 204 San Diego, CA 92130 858.362.8555	Development including mixed use and public roadway improvements to Camino Del Sur and Carmel Mountain Road, which were previously approved roads in the City's circulation element. Conducted biological surveys and prepared technical documents in support of a Subsequent EIR. Also processed aquatic resources permits with the Corps, CDFW, RWQCB, and the USFWS.

Client Project(s) Date(s)	Contact	Brief Project Description
RHODES & GRUS <ul style="list-style-type: none"> ▪ Merge 56 Project 	Keith Rhodes Owner 4495 Point Loma Ave San Diego, CA 92107 619.990.8599	160-acre private mixed use development project in San Diego. Alden conducted biological surveys, provided input to CEQA document, pursued regulatory agency permits, and prepared biological technical report and vernal pool habitat restoration plan. Issues included vernal pools, San Diego fairy shrimp, jurisdictional features, and USFWS-designated critical habitat. Successfully negotiated USFWS Section 7 consultation for fairy shrimp and critical habitat and obtained a biological opinion for the project as well as CDFW 1602 Streambed Alteration Agreement, RWQCB Section 401 Water Quality Certification, and a Nationwide Permit from the Corps.
PARAGON COMPANY <ul style="list-style-type: none"> ▪ Otay Business Park 	Ricardo Jinich Partner 4370 La Jolla Village Drive, Suite 640 San Diego, CA 92122 858.535.9000	160-acre industrial development project next to the US/Mexico border San Diego County. Alden conducted biological surveys, provided input to CEQA document, pursued regulatory agency permits, prepared biological technical report and vernal pool habitat restoration plan, and pursued MSCP concurrence from CDFW and USFWS. Biological issues included nonnative grassland, burrowing owls, fairy shrimp, quino checkerspot butterfly, jurisdictional features, critical habitat, and several County List A/B plant species. Successfully negotiated USFWS Section 7 consultation for quino checkerspot butterfly, fairy shrimp, and critical habitat and obtained a Biological Opinion for the project.

I. Scope of Services

CEQA/NEPA COMPLIANCE

Our CEQA/NEPA practitioners and environmental scientists have handled projects of every size and type. We use our expertise to formulate workable plans and programs while remaining neutral and objective to ensure environmental documentation withstands legal scrutiny. In addition to keeping apprised of changes in the law and court cases, PlaceWorks is active in the Association of Environmental Professionals (AEP), and in the American Planning Association (APA), teaching CEQA/NEPA compliance. Project Manager Mark Teague currently serves as the Planning Manager for the City of Wildomar. In this role he works with staff to evaluate projects, manages EIR consultants, peer reviews work, prepares staff reports, and represents the city as requested.

PlaceWorks’ two in-house environmental and land use attorneys and six environmental principals are at the **forefront of applying the latest streamlining opportunities**. With the recent changes to CEQA

associated with SB 375, SB 226, and SB 743, PlaceWorks will strategize with the City on the most appropriate approach for the project in order to capitalize streamlining opportunities and support City efforts on smart growth and development. We have successfully used this collaborative approach in places like Pasadena, where we worked closely with the city to adopt one of the first post-SB 743 general plans in the state, helping them achieve their climate action plan goals.

PROJECT APPROACH

PlaceWorks project manager Mark Teague will discuss each assignment with the City, complete preliminary analysis, and recommend the probable environmental determination (i.e., exemption, negative declaration, EIR). We know that often a small change to a project can affect the analysis and will recommend changes that would reduce the extent of analysis. All of our recommendations will be supported by reasoning so that the city, public, and applicant understand the result.

For each work assignment request, PlaceWorks will:

1. Review the project application materials to ensure they contain the necessary information to complete the CEQA process.
2. Discuss our findings with the City and, if directed, prepare a summary memo of any deficiencies.
3. If requested, prepare a project-specific task order based on the expected environmental determination. Each task order will include a detailed scope, extent of technical studies, and timeline to complete the work. PlaceWorks will provide billing for each approved task order to assist the City with cost recovery and to provide an accounting of the time spent on each project.
4. Prepare and keep current a table of assigned projects, status, and deadlines.
5. Organize bi-weekly conference calls to review status of assigned projects.
6. Draft requisite forms, public notices, resolutions, assist with staff reports, and make presentations as requested by the city.

PEER REVIEW

Some level of peer review is involved in nearly every development application. Developers often prepare technical reports to inform their project design or protect them from liability. The PlaceWorks team regularly peer reviews documents for compliance with CEQA and adherence to professional standards. When we peer review work by others, we evaluate for document content, not visual appearance or style. The PlaceWorks team can peer review any planning technical studies that would be prepared by an applicant.

Process

For peer review requests, PlaceWorks will:

1. Review the study/report for compliance with industry standards and City requirements.
2. Prepare either:
 - a. Memorandum summarizing areas that need to be addressed; or,

- b. Make comments in the electronic version of the study/report.
3. Review our findings with the City.
4. Schedule a conference call or meeting with the applicant to review City comments.
5. Review revised study/report to ensure all that comments were addressed.

EXEMPTION AND ADDENDUM

The CEQA Guidelines require that an agency first determine if CEQA applies, and then whether there is an appropriate exemption. PlaceWorks regularly reviews development projects to determine if the project qualifies under the general exemption, or one of the regulatory, statutory, or categorical exemptions. (NEPA has a similar process for categorical exclusions.) It is important that the decision to use an exemption is accompanied by substantial evidence. PlaceWorks will prepare a memorandum and will include technical studies, as appropriate, as evidence to support the environmental determination.

Many projects may qualify for use of an Addendum to a previously approved environmental document. A properly documented Addendum can shorten review times and reduce cost. As part of our review for an exemption, PlaceWorks will also determine if another adopted environmental document would meet the requirements of CEQA. Like an exemption, an Addendum will also need to be supported by substantial evidence. The process for both an exemption or an Addendum are similar. For each project PlaceWorks will.

Process for Exemption and Addendum

1. Determine if the application is a sustainable communities project per SB 375, and therefore:
 - a. exempt from further CEQA review under PRC Section 21155.1(a),
 - b. applicable for streamlining under PRC Section 21159.28(a and b) and the CEQA document is not required to address i) growth inducing impacts, ii) project specific or cumulative impacts from automobiles on global warming or the regional transportation network, or iii) a reduced density alternative (EIRs only), or
 - c. applicable for limited analysis via Sustainable Communities Environmental Assessment (SCEA) or a limited EIR for projects not exempt under PRC Section 21155.1(a);
2. Determine if the project was previously covered under and consistent with a specific plan for which an environmental impact report was certified, and therefore exempt from further CEQA review under PRC Section 21155.4 (i.e., SB 743).
3. See if the project qualifies for streamlined review under SB 226 (PRC Section 21094.5 and CEQA Guidelines Section 15183.3) via Appendix M and Appendix N of the CEQA Guidelines. Use of Appendix N will narrow the scope of impacts that need to be analyzed at a project level. Impacts of a project that were already addressed at a programmatic level are not subject to CEQA, even if those impacts remain significant. Impacts that are addressed by local development policies or standards, such as construction noise ordinances and traffic impact fees, are not subject to CEQA either, even if the policies do not fully mitigate the impact.
4. Determine if the project meets the requirements of a regulatory, statutory, or categorical exemption.

5. Review our findings with the City.
6. Prepare either an Addendum or exemption with supporting materials.
7. Prepare a Notice of Determination for filing.

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION/ENVIRONMENTAL ASSESSMENT

More than a checklist, the initial study (IS) is the table of contents for the substantial evidence, and the discussion needed to prove that environmental impacts are less than significant. PlaceWorks will tier off appropriate certified environmental documents and streamline the discussion to focus on the proposed project. If needed, technical studies will address the CEQA checklist questions, and all mitigation measures will be proportionate to the project impact and fully implementable by the City.

While possible, it would be unusual for the City need to prepare an environmental assessment pursuant to NEPA. What is more common is a process known as CEQA+, where all CEQA requirements applied, plus additional consultation for biological resources (Section 106) and cultural resources (Section 107). In addition, CEQA+ documents are often required to include an environmental justice and alternatives analysis. Requirements of the CEQA+ are unique to each granting agency and are often part of the grant application. The PlaceWorks team can prepare any level of NEPA document, including a CEQA+ as required.

Process for Initial Study/Mitigated Negative Declaration/Environmental Assessment

1. Determine if there is another certified environmental document that the IS can tier from.
2. Prepare an IS following a city format or Appendix G of the CEQA Guidelines. The IS can result in either:
 - a. Negative Declaration (ND): Either the project has no environmental impact, or where existing policies, programs, ordinances and procedures effectively mitigate any environmental impact, therefore no mitigation measures are required.
 - b. Mitigated Negative Declaration (MND): Where the project has some environmental impact that exceeds an adopted threshold, but can be reduced below the threshold through a required modification of the project.
3. Review the draft IS with the City and applicant.
4. Prepare the public review draft of the IS/ND/MND with supporting materials.
5. Respond to comments to the IS/ ND/MND.
6. Prepare certification resolution, staff report material, and attend meeting(s).
7. Prepare a Notice of Determination for filing.

ENVIRONMENTAL IMPACT REPORT AND ENVIRONMENTAL IMPACT STATEMENT

Should the technical analysis for one or more environmental issues result in an impact that cannot be reduced below the City's threshold, an EIR will be required. PlaceWorks has over 35 years of experience preparing EIRs and understands the constantly shifting regulatory requirements. We recommend using the scoping process to narrowly define the extent of environmental analysis. This can be accomplished with an initial study, or simply as part of the notice of preparation. In some

instances, the City may allow an applicant to prepare their own EIR. In this case PlaceWorks would provide peer review services as described above.

Depending on the federal agency involved, the City may not be able to prepare the environmental impact statement (EIS) to comply with NEPA locally, as procedures may dictate a different procurement process. If permitted by the agency, however, PlaceWorks can prepare an EIS, or more likely, a combined EIR/EIS, to address the needs of the City. While some EIS can be reviewed locally, the NEPA process usually requires a review by the EPA in Washington D.C., with a timeline measured in years. It is more common for the CEQA+ process to be required for grant-funded projects as described above.

Environmental Impact Report and Environmental Impact Statement

1. Prepare either an initial study (IS) or summary notice of preparation (NOP) to focus the environmental analysis.
2. Prepare for and attend a scoping meeting to explain the project and the CEQA process to the public.
3. Prepare an administrative draft EIR consistent with CEQA for review with the City.
4. Prepare a public draft EIR for review by the public and agencies.
5. Prepare an administrative final EIR including response to comments, and EIR certification resolution with findings for review with the City.
6. Attend hearing(s) to present the findings and answer questions on the EIR.
7. Prepare a Notice of Determination for filing.

OTHER DUTIES OF THE ENVIRONMENTAL CONSULTANT

In addition to review environmental documents and technical reports prepared by others or preparing new environmental documents for projects on behalf of the city, PlaceWorks can also assist in the frequent CEQA/NEPA tasks that arise. Examples include review and estimate(s) of environmental clearance for projects ahead of a grant application. Estimates for environmental clearance for City projects. Review of projects that will affect the City but are proposed by other agencies. A short list of the environmental duties we have provided for other clients includes:

Other Duties of the Environmental Consultant

1. Peer review of CEQA/NEPA docs prepared by others.
2. Review of responses to proposals.
3. Manage EIRs prepared by others.
4. Respond to other agency NOPs on City's behalf.
5. Attend meetings with applicants to advise on project modifications that could reduce the level of CEQA analysis required.
6. Review scopes of technical studies to completed by the applicant in advance of application.
7. Provide budget estimates for environmental compliance of City improvements.

8. Provide mitigation monitoring and reporting.
9. Answer questions concerning timing and approach for environmental analysis.
10. Train Commission, Council, and staff on CEQA, results of new court cases, pending legislation, and best practices.

J. Cost

Standard fee schedules for PlaceWorks and each of our subconsultants are included as follows.

PLACEWORKS – 2018 STANDARD FEE SCHEDULE

STAFF LEVEL	HOURLY BILL RATE
Principal	\$195-\$335
Associate Principal	\$180-\$230
Senior Associate/Senior Scientist	\$150-\$230
Associate/Scientist	\$120-\$180
Project Planner/Project Scientist	\$95-\$135
Planner/Assistant Scientist	\$85-\$110
Graphics Specialist	\$65-\$160
Clerical/Word Processing	\$45-\$180
Intern	\$65-\$95

Subconsultants are billed at cost plus 10%.

Mileage reimbursement rate is the standard IRS-approved rate.

Last Update: 03/19/18

IBI GROUP - FEE SCHEDULE

Personnel	Personnel Categories	Fully Burdened Hourly Rates
William Delo, AICP	Principal in Charge	\$325
Mike Arizabal	Project Manager	\$140
Amy Frank, PE, LEED AP	Senior Transportation Engineer	\$125
David Chew, PTP	Transportation Planner	\$109
Cathy Chea, AICP	Transportation Planner	\$94
Yonathan Esquivel, EIT	Transportation Engineer	\$90

COGSTONE - 2018 FULL FEE SCHEDULE

Labor Classification	Hourly Rate
Monitor /Technician	\$62.00
Crew chief	\$69.00
Supervisor	\$78.00
Director	\$93.00
Project Manager /Principal Investigator I	\$95.00

COGSTONE - 2018 FULL FEE SCHEDULE

Labor Classification	Hourly Rate	
Project Manager /Principal Investigator II	\$109.00	
Project Manager /Principal Investigator III	\$125.00	
Program Manager	\$128.00	
Principal	\$187.00	
Administrative Assistant	\$60.00	
Technical Editor	\$78.00	
Contract Manager	\$100.00	
Other Direct Costs	Unit	
Mileage	Mile	Current IRS Rate
Expendable Supplies		Actual Cost
Outside Services		Actual Cost

ALDEN ENVIRONMENTAL - 2018 SCHEDULE OF FEES

Professional Rates	
Principal/Senior Biologist	\$165.00
Senior Biologist	\$110.00
Biologist	\$100.00
Junior Biologist	\$85.00
GIS Specialist	\$100.00
Technical Editor	\$75.00
Associate	\$65.00
Clerical	\$35.00

Direct Costs: Mileage will be billed at the current IRS approved rate. GPS usage will be billed at a rate of \$100.00 per day. Other expenses (printing, materials, aerial photography, postage/ shipping, lodging, etc.) and subcontractors will be billed at cost.

K. Any Other Information

PLACEWORKS' TRACK RECORD FOR CEQA DEFENSIBILITY

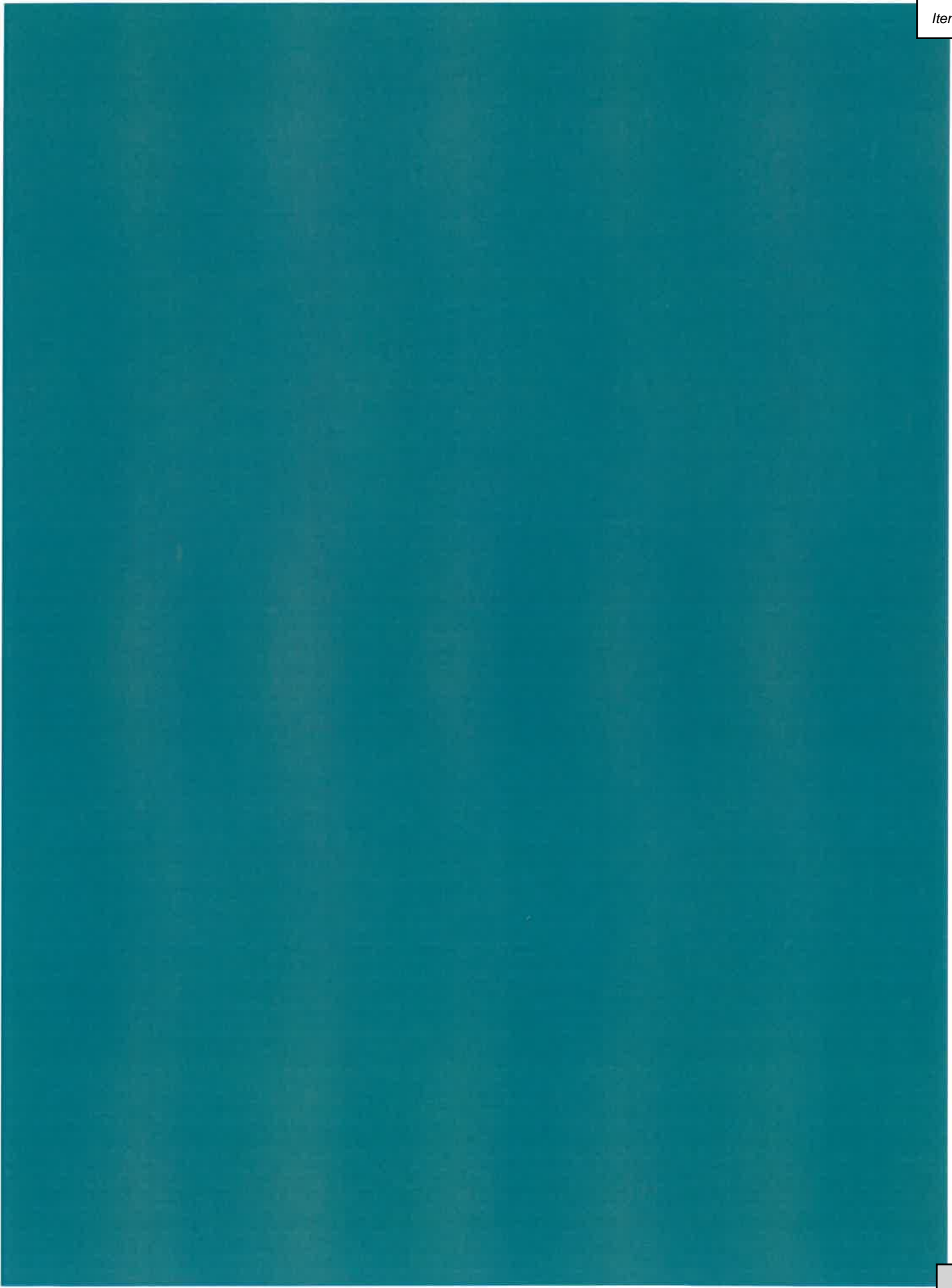
CEQA is a cornerstone of California’s environmental regulatory framework and has played a critical role in improving environmental quality. In recent years, there has been a growing trend of litigation. In fact, the majority of challenges have occurred within the past 10 years. Most importantly, of the 25 total PlaceWorks-prepared EIRs that have been challenged and litigated, all have been upheld by the court. It should also be noted that of these 25 projects, one project for a proposed NFL stadium received a governor’s exemption.

L. Insurance

The required insurance will be in force at the time of contract execution. A certificate of insurance will be provided upon request.

APPENDIX

Resumes





MARK TEAGUE, AICP

Associate Principal

In over 30 years of public- and private-sector experience, Mark has worked throughout California in agencies large and small and is considered an innovative problem solver. His projects include planned communities, shopping center EIRs, general plan and zoning code updates, impact fees, and public outreach for projects highly scrutinized by the public. Mark is often able to offer a unique approach to meeting a critical goal of a project. His experience as a planning director, and ability to see the whole of the project, ensures that every environmental document meets the need of the client. He has served as on-call extension of staff for numerous cities throughout California including Wildomar and Eastvale.

Mark is also an excellent public speaker and regularly presents at the League of California Cities Planning Commissioner's Academy on topics such as design guidelines, CEQA compliance, and how to read an EIR. He also teaches CEQA to staff with a focus on how new legal decisions affect compliance. Because of his public outreach skills, Mark has helped with projects ranging from Walmart to water-bottling plants and conducted town hall meetings about development services department efficiencies and increases in utility fees.

HIGHLIGHTS OF EXPERIENCE

CEQA/NEPA COMPLIANCE

- » Coronado Gateway Parkway Plan IS/MND | Coronado CA
- » Coronado Public Restroom EIR | Coronado CA
- » 3Roots San Diego Specific Plan and Carroll Canyon Master Plan | Carroll Canyon CA
- » North School Reconstruction EIR | Hermosa Beach CA
- » John Killen/Fox Luggage Warehouse Project IS/MND | Industry CA
- » River Crossing Market Place Specific Plan EIR | Redding CA
- » De Anza Revitalization Plan | San Diego CA
- » Fiesta Island/Mission Bay Park Master Plan | San Diego CA
- » Residential Care Facility Specific Plan IS/EIR | Solana Beach CA
- » Temple City General Plan Update EIR | Temple City CA
- » West Carson TOD Specific Plan and EIR | County of Los Angeles CA
- » Connect Southwest LA Specific Plan and EIR | County of Los Angeles CA
- » Orange County Civic Center Facilities Strategic Plan | Santa Ana CA
- » County of Riverside 5th Cycle Housing Element and EIR | Riverside CA
- » City of Palm Desert General Plan and EIR | Palm Desert CA
- » Waterman Gardens Specific Plan Program EIR | San Bernardino CA
- » La Costa Meadows Elementary School Reconstruction Project | San Marcos CA
- » University of California, San Diego Online CEQA Training Courses | San Diego CA
- » WRCOG Member Jurisdiction Development Agreement Reconciliation | Riverside CA

STAFF SERVICES

- » On-Call Staff Services | Wildomar CA
- » On-Call Environmental Staff Services | Eastvale CA
- » County of Riverside Transportation and Land Management Agency On-Call Planning Services | Riverside CA

EDUCATION

- » BA, Political Science, California State University, Stanislaus

CERTIFICATIONS

- » American Institute of Certified Planners #019631

AFFILIATIONS

- » American Planning Association

Team member since 2016

MARK TEAGUE

Associate Principal
mteague@placeworks.com

PRIOR EXPERIENCE

- » Boulevard Fire Station IS/MND | San Diego CA
- » Bandini Industrial Project EIR | Bell CA
- » Walmart EIR | Santee CA
- » Bell Commerce Center EIR | Bell CA
- » Community Plan Continuum | San Bernardino County CA
- » Design Guidelines | Mount Shasta CA
- » Development Code Update and Addendum | Rancho Cucamonga CA
- » Enlo Medical Center Expansion EIR | Chico CA
- » General Plan Update and EIR | Calimesa CA
- » General Plan Update and EIR | Eastvale CA
- » Goodman Commerce Center EIR | Eastvale CA
- » Housing Element Addendum | Chino CA
- » Housing Element Addendum | Twentynine Palms CA
- » Housing Element EIR | Riverside County CA
- » La Cienega Elementary School EIR | Los Angeles Unified School District
- » Lakeland Village IS/MND | Riverside County CA
- » Oak Creek Canyon EIR | Wildomar CA
- » Rancho Palma EIR | San Bernardino CA
- » San Gabriel Valley Climate Change Outreach | Southern California Edison
- » Zoning Code Update | Mount Shasta CA
- » General Plan Update | Mount Shasta CA
- » Mountaingate at Shasta Lake EIR | Shasta Lake CA
- » Nestle Water Bottling Plant EIR | McCloud CA
- » Vineyards at Anderson Specific Plan EIR | Anderson CA
- » Walmart EIR | Ceres CA
- » On-Call Staff Services | Wildomar CA
- » On-Call Environmental Staff Services | Eastvale CA

SPEAKING ENGAGEMENTS

- » "Planning Fun-Da-Mentals" | 2016 League of California Cities Planning Commissioners Academy | San Ramon, CA
- » "Design Adds Value" | 2016 League of California Cities Planning Commissioners Academy | San Ramon, CA
- » CEQA Training | July/August 2016 | Imperial County, CA
- » "How to Read an EIR" | 2015 League of California Cities Planning Commissioners Academy | Newport Beach, CA
- » "Design Guidelines vs. Standards" | 2015 League of California Cities Planning Commissioners Academy | Newport Beach CA



WILLIAM HALLIGAN, Esq.

Principal, Environmental Services

In over 25 years of both public and private sector planning experience, Bill has prepared environmental documents for a diverse range of projects, including small-scale residential and large planned communities, high-rise commercial office, industrial, and mixed use. Specific key projects include the The Ontario Plan EIR, Anaheim General Plan and Zoning Code Update, General Plan Amendment and Zone Change EIR for the Northern Sphere Area in Irvine, and the LA County General Plan Update EIR. In addition, Bill was involved in extensive discussions and negotiations with the State Attorney General's office regarding the analysis of greenhouse gas emissions in project EIRs.

Bill earned a Juris Doctor degree specializing in environmental and land use law from the Chapman University School of Law. He is an active member of the American Bar Association and the Orange County Bar Association, and served as Chapter President of the Orange County Chapter of the Association of Environmental Professionals (AEP). He is a frequent guest lecturer on the California Environmental Quality Act (CEQA) and associated case law for AEP's CEQA Workshop Series, UC Irvine's Graduate School of Management Program, UC Riverside, and Cal Poly, Pomona. In addition to CEQA documentation, Bill also provides third-party review for legal adequacy of EIRs prepared by other consultants. His diverse background provides him with a unique understanding of planning and zoning law, CEQA, and the National Environmental Policy Act (NEPA).

As a member (and former chair) of AEP's Legislative Review Committee, Bill works directly with AEP's lobbyist and the State Legislature on proposed legislation related to CEQA. The committee provides analysis, prepares comment letters, and conducts direct lobbying on legislative bills relating to CEQA. This includes meetings with Sacramento legislators and staff, major regulatory officials, and the Governor's Office of Planning and Research. He recently taught a "CEQA Basics" class at the capitol for legislators and staffers.

With Bill's input, environmental documents prepared by PlaceWorks can continually withstand legal challenge.

HIGHLIGHTS OF EXPERIENCE

GENERAL PLAN EIRs

Bill has overseen and/or managed general plan EIRs for:

- » Anaheim
- » Downey
- » El Monte
- » La Habra
- » Ontario
- » Palm Springs
- » San Bernardino
- » Torrance
- » Los Angeles County
- » San Bernardino County

CEQA ENVIRONMENTAL SERVICES

- » Antelope Valley Area Plan EIR | Los Angeles County CA
- » Anaheim Canyon Specific Plan EIR | Anaheim CA
- » Plaza Hotel EIR Addenda | Anaheim CA
- » Honda Center EIR | Anaheim CA

EDUCATION

- » JD, Chapman University School of Law (Special Emphasis: Environmental, Land Use and Real Estate Law)
- » BA, Social Ecology, University of California, Irvine (Special Emphasis: Environmental Analysis and Design)

REGISTRATIONS

- » State Bar of California No. 213680

AFFILIATIONS

- » Association of Environmental Professionals, Legislative Review Committee
- » American Bar Association
- » Orange County Bar Association

Team member since 2004



WILLIAM HALLIGAN

Principal

whalligan@placeworks.com

- » Beach Boulevard Corridor Specific Plan EIR | Anaheim CA
- » Anabella Hotel EIR Addendum | Anaheim CA
- » The Platinum Triangle Subsequent EIR | Anaheim CA
- » A-Town Metro EIR Addendum | Anaheim CA
- » Olson Company Housing Opportunities SEIR | Anaheim CA
- » AERA Master Planned Community EIR | Diamond Bar CA
- » Hampton Inn & Suites Specific Plan and IS/MND | Claremont CA
- » NFL Stadium CEQA Review | Industry CA
- » Orange County Great Park EIR Addendums, Third-Party Review, and Tree Permit | Orange County CA
- » Irvine Technology Center/Greenlaw Partners Project EIR | Irvine CA
- » Great Park Neighborhoods Supplemental EIR | Irvine CA
- » Irvine Business Complex Program EIR | Irvine CA
- » Gene Autry Experience EIR | Anaheim CA
- » Vila Borba Program EIR | Chino Hills CA
- » UC Irvine Cal (IT)2 Research Facility Tiered IS/MND | Irvine CA
- » Shell Master Planned Community EIR | Yorba Linda CA
- » Yorba Linda Town Center EIR | Yorba Linda CA
- » The Westfield Shoppingtown Expansion EIR | Arcadia CA
- » Corona and Valley View Street Extensions EIR | Norco CA
- » Messiah Lutheran Church Expansion | Yorba Linda CA
- » Adventure City Specific Plan MND | Stanton CA
- » Bake Parkway/Marine Way Realignment Addendum | Irvine CA
- » Orange Coast Memorial Hospital EIR | Fountain Valley CA
- » Los Caballeros Sports Club MND | Fountain Valley CA

THIRD-PARTY CEQA/NEPA REVIEW

- » Foothill South Supplemental EIR | San Clemente CA
- » Ridgeline Equestrian Estates | Orange CA
- » Stadium Lofts MND | Anaheim CA
- » Canyon Hills Manor Wedding Chapel EIR | Anaheim CA
- » Stonegate EIR | Anaheim CA
- » Excelaron Oil Conditional Use Permit Draft EIR | San Luis Obispo County CA
- » Wilshire Specific Plan and EIR | Los Angeles CA
- » Mountain Park Specific Plan Amendment EIR | Anaheim CA
- » CenterLine Light Rail EIR/EIS | Santa Ana CA
- » The Ranch Plan Program EIR | Rancho Mission Viejo CA
- » Spectrum Housing EIR Addendum | Irvine CA
- » Audie Murphy Ranch Specific Plan EIR | Anaheim CA
- » Birch Hills Specific Plan EIR | Brea CA
- » Lake Forest Opportunity Areas | Lake Forest CA

SPEAKING ENGAGEMENTS

- » CEQA Basics and Legislative Update | California State Legislature | Sacramento CA
- » CEQA Basics Training | Southern California Planning Commissioners, OC Public Works, City of Irvine, Orange County Building Industry Association
- » CEQA Advanced Workshop | Chapman University School of Law | Orange CA
- » Basic and Advanced CEQA Training Workshops | AEP Annual Training | Various Locations
- » Guest Lecturer | University of California, Irvine, Graduate School of Management; UC Riverside; and Cal Poly, Pomona
- » “Defensible—Not Gold Plated: Preparing Cost-Effective, Comprehensive, and Meaningful EIRs” | 2009 AEP CA State Conference | San Francisco CA
- » “CEQA Basics” | 2009 ULI Young Leaders Workshop | Costa Mesa CA
- » “Environmental Protection or Smart Growth? Conflicts between Infill Development and Local Environmental Regulation” | 2006 AEP CA State Conference | Newport Beach CA



NICOLE MORSE, Esq.

Associate Principal

Nicole has nearly 20 years of environmental planning experience. With her background as both an attorney and a planner, she thoroughly understands planning and zoning law, the California Environmental Quality Act (CEQA), SB 743, the California Global Warming Solutions Act of 2006 (AB 32), and the Sustainable Communities and Climate Protection Act of 2008 (SB 375). Nicole manages and coordinates environmental documents to withstand legal scrutiny. She reviews EIRs, negative declarations, and various technical reports for compliance with CEQA, NEPA, the Endangered Species Act (ESA), and various other regulatory requirements. She also conducts third-party review and litigation support for controversial projects.

Nicole has a broad spectrum of experience for public- and private-sector clients. She has prepared and managed environmental and planning documents for transit oriented development (TOD) projects, downtown and corridor redevelopment programs, urban infill (residential, mixed-use and high-rise), master planned communities, and general plans. For over 10 years, Nicole provided CEQA and ESA policy guidance as a representative on AEP's Legislative Review Committee—including on CEQA reform efforts, streamlining, and SB 743. She also speaks regularly on CEQA and related case law.

HIGHLIGHTS OF EXPERIENCE

CEQA DOCUMENTATION

- » General Plan EIRs | Pasadena, San Clemente, Westminster, Temple City, La Habra, CA
- » Southeast Area Specific Plan (SEASP) and Local Coastal Plan Amendment EIR | Long Beach CA
- » Lincoln Avenue Specific Plan EIR | Pasadena CA
- » Crown City Medical Center EIR | Pasadena CA
- » Hotel Capistrano Addendum | San Juan Capistrano CA
- » San Juan Hotel and Villas MND | San Juan Capistrano CA
- » Tustin Legacy Specific Plan SEIR | Tustin CA
- » Valley Boulevard Corridor Specific Plan EIR | San Bernardino County CA
- » Harbor Boulevard Mixed Use Transit Corridor Plan | Santa Ana CA
- » Addendum to the San Bernardino General Plan Update and Associated Specific Plans EIR (Transit Overlay District, Development Standards and Design Guidelines for Transit Stations) | San Bernardino CA
- » Ocean Outlets Maintenance Manual MND | Orange County CA
- » Del Amo Fashion Center Expansion Addendum | Torrance CA
- » Covington Homes: Addendum to the Yorba Linda 2008-2014 Housing Element and Implementation Programs EIR | Yorba Linda CA
- » Lakeview Apartments: Addendum to the Yorba Linda 2008-2014 Housing Element and Implementation Programs EIR | Yorba Linda CA

THIRD-PARTY REVIEW & LITIGATION SUPPORT

- » Addendum to the Hollywood Park Redevelopment Project EIR | Inglewood CA
- » First Nandina Logistics Center EIR | Moreno Valley CA
- » World Logistics Center EIR (on behalf of MVUSD) | Moreno Valley CA
- » Litigation Support for Eastridge Shopping Center, LLC | San Jose CA
- » Church of the Woods Final EIR | San Bernardino County CA

EDUCATION

- » JD, Business Law, Whittier Law School, Costa Mesa
- » BS, Applied Ecology, University of California, Irvine

REGISTRATIONS

- » State Bar of California No. 262013

AFFILIATIONS

- » Association of Environmental Professionals (AEP)

Team member since 2011



- » Planning Area 33 (Lots 105 and 107/108) General Plan Amendment and Zone Change | Irvine CA
- » Rio Santiago Project EIR | Orange CA

PRIOR EXPERIENCE

- » Historic Town Center Master Plan EIR | San Juan Capistrano CA
- » Northern Sphere Area EIR | Irvine CA
- » Planning Area 40/12 EIR | Irvine CA (EIR upheld in *Defend the Bay v. City of Irvine* (2004) 119 Cal.App.4th 1261)
- » Friends Christian High School EIR | Yorba Linda CA
- » Irvine Business Complex EIRs and Addendums (Kilroy, 2802 Kelvin, Central Park, The Plaza, Campus Center Apartments) | Irvine CA
- » Westside Lofts MND | Costa Mesa CA
- » Planning Area 17 (Quail Hill) EIR | Irvine CA
- » Friends Christian High School EIR | Yorba Linda CA
- » Culver Drive Realignment EA/MND | Irvine CA
- » California Institute for Telecommunications and Information Technology Cal Research Facility IS/MND (UCI) | Irvine CA

TEACHING

- » “Legal Challenges: Working with your Attorney” | Guest speaker, Environmental, Health & Safety Clearance for School Facilities course, UC Riverside Extension | 2014
- » “CEQA Basics” | Guest speaker, UC Irvine Extension | 2010

SPEAKING ENGAGEMENTS

- » “Bursting into Tiers: Getting the Most out of General Plan EIRs” | 2014 AEP CA State Conference | Huntington Beach, California
- » CEQA Basics and Legislative Update | California State Legislature | Sacramento CA
- » “Updates and Challenges to CEQA” | 2013 CASH Workshop: Charting the Legal Course: Navigating Potential Pitfalls for Your Local Bond Program | Costa Mesa CA
- » “Nuts & Bolts Panel: Cultural Resources Assessments in California” | 2012 OCAEP Luncheon | Tustin CA

LEADERSHIP AND COMMUNITY

- » OC Chapter Representative, AEP Legislative Committee | 2003–2013
- » Executive Vice President and Newsletter Editor | AEP Orange County Chapter | 2000–2003

NICOLE MORSE
Associate Principal
nmorse@placeworks.com



ALICE HOUSEWORTH, AICP, LEED AP

Senior Associate

Alice's focus on CEQA and NEPA compliance spans over 15 years and covers a variety of public and private sector projects. Her clear understanding and solid working knowledge of the environmental regulatory process and principles have been broadened by the complex and challenging projects she has managed. She has been responsible for document preparation and processing for projects involving transit, water facilities, coastal access, commercial, residential, shipping and ports, hillside development, large-scale mixed use, infrastructure (roads, railways), and schools. Her thorough, intelligible documents reflect her eye for consistency and detail and her commitment to quality. Alice also provides third-party review of EIRs prepared by other consultants.

A highly respected project manager, Alice directs the preparation of multidisciplinary environmental studies and analyses. She has prepared CEQA documents for development projects in the counties of Kern, Los Angeles, Riverside, San Bernardino, San Diego, and Orange, from a specific plan for a 7,110-acre planning area to a 14-unit condominium project. Alice has also completed nearly 60 environmental documents for new and expanded schools in 16 school districts.

HIGHLIGHTS OF EXPERIENCE

CEQA ENVIRONMENTAL SERVICES

- » 1802 Santa Monica Boulevard Mixed Use Project EIR | Santa Monica CA
- » Menifee General Plan EIR | Menifee CA
- » Orange Coast Memorial Medical Center EIR | Fountain Valley CA
- » Harvest Landing Specific Plan EIR | Perris CA
- » Little Saigon- Moran Street Specific Plan EIR | Westminster CA
- » Eastside Christian Church MND | Anaheim CA
- » East Orange General Plan and Santiago Hills II EIR | Orange CA
- » Brea Highlands Specific Plan EIR | Brea CA
- » Yorba Linda Friends Church Expansion EIR | Yorba Linda CA
- » Los Angeles Equestrian Center Events MND | Los Angeles CA
- » Frazier Park Estates EIR | Los Angeles and Kern Counties CA
- » Gosford Village EIR | Bakersfield CA
- » CenterLine Light Rail SDEIS/RDEIR and FEIS/EIR, Orange County Transportation Authority | Orange County CA
- » Bridge-to-Breakwater EIR, Port of Los Angeles | Los Angeles (San Pedro) CA
- » Port Police Headquarters, Maritime Studies Center, and Charter School EIR, Port of Los Angeles | Los Angeles (San Pedro) CA
- » Carbon-La Costa Beach Accessway MND, California State Coastal Conservancy | Malibu CA
- » Menifee 2013-2021 Housing Element EIR Addendum | Menifee CA
- » Cabrillo Way Marina Development Recirculated Supplemental EIR, Port of Los Angeles | Los Angeles (San Pedro) CA
- » Berth 240Y and 262 Auto Terminal Relocation MND, Port of Los Angeles | Los Angeles (San Pedro) CA
- » Fisherman's Village (Berths 87-90) Redevelopment MND, Port of Los Angeles | Los Angeles (San Pedro) CA

EDUCATION

- » BS, Urban & Regional Planning, California State Polytechnic University, Pomona
- » Certificate in Watershed Management, Chapman University
- » Certificate in Educational Facilities Planning, University of California, Riverside

CERTIFICATIONS

- » American Institute of Certified Planners
- » Leadership in Energy and Environmental Design (LEED®) Accredited Professional, US Green Building Council

AFFILIATIONS

- » American Planning Association
- » Association of Environmental Professionals, former Administrative Vice President
- » US Green Building Council, Orange County Chapter

Team member since 2005



ALICE HOUSEWORTH
Senior Associate
ahouseworth@placeworks.com

- » Malibu Road Beach Accessway MND, California State Coastal Conservancy | Malibu CA
- » Walnut Grove Specific Plan MND | Walnut CA
- » Moran/Bishop Senior Housing Complex (Saigon Villas) MND and Recirculated MND | Westminster CA
- » Lemongrass Residential Development MND | Fountain Valley CA
- » Summerstone Villas Residential Development MND | Fountain Valley CA
- » Habitat for Humanity Housing Development MND | Westminster CA
- » CenterStone at Towncenter Subdivision MND | Westminster CA
- » Snow Creek Village Specific Plan MND | Walnut CA
- » 45-Lot Jao Property Subdivision MND | Westminster CA
- » Planning Area 27 Zone Change and Master Plan EIR | Irvine CA
- » Occidental College MND & EA/FONSI | Los Angeles (Eagle Rock) CA
- » F3 Milestone for the Rio Salado Oeste and Va Shly'ay Akimel EIS, US Army Corps of Engineers | Phoenix AZ

NEPA COMPLIANCE

- » Occidental College MND & EA/FONSI | Eagle Rock CA
- » CenterLine Light Rail SDEIS/RDEIR and FEIS/EIR, Orange County Transportation Authority | Orange County CA
- » F3 Milestone for the Rio Salado Oeste and Va Shly'ay Akimel EIS, US Army Corps of Engineers | Phoenix AZ

INFRASTRUCTURE

- » Fairhaven/Lincoln and Santa Clara/ Lincoln Intersection Modifications-Supplement to the Santa Ana Second Main Track EIR | Santa Ana CA
- » Assessment District No. 161-Murrieta Hot Springs Road Extension MND, Riverside County Transportation and Land Management Agency | Murrieta CA
- » Robert B. Diemer Filtration Plant Improvements EIR, Metropolitan Water District of Southern California | Yorba Linda CA
- » El Chimisal Reservoir No. 3 MND, Rancho California Water District | Temecula CA
- » East Garden Grove-Wintersburg Flood Control Improvement EIR, OC Public Works | Orange County CA
- » Palos Verdes Road East / Bronco Drive Storm Drain Improvement Project MND | Rancho Palos Verdes CA
- » Hollywood Water Quality Improvement Project EIR, County of Los Angeles | Los Angeles CA

TECHNICAL STUDIES

- » South Region High School No. 8 Athletic Field Lighting Study | Los Angeles USD
- » Troy High School Parking Study | Fullerton Joint Union High School District
- » Pier 400 Maersk Sealand Shipping Gantry Cranes Visual Analysis Report, Port of Los Angeles | San Pedro CA
- » Evergreen Shipping Gantry Cranes Visual Analysis Report, Port of Los Angeles | San Pedro CA
- » Mammoth Orange Business Viability Study, California Department of Transportation District 6 | Madera County (Fairmead) CA

THIRD PARTY REVIEW

- » Ponte Vista DEIR Third-Party Review | Los Angeles USD
- » Wilshire Grand Redevelopment Project DEIR | Los Angeles CA

SCHOOL FACILITIES PLANNING

- » Environmental documentation for over 60 schools in 15 school districts

SPEAKING ENGAGEMENTS

- » "Green Teams and Garden Gnomes" | 2016 C.A.S.H. Conference | Sacramento CA



JORGE ESTRADA

Senior Associate

Jorge is an exceptionally diverse planner with a reputation for quality work and client satisfaction, experience with project management, and facility with both environmental and community planning and design. At PlaceWorks, Jorge focuses mostly on work for the Environmental team, but also spends a portion of his time on work for the Community Planning & Design team, demonstrating a breadth of perspective that is an asset to both. In addition to preparing and managing environmental documents and specific plans, Jorge also provides entitlement services for the public and private sectors. Jorge also provides in-house Spanish translations for an array of environmental and planning-related documents and materials. His confidence, high energy, and experience make him an invaluable team member and builder. A natural communicator, he is in demand for his client service skills.

HIGHLIGHTS OF EXPERIENCE

URBAN/COMPREHENSIVE PLANNING

- » Desert Hot Springs Specific Plan | Desert Hot Springs CA
- » Specific Plan No. 12 (Hampton Inn & Suites) | Claremont CA
- » Temple City General Plan Update Technical Background Report | Temple City CA
- » Centennial Specific Plan Green Program | Los Angeles County CA
- » Eastvale Specific Plan Parking Analysis | Eastvale CA
- » Sierra Madre GP Update Technical Background Report | Sierra Madre CA
- » Ravenswood/4 Corners TOD Specific Plan | East Palo Alto CA
- » Renaissance Specific Plan | Rialto CA
- » Oak Springs Ranch Specific Plan | Wildomar CA
- » Third-Party Land Use Consistency Analysis for Meridian Mountain Specific Plan EIR | San Diego County CA
- » University Heights Specific Plan | San Marcos CA
- » Ferber Ranch Specific Plan Amendment | Orange County CA
- » Garrett Ranch Specific Plan | Wildomar CA
- » Westminster Zoning Code Update | Westminster CA

CEQA ENVIRONMENTAL SERVICES

- » General Plan EIRs for: the cities of Temple City, Sierra Madre, Industry, Los Alamitos, San Clemente, Yucca Valley, and Clovis | Various Cities CA
- » City Plaza Apartments and Hotel EIR Addendum | Orange CA
- » Specific Plan No. 12 (Hampton Inn & Suites) MND | Claremont CA
- » Hyatt Regency Expansion EIR | Newport Beach CA
- » San Juan Hotel and Villas EIR | San Juan Capistrano CA
- » Chapman Apartments MND | Orange CA
- » City Parkway Apartments MND | Orange CA
- » Temple City Crossroads Specific Plan EIR | Temple City CA
- » City of Hope Campus Specific Plan EIR | Duarte CA
- » Midtown Specific Plan EIR | Long Beach CA
- » Yorba Linda Gardens Residential Project MND | Yorba Linda CA
- » San Juan Hills High School Campus Improvements MND | San Juan Capistrano CA
- » San Clemente High School Campus Improvements MND | San Clemente CA

EDUCATION

- » BS, Urban & Regional Planning, California Polytechnic State University, Pomona
- » Certificate in Engineering/ Architectural AutoCAD, California State University, Long Beach

AFFILIATIONS

- » American Planning Association

Team member since 2005

JORGE ESTRADA
 Senior Associate
 jestrada@placeworks.com

- » Wow Media Inc. Billboard Agreement MND | Inglewood CA
- » Westside Gateway MND | Costa Mesa CA
- » Specific Plan No. 3 MND | Walnut CA
- » ETCO Homes' Lakeview Apartments EIR | Yorba Linda CA
- » The Olson Company Townhomes on Washington Avenue MND | Orange CA
- » Covington Townhomes EIR Addendum | Yorba Linda CA
- » CollegeTown Specific Plan EIR | Fullerton CA
- » Uptown Newport EIR | Newport Beach CA
- » Harbor Corridor Specific Plan EIR | Santa Ana CA
- » Magnolia Residential Project EIR | Upland CA
- » Cash 4 Cans + Recycling Center CEQA Exemption | Westminster CA
- » San Bernardino TOD Overlay District EIR Addendum | San Bernardino CA
- » Industry Housing Element ND | Industry CA
- » Valley Boulevard Widening MND | Industry CA
- » Wenzlaff Elementary School Conversion MND | Desert Hot Springs CA
- » Meridian Specific Plan MND | Claremont CA
- » Serrano I and II Residential Project MND | Claremont CA
- » City Ventures Residential Project MND | Claremont CA
- » Western Christian Schools Campus Improvements MND | Claremont CA
- » Taylor Morrison Residential Project MND Addendum | Claremont CA
- » Olson Company Residential Project MND | Claremont CA
- » Frontier Enterprises, The Colony EIR Addendum | San Bernardino CA
- » Baldwin Park Industrial MND | Industry CA
- » Oakbrook Village EIR Addendum | Laguna Hills CA
- » Courts at Monte Vista MND Addendum | Claremont CA
- » Ravenswood/4 Corners TOD Specific Plan EIR | East Palo Alto CA
- » Police and Public Works Facilities EIR | San Gabriel CA
- » Irvine CEQA Guidelines | Irvine CA
- » Great Park Neighborhoods Supplemental EIR | Irvine CA
- » Section 19 Specific Plan EIR | Rancho Mirage CA

ENTITLEMENT SERVICES

- » Christ Cathedral Framework Plan and Entitlements | Garden Grove CA
- » Temecula Valley Charter School Public Use Permit | Winchester CA
- » Third-Party Review of Recyclable Content Construction Materials Documentation for Various Development Projects in the Irvine Business Complex | Irvine CA
- » Glenarm Power Plant Repowering Project CUP and Variance | Pasadena CA
- » Stanton Homes Eastvale Residential Project GPA and Zone Change | Eastvale CA
- » Earl Scheib Paint and Body CUP | Canoga Park CA
- » CNG Bus Fueling Facility CUP | Capistrano USD
- » Coast Line Beauty College Variance | Fountain Valley CA
- » South Coast Collection Sign Program | Costa Mesa CA
- » Lyon Homes Residential Master Plan and Tract Map | Irvine CA
- » Stanton Plaza Specific Plan Phase II | Stanton CA



ELIZABETH KIM

Senior Associate

With more than 15 years of professional experience, Elizabeth has steadily developed her skills in environmental analysis, policy analysis, and municipal planning. Her position as a planning intern for the City of Glendale gave Elizabeth a hands-on knowledge of land use regulations and municipal policy implementation. She has worked extensively with school districts, managing environmental documentation and constraints mapping. Her responsibilities also include research, analysis, and report preparation for a variety of environmental and public policy efforts.

At PlaceWorks, Elizabeth worked on the Platinum Triangle Subsequent EIR for the City of Anaheim, a mixed-use project that required compliance with previously adopted documents and the integration of many technical studies into a consistent, easy-to-read public document. She assisted the Imperial Unified School District, which was dealing with new growth and development, to understand urban planning concepts and the environmental review process, and compiled information for a constraints map showing various environmental, health, and safety concerns. As project manager for an early education center and child development center, she navigated successfully through community opposition and frequent project changes.

HIGHLIGHTS OF EXPERIENCE

CEQA ENVIRONMENTAL SERVICES

- » Anaheim Canyon Specific Plan EIR | Anaheim CA
- » The Platinum Triangle Subsequent EIR | Anaheim CA
- » The Gene Autry Experience EIR | Anaheim CA
- » A-Town Stadium and Orangewood Condominium Project | Anaheim CA
- » Amendment to The Platinum Triangle Master Land Use Plan EIR | Anaheim CA
- » Southeast Urban Center | Clovis CA
- » Hemet Stock Farm Specific Plan EIR | Hemet CA
- » Patriotic Hall Rehabilitation EIR | Los Angeles County CA
- » Town Center EIR | Yorba Linda CA
- » Olson Company Residential Projects | Westminster CA
- » Vortex Specific Plan & EIR | Desert Hot Springs CA
- » Continental Marketing Services Industrial Warehouses | Industry CA
- » Harrison Avenue Business Park | Industry CA
- » Valley Boulevard Improvements | Industry CA
- » Liu Company Warehouse Additions | Industry CA
- » Valley/7th Avenue Widening | Industry CA
- » Sign Ordinance Amendment | Industry CA
- » 2nd Street & E Street Mixed Use Project EIR | San Bernardino CA
- » Seashore Village | Newport Beach CA
- » Kaiser Permanente Noise Assessment | Ontario CA
- » Lewis Retail Centers | Pomona CA

SCHOOL FACILITIES PLANNING

- » Fontana High School No. 4 EIR | Fontana USD
- » Lincoln II South Elementary School EIR | San Bernardino City USD
- » New High School EIR | Placentia-Yorba Linda USD

EDUCATION

- » Master of Urban & Regional Planning, University of California, Irvine
- » BA, Environmental Analysis & Design, University of California, Irvine

AFFILIATIONS

- » Association of Environmental Professionals

Team member since 1999

- » Review of Port of Los Angeles Southern California International Gateway EIR for school-related issues | Long Beach USD
- » Constraints Mapping and School Master Plan | Imperial USD
- » Colton High School Modernization & Improvement Mitigated Negative Declaration (MND) | Colton Joint USD
- » Elementary School No. 26 MND | Moreno Valley USD
- » La Jolla Elementary School MND | Moreno Valley USD
- » Education Center Conversion | Pomona USD
- » High School No. 4 MND | Alvord USD
- » Middle School No. 5 MND | Colton Joint USD
- » Temecula Valley High School Modernization & Improvement MND | Temecula Valley USD
- » New Gratts Primary Center & Early Childhood Education Center MND | Los Angeles USD
- » Fontana Elementary School No. 31 MND | Fontana USD
- » New K–8 School in the Lake Hills Development MND | Alvord USD
- » Quinta De Lago Elementary School MND | Temecula Valley USD
- » Long Beach Airport Terminal Improvement Project | Long Beach USD
- » Yorba Linda High School EIR | Placentia-Yorba Linda USD
- » K–8 School at Brea Sports Park | Brea-Olinda USD
- » High School No. 5 EIR and Rail Risk Study | Fontana USD



ELIZABETH KIM
Senior Associate
ekim@placeworks.com



MICHAEL MILROY

Associate

Michael is known for his versatility and his in-depth understanding of environmental and planning issues. He is particularly knowledgeable about issues surrounding biological resources and is an important contributor to many of our projects. Michael provides effective, to-the-point analyses—both as project manager for mitigated negative declarations and negative declarations and as a team member for numerous EIRs. His projects cover a wide range, from large mixed-use projects to schools to residential, commercial, and industrial projects. Michael was involved with The Ontario Plan EIR, the City of Torrance General Plan EIR, and the Los Angeles County General Plan EIR.

HIGHLIGHTS OF EXPERIENCE

CEQA ENVIRONMENTAL SERVICES

- » Westminster 2006–2014 Housing Element IS/ND | Westminster CA
- » Garrett Ranch Specific Plan EIR | Hemet CA
- » Puente Hills Intermodal Facility EIR | Industry CA
- » Village Green Specific Plan EIR | Santa Ana CA
- » Harvest Landing Specific Plan EIR | Perris CA
- » Orange Coast Memorial Medical Center EIR | Fountain Valley CA
- » Greenspot Village & Marketplace Specific Plan EIR | Highland CA
- » Harry Sheppard Residential Project MND | San Bernardino CA
- » Los Altos Foods MND | Industry CA
- » FedEx Diesel Fuel Facility ND | Industry CA
- » Section 19 Specific Plan IS | Rancho Mirage CA
- » Bethsaida Senior Living Project | Tustin CA
- » Hemet Stock Farm Specific Plan EIR | Hemet CA
- » 6722 Rugby Avenue IS/MND | Huntington Park CA
- » 16901 Jamboree Residential Project EIR | Irvine CA
- » Great Park Supplemental EIR | Irvine CA
- » Irvine Technology Center/Greenlaw Partners EIR | Irvine CA
- » 109th Street Pool & Bathhouse Replacement EIR | Los Angeles CA

GENERAL PLAN EIRS

- » Torrance General Plan Update EIR | Torrance CA
- » Los Angeles County General Plan Update EIR | Los Angeles County CA
- » Ontario General Plan Update EIR | Ontario CA
- » El Monte General Plan & Zoning Code Update EIR | El Monte CA

SCHOOL FACILITIES PLANNING

- » South Region High School No. 14 EIR | Los Angeles USD
- » Valley Region Elementary School No. 10 EIR | Los Angeles USD
- » New 7–12 School | Coachella Valley USD
- » High School No. 5 EIR | Moreno Valley USD
- » Elementary School No. 24 and Middle School No. 7 EIR | Moreno Valley USD
- » Arcadia High School Modernization IS | Arcadia USD
- » Exemption review for multiple schools | Arcadia USD
- » Feasibility Study for New High School on Midway Drive | Escondido Union High School District

EDUCATION

- » MS, Interdisciplinary Studies/ Neuroscience, California State University, Long Beach
- » BS, Biological Science, California State University, Long Beach
- » Certificate in Environmental Management, University of California, Irvine

AFFILIATIONS

- » Association of Environmental Professionals

Team member since 2006



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RYAN POTTER, AICP

Associate

Ryan has a talent for understanding the complexity of a project or community and responding to that complexity with a multidisciplinary approach and an eye for detail. He performs a variety of tasks that revolve around ensuring that the environmental team's work is internally consistent and sensitive to external factors. Ryan draws from a diverse background that includes performing code compliance activities for municipal governments, designing urban infill and mixed use developments, and writing design guidelines for master-planned communities. This background has informed Ryan's work at PlaceWorks, where he has assisted with CEQA documents for major sporting facilities and specific plans in Southern California.

Ryan's greatest strength is his understanding of the relationship between regulation and project design. His skills related to AutoCAD, Adobe Suite software, hand-sketching, research, technical writing, and reading architectural plans make him a well-rounded member of the environmental team and allow him to be responsive to the special needs of clients.

HIGHLIGHTS OF EXPERIENCE

ENVIRONMENTAL PLANNING

- » Los Angeles County General Plan Update EIR | Los Angeles County CA
- » Antelope Valley Program EIR | Los Angeles County CA
- » CollegeTown Specific Plan EIR | Fullerton CA
- » Heritage Fields Supplemental EIR | Irvine CA
- » Honda Center Enhancement Project EIR | Anaheim CA
- » La Habra General Plan Update EIR | La Habra CA
- » Lincoln Avenue Specific Plan EIR | Pasadena CA
- » Pasadena General Plan Update EIR | Pasadena CA
- » San Clemente General Plan EIR | San Clemente CA
- » San Juan Hotel & Villas MND | San Juan Capistrano CA
- » Yucca Valley General Plan Update EIR | Yucca Valley CA

COMMUNITY PLANNING

- » Base Line Corridor VMT to BRT, SCAG Compass Blueprint Demonstration Project | Highland CA
- » Sierra Madre Technical Background Report | Sierra Madre CA
- » Yucca Valley Community Profile | Yucca Valley CA

DESIGN

- » WRCOG Subregional Sustainability Plan Framework | Riverside County CA

SPEAKING ENGAGEMENTS

- » "Avoiding the Unequal Burdens of the Past: The Future Role of Environmental Justice in CEQA" (Moderator) | 2018 State AEP Conference, Rancho Mirage, CA
- » "Bolstering Legal Defensibility: Case Law and Common Vulnerabilities to Challenges" (Online Course Guest Lecturer) | UC San Diego Extension, 2017
- » CEQA Essentials Workshop | Orange County AEP, 2014

EDUCATION

- » Master of Urban and Regional Planning, University of California, Irvine
- » BS, City and Regional Planning, California Polytechnic State University, San Luis Obispo

CERTIFICATIONS

- » American Institute of Certified Planners

AFFILIATIONS

- » American Planning Association
- » Association of Environmental Professionals

Team member since 2011



AWARDS

- » 2011 Hagman Scholar, UCLA Extension | 2011 Land Use Law and Planning Conference
- » 2011 Outstanding Professional Report, Department of Planning, Policy, and Design, UC Irvine
- » 2006 Outstanding Academic Award (project contributor and submission organizer), APACA | Templeton 2030 Community Plan and Downtown Vision
- » 2005 Service to Department Award, City and Regional Planning, Cal Poly San Luis Obispo

ACTIVITIES

- » Student Representative, APACA Orange County Section Board of Directors | 2010
- » President, Cal Poly Associated Students in Planning, Cal Poly San Luis Obispo | 2004 to 2005

LEADERSHIP AND COMMUNITY

- » Board Member, AEP Orange County, 2012 to 2016
- » Co-editor, Bank of America Low Income Housing Challenge, UC Irvine Submission, 2011
- » Conference Committee Member, 2014 State AEP Conference



RYAN POTTER

Associate

rpotter@placeworks.com



MICHAEL PAUL

Project Planner

Michael's passion and experience in working with the built environment, urban design, policy, and sustainability give him a solid foundation for environmental impact analysis and planning. Additionally, his enthusiasm for civic engagement makes him an effective liaison with the public. He also has experience with a variety of graphic tools—such as AutoCAD, SketchUp, GIS, and the Adobe Creative Suite—and produces sharp project graphics. He relies on a diverse background of community outreach, urban design, policy-making, and environmental analysis, which have shaped his writing and research ability. His skill set and passion to pursue the vision of PlaceWorks make him a valuable asset to both the environmental and planning teams.

HIGHLIGHTS OF EXPERIENCE

- » North School Reconstruction EIR | Hermosa Beach CA
- » Skyline Elementary School Reconstruction Project MND | Solana Beach CA
- » Solana Beach Child Development Center and District Office Exemption and Coastal Development Permit | Solana Beach CA
- » Building A Replacement Project Exemption and Coastal Development Permit | Solana Beach CA
- » La Costa Meadows Elementary School Reconstruction Project MND | Carlsbad CA
- » San Diego County Office of Education Solar Array Project Exemptions | San Diego County CA
- » Vallejo General Plan and Sonoma Boulevard Specific Plan EIR | Vallejo CA
- » De Anza Revitalization Plan | San Diego CA
- » Morena Corridor Specific Plan EIR | San Diego CA
- » Fiesta Island Master Plan Amendment EIR | San Diego CA
- » Alvin Dunn K-8 School Enhancement MND | San Marcos CA
- » Victor Elementary School No.20 | Victorville CA
- » Canyon Springs High School Athletic Complex EIR | Moreno Valley CA
- » Stone Ranch Elementary School Additions | Poway CA
- » Point Loma High School Whole Site Modernization and Athletic Facilities Upgrades Project | Point Loma CA
- » Removal of Old Schoolhouse EIR | Azusa CA
- » Indian Springs Performing Arts Center MND | Indian Springs CA
- » Waterman + Baseline Neighborhood Transformation Specific Plan EIR | San Bernardino CA
- » South Beach Restroom EIR | Coronado CA
- » Residential Care Facility EIR | Solana Beach CA
- » New Murray Middle School MND | Ridgecrest CA
- » Spencer Valley Parcel Acquisition Exemption | Wynola CA
- » Solar Array Projects for Margarita Middle School and Vintage Hills Elementary School Exemptions | Temecula CA
- » Huntington Middle School Athletic Center Modernization Project Exemption | San Marino CA
- » South High School Auditorium MND | Torrance CA
- » North High School Auditorium MND | Torrance CA
- » West High School Auditorium MND | Torrance CA

EDUCATION

- » BS, City and Regional Planning, California Polytechnic State University, San Luis Obispo

AFFILIATIONS

- » American Planning Association
- » Association of Environmental Professionals

Team member since 2015

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NICOLE VERMILION

Associate Principal, Air Quality/GHG & Noise

As Director of Air Quality, GHG & Noise Services, Nicole oversees project staffing and timing for the air quality, GHG, and noise technical team's impact evaluations under CEQA. She is responsible for expanding and fine-tuning the team based on changes in technology, legislation, and client needs and for ensuring that PlaceWorks air quality and GHG studies are defensible and consistent with recent case law. She closely follows the rapid changes in requirements and the latest information on CEQA thresholds and analysis methodology. She has performed numerous greenhouse gas emissions inventories for individual projects as well as citywide emissions inventories for general plans.

Nicole frequently presents at conferences, including the APA California State Conference and the AEP California State Conference. She participated in the San Joaquin Valley Air Pollution Control District's CEQA GHG significance thresholds working group for development projects and beta-tested the South Coast Air Quality Management District's new CalEEMod program. As a member of AEP's Climate Change Committee, Nicole has contributed to white papers addressing GHG emissions inventories for climate action plans and general plans, and she is working with the committee on a new white paper about post-2020 GHG thresholds.

HIGHLIGHTS OF EXPERIENCE

AIR QUALITY AND GREENHOUSE GAS ANALYSES

- » Valley Corridor Specific Plan EIR | County of San Bernardino CA
- » San Leandro Shoreline Development EIR | San Leandro CA
- » Air Quality and GHG Emissions Technical Report for the Town Center Marketplace (Rich Development Enterprises, LLC) | Menifee CA
- » Air Quality and GHG Emissions Technical Report for the Del Amo Financial Center Expansion (Muller Company) | Torrance CA
- » City of Industry Climate Action Plan | City of Industry CA
- » Butcher's Corner EIR | Sunnyvale CA
- » Hotel Project Sonoma EIR | City of Sonoma CA
- » Del Avenue Specific Plan EIR | Campbell CA
- » Millbrae Station Area Specific Plan EIR | Millbrae CA
- » Midtown Specific Plan EIR | Long Beach CA
- » Serramonte Shopping Center Expansion EIR | Daly City CA
- » Atherton Civic Center EIR | Atherton CA
- » Walnut Creek Downtown Specific Plan EIR | Walnut Creek CA
- » Antelope Valley Area Plan EIR | County of Los Angeles CA

CEQA ANALYSES

- » CollegeTown Specific Plan EIR | Fullerton CA
- » City of Irvine CEQA Manual | Irvine CA
- » Puente Hills Intermodal Facility EIR | Industry CA
- » Irvine Business Complex EIR and GHG Inventory | Irvine CA
- » UDR Los Alisos Apartments Mitigated Negative Declaration | Mission Viejo CA
- » North Hemet Specific Plan EIR | Hemet CA
- » City Ventures LLC Townhome Mitigated Negative Declaration | Claremont CA

EDUCATION

- » Master of Urban & Regional Planning, University of California, Irvine
- » BS with Honors, Ecology & Evolutionary Biology, University of California, Santa Cruz
- » BA with Honors, Environmental Studies, University of California, Santa Cruz

AFFILIATIONS

- » American Planning Association
- » Association of Environmental Professionals

Team member since 2004

NICOLE VERMILION
Associate Principal
nvermillion@placeworks.com

GENERAL PLAN EIRS

- » Los Alamitos General Plan EIR | Los Alamitos CA
- » Yucaipa General Plan EIR | Yucaipa CA
- » Yucca Valley General Plan EIR and GHG Inventory | Yucca Valley
- » The Ontario Plan EIR and GHG Inventory | Ontario CA
- » Torrance General Plan Update EIR and GHG Inventory | Torrance CA
- » Palm Springs General Plan Update EIR and GHG Inventory | Palm Springs CA
- » San Bernardino General Plan and Arrowhead Springs Specific Plan EIR | San Bernardino CA
- » Highland General Plan Update EIR | Highland CA
- » Rancho Mirage General Plan Update EIR | Rancho Mirage CA

ACTIVITIES

- » Climate Change Committee | California Association of Environmental Professionals
- » GHG Significance Thresholds Working Group | San Joaquin Valley Air Pollution Control District
- » CalEEMod Emissions Inventory Model Beta-Testing | South Coast Air Quality Management District

SPEAKING ENGAGEMENTS

- » "CEQA and Post-2020 GHG Emissions Reduction Planning," 2015 California Climate Action Planning Conference | Cal Poly San Luis Obispo
- » "Post-2020 Reduction Targets in Climate Action Plans," AEP Climate Change Committee | 2015 AEP CA State Conference | Santa Barbara CA
- » "Health Risk Challenges of Siting Housing near High-Volume Roadways" | 2014 APACA State Conference | Anaheim CA
- » "California Supplement to the US Protocol for Accounting and Reporting GHG Emissions" | 2014 AEP CA State Conference | Huntington Beach CA
- » "Climate Action Plans That Comply with CEQA" | 2014 AEP CA State Conference
- » "AEP's Climate Change Committee Presents 'The Idiot's Guide to Climate Action Planning'" | 2013 AEP CA State Conference | Los Angeles CA
- » "CEQA Basics Training" | OC Public Works, 2013
- » "Global Warming and Greenhouse Gases" | One-day course (ENSC 174), UC Riverside, Fall 2012
- » "Forecasting Community-Wide GHG Emissions and Setting Reduction Targets" | 2012 APACA State Conference | Rancho Mirage CA
- » "Community-Wide GHG Baseline Inventories" | 2011 APACA State Conference | Santa Barbara CA
- » "Innovations in Sustainability" Workshop | APACA Inland Empire Section, 2011
- » "The Baseline Inventory: What You Should Know before Preparing a GHG Reduction Plan" | 2011 AEP CA State Conference | Monterey CA

ARTICLES AND PUBLICATIONS

AEP CLIMATE CHANGE COMMITTEE WHITE PAPERS

- » "Beyond 2020: The Challenge of Greenhouse Gas Reduction Planning by Local Governments in California," March 2015
- » "Forecasting Community-Wide Greenhouse Gas Emissions and Setting Reduction Targets," May 2012
- » "California Community-Wide Greenhouse Gas Baseline Inventory Protocol," June 2011
- » "Tiering Off Climate Action Plans: Potential Advantages to Jurisdictions under the Proposed CEQA Guidelines," *Environmental Monitor* (AEP), Fall 2009
- » "Getting Serious on Global Warming," *Green Home Builder*, October 2007



FERNANDO SOTELO, PE, PTP

Senior Engineer, Transportation

Fernando is a registered traffic engineer in California and a certified transportation planner, with a master's degree in transportation engineering. He has extensive experience in CEQA and the technical aspects of transportation planning, including travel demand forecasting, traffic impact analyses, and parking demand studies. His professional experience with traffic and parking analyses includes several schools and a variety of land development uses, such as warehousing, mixed use, commercial, and recreation projects in southern and northern California. Fernando understands the complexities of transportation planning and plays a large role coordinating with subconsultants, often reviewing transportation studies and preparing transportation sections for EIRs for major projects such as general plan updates and specific plans. He focuses particular attention on issues such as vehicular circulation, site access, queuing, and pedestrian routes to school and safety. In addition to his experience in traffic, Fernando has prepared hundreds of technical studies for noise and air quality analyses on a variety of projects.

HIGHLIGHTS OF EXPERIENCE

TRAFFIC AND PARKING STUDIES

- » Claremont Hampton Inn Traffic Impact Analysis | Claremont CA
- » San Clemente High School Traffic Impact Analysis | San Clemente CA
- » Norwalk Fitness Village Shared Parking Analysis | Norwalk CA
- » Anaheim Digester Traffic and Parking Analysis | Anaheim CA
- » Crossroads Office Building Traffic Impact Analysis | Industry CA
- » Murray Middle School Traffic Impact Analysis | Ridgecrest CA
- » Industry Business Center Trip Generation Analysis | Industry CA
- » Transportation Analysis, San Joaquin River Recreational Area Master Plan | Fresno CA
- » Peer Review, City of Industry Traffic Impact Analysis | Industry CA
- » Summit Leadership Academy High Desert | Hesperia CA
- » Traffic Study for the Sycamore Academy | Wildomar CA
- » Traffic Study for the Orange County Educational Arts Academy | Santa Ana CA
- » Traffic Study for Community Library | Novato CA
- » Greenville/Banning Channel Improvements Traffic Analysis | Orange County CA
- » Walnut Drive South Roadway Improvements Traffic Analysis | Industry CA
- » Platinum Triangle Gateway Trip Generation Analysis | Anaheim CA
- » Glorietta Bay Boat Launch and Dock Improvements Traffic Analysis | Coronado CA
- » Telegraph Mixed-Use Project Trip Generation Study | Berkeley CA
- » Louden Industrial Warehouse Traffic Impact Analysis | Industry CA
- » Don Julian Warehouse Traffic Impact Analysis | Industry CA
- » Solana Beach Dog Access and Parking Study | Solana Beach CA
- » Merit Academy Expansion Traffic Impact Analysis | El Cajon CA
- » Torrey Pines High School Traffic Impact Analysis | San Diego CA

EDUCATION

- » MS, Civil Engineering (Transportation), University of Southern California
- » BS, Naval Engineering, University of Sao Paulo, Brazil

REGISTRATION

- » California Registered Professional Traffic Engineer No. TR 2770

CERTIFICATIONS

- » Professional Transportation Planner No. 502

AFFILIATIONS

- » Institute of Transportation Engineers
- » Orange County Traffic Engineers Council
- » Institute of Noise Control Engineers

Team member since 2011

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JOSHUA CARMAN

Senior Associate

Joshua Carman has 17 years of experience in the field of acoustics and air quality and has participated in the environmental review process for many diverse projects in California, Washington, Nevada, and New York. Joshua prepares noise and air quality/greenhouse gas assessments for environmental impact studies (CEQA/NEPA) and technical noise studies for transportation projects using federal, state, regional, and local guidelines and methodology. His experience includes complex project- and program-level analyses of mixed-use development, traffic, transit, and transportation, community health risk assessments, vibration, industrial, infrastructure and utilities, telecommunications, hydroacoustics, and construction projects. He is certified in the use of the FHWA's Traffic Noise Prediction Model (TNM) and the US EPA AERMOD air dispersion model.

Joshua's project experience includes conducting the noise modeling, analysis and preparation of the noise study report for the Mid-County Parkway EIR/EIS, a 16-mile transportation corridor in Riverside County; the air quality study for the Cordes Ranch Specific Plan in Tracy; noise measurements for the Harry Tracy Water Treatment Plant in San Bruno; on-site vibration monitoring for the BART Rock Blanket Project in San Francisco; and noise and vibration measurements for a New York City Transit Authority subway extension.

PRIOR EXPERIENCE

- » Aperture Cellars Winery and Tasting Room GHG Assessment | Healdsburg CA
- » The Block Temporary Residence Project Community Risk and Noise Assessment | Santa Rosa CA
- » Dougherty Road Improvement Project Noise Assessment | Dublin CA
- » East Bay Municipal Utility District Summit Reservoir Noise & Vibration Monitoring | Berkeley CA
- » East Palo Alto Arts and Music Center Air Quality/GHG Assessment | East Palo Alto CA
- » East Palo Alto General Plan Update EIR | East Palo Alto CA
- » Forestville Town Park Ambient Noise Measurements | Forestville CA
- » Hattesen Solar Generation Facility Air Quality/GHG Assessment | Kings County CA
- » Kaiser Los Gatos Medical Office Building Air Quality/GHG Assessment | San Rafael CA
- » Lawrence Station Area Plan Air Quality/GHG Assessment | Santa Clara CA
- » Martinez General Plan Update EIR | Martinez CA
- » Mill District Mixed-Use Project Air Quality/GHG Assessment and Ambient Noise Measurements | Healdsburg CA
- » Modesto General Plan Update EIR | Modesto CA
- » Naval Base Kitsap at Bangor, Hydroacoustic and Construction Noise Monitoring | Silverdale WA
- » North Bayshore Precise Plan Air Quality/GHG Assessment | Mountain View CA
- » Route 101/De La Cruz Boulevard/Trimble Road Reconstruction Project Noise Study Report | Santa Clara County CA
- » Saint Mary's College Campus Master Plan Air Quality/GHG Assessment | Moraga CA

EDUCATION

- » BA, Environmental Studies
University of California, Santa Cruz

Team member since 2018

 **JOSHUA CARMAN**

Senior Associate

jcarman@placeworks.com

- » San Carlos Tierra Linda School Air Quality/GHG Assessment | San Carlos CA
- » San Francisco Public Utilities Commission Regional Groundwater Storage and Recovery Project | Bay Area CA
- » Santa Clara County Civic Center Master Plan Air Quality/GHG Assessment | San Jose CA
- » Santa Rosa Junior College Science and Math Replacement Project Community Risk Assessment | Santa Rosa CA
- » Silicon Sage Mixed-Use Project Air Quality/GHG Assessment | Fremont CA
- » So Hay Mixed-Use Project Air Quality/GHG Assessment | Hayward CA
- » Solstice Sonoma Rural Lodging, Recreation and Event Facility GHG Assessment | Sonoma County CA
- » Stonegate Subdivision Air Quality/GHG Assessment | Chico CA
- » Southern Humboldt Park Air Quality/GHG Assessment | Humboldt County CA
- » SVCW Wastewater Treatment Plan Improvements Phase 2 Air Quality Assessment | Redwood City CA
- » Topgolf Entertainment Complex and Hotel Air Quality Assessment | San Jose CA
- » West Sacramento Corporation Yard Air Quality/GHG Assessment | Sacramento CA



JOHN VANG, JD

Senior Associate

John is a specialist on the air quality, greenhouse gas, and noise assessment team. His background and experience give him a solid foundation in quantitative and qualitative analysis—a valuable asset and indispensable to the assessment of environmental impacts. He completes and assists with technical analyses for a wide variety of projects—general plans and specific plans; schools; and developments with commercial, industrial, residential, and mixed uses.

John was a beta-tester for CalEEMod 2013, and he is proficient in the various modeling software for air quality, health risk, and noise technical studies, such as EMFAC, AERMOD, SCREEN3, CALINE4, and the Federal Highway Administration's Traffic Noise Model. He also has experience preparing traffic and other sections for CEQA documents.

EDUCATION

- » Master of Urban Planning, Design, & Development, Cleveland State University
- » Juris Doctor, Cleveland-Marshall College of Law, Cleveland State University
- » BA, Anthropology, University of California, Los Angeles

Team member since 2008

HIGHLIGHTS OF EXPERIENCE

CEQA ANALYSIS

- » Landmark Hotel EIR | San Carlos CA
- » San Juan Hotel & Villas MND | San Juan Capistrano CA
- » Los Angeles County General Plan Update EIR | Los Angeles County CA
- » Clovis General Plan and Development Code Update EIR | Clovis CA
- » Pasadena General Plan EIR | Pasadena CA
- » San Clemente General Plan EIR | San Clemente CA
- » Harbor Corridor Specific Plan EIR | Santa Ana CA
- » Greenspot Village & Marketplace Specific Plan EIR | Highland CA
- » Magnolia Residential Project EIR | Upland CA
- » Temple Industrial Warehouse/Office IS | Industry CA
- » Logistics Terminals, Inc., Development Plan & Zone Exception IS | Industry CA
- » Crummer Site Subdivision EIR | Malibu CA
- » Puente Hills Intermodal Facility EIR | Industry CA
- » The Platinum Triangle Subsequent EIRs | Anaheim CA
- » Fresno El Paseo Master Plan EIR | Fresno CA

TECHNICAL STUDIES

- » Landmark Hotel, Construction Health Risk Assessment Technical Report | San Carlos CA
- » Rancho Cucamonga Fire Protection District Fire Training Center, Air Quality and Greenhouse Gas Emissions Technical Study | Rancho Cucamonga CA
- » Sycamore Academy at 23151 Palomar Street, Greenhouse Gas Emissions Technical Memorandum | Wildomar CA
- » Serramonte Shopping Center Expansion Project, Construction Health Risk Assessment Technical Report | Daly City CA
- » Torrance Memorial Medical Center | Torrance CA
- » Coca-Cola Warehouse Expansion, Air Quality Memorandum | Orange CA
- » Potential Noise Impacts from Carlsbad New High School No. 2 on the Least Bell's Vireo and California Gnatcatcher Habitat, Technical Noise Memorandum | Carlsbad USD

ACTIVITIES

- » CalEEMod Emissions Inventory Model Beta-Testing | South Coast Air Quality Management District, 2012



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ALEXIS WHITAKER, LEED AP

Project Scientist

Alexis brings a strong scientific background and deep understanding of environmental systems to the environmental planning team. Alexis is passionate about the interplay between environmental systems and society. With a background in scientific research, Alexis contributes her technical skills in CalEEMod, GIS, and data management to any project she works on. Her work has focused on how science can inform environmental planning and policymaking. Alexis has completed air quality, greenhouse gas, and noise analyses for commercial, residential, and park projects. Additionally, she has applied her quantitative skill set to school projects, contributing to rail safety studies and air toxics health risk assessments. She is passionate about sustainability, and she is committed to producing high-quality results.

HIGHLIGHTS OF EXPERIENCE

AIR QUALITY & GHG ASSESSMENT

- » Muroc Unified School District Edwards AFB Campus MND, Rosamond CA
- » Olson East Street Townhomes EIR Addendum, Anaheim CA
- » Alviso Park Master Plan IS/MND, San Jose CA
- » The Forum at Rancho San Antonio EIR, Cupertino CA
- » Wiseburn Charter School EIR Addendum, El Segundo CA
- » The Marina Plaza Project IS/MND, Cupertino CA
- » Midcoast Multimodal Trail IS/MND, San Mateo County CA
- » Fire Station 57 & Public Safety Center IS/MND, San Rafael CA
- » San Juan Capistrano Hotel EIR Addendum, San Juan Capistrano CA
- » Heritage Middle School IS/MND, Oakland CA
- » Caliber Charter School IS/MND, Vallejo CA

NOISE ASSESSMENT

- » 1091 Industrial Road Project EIR, San Carlos CA
- » 500 Oregon Street Charter School IS/MND, Vallejo CA
- » Public Safety Building IS/MND, San Rafael CA
- » Scenic Boulevard Subdivision IS/MND, Cupertino CA
- » KIPP/Heritage Charter Middle School IS/MND, San Jose, CA

RISK ASSESSMENT

- » Hayward Unified School District Measure L Bond Program, Hayward CA
- » Ocean Charter Schools CEQA Services for Proposed New School at 12870 Panama Street, Los Angeles CA
- » Santa Rosa Southeast Greenway Phase I, Santa Rosa CA

PRIOR EXPERIENCE

PROGRAM ASSOCIATE AT THE ALLIANCE TO SAVE ENERGY

- » Partnered with K-12 schools and utilities to reduce energy consumption on school campuses. Conducted energy audits, led student workshops, and managed the program's social media presence.

EDUCATION

- » BS, Environmental Science, University of California, Los Angeles

CERTIFICATIONS

- » Leadership in Energy and Environmental Design Accredited Professional

AFFILIATIONS

- » Association of Environmental Professionals

Team member since 2016

INTERN AT THE US ENVIRONMENTAL PROTECTION AGENCY

- » Supported three independent, congressionally-mandated Federal Advisory Committees that provide scientific and technical guidance to the EPA Administrator. Developed an outreach strategy to increase the engagement and participation of scientific associations, universities, and professional organizations in the committee creation process.



ALEXIS WHITAKER

Project Scientist

awhitaker@placeworks.com



SCOTT ASHLOCK, ASLA

Senior Associate

Scott's background in architecture and landscape architecture and his savvy technological skills make him well versed in the nuts and bolts of design. His vigorous desire to expand his knowledge and his extensive travels make his approach to any project exciting and remarkable.

Scott is adept at tackling a variety of complex issues, but his passion is landscape architecture and how to address the natural and built environment, from large master-planned communities to specific sites. He incorporates principles of Asian landscape design; drought-tolerant landscapes; California native plantings; and demonstration, educational, and healing gardens. He also has extensive experience with construction documents, planting plans, and site designs and has worked with contractors and crews to ensure that the design intent and vision of a project are captured. Scott can develop creative design solutions and carry them forward from concept to project completion.

HIGHLIGHTS OF EXPERIENCE

SPECIFIC PLANS AND OTHER PLANNING SERVICES

- » De Anza Park Revitalization Plan | San Diego CA
- » Tesoro Viejo | Madera CA
- » Greenspot Specific Plan | Highland CA
- » CollegeTown Specific Plan | Fullerton CA
- » French Valley Specific Plan | County of Riverside CA
- » Garrett Ranch Specific Plan | Hemet CA
- » Mill Creek Specific Plan | Chino CA
- » Arbor Vista Specific Plan | Temecula CA
- » Seven Oaks Business Park Design Guidelines | Bakersfield CA
- » Carmenita Truck Center Planning Services | Santa Fe Springs CA

CORRIDOR PLANNING AND TRANSIT-ORIENTED DEVELOPMENT

- » San Bernardino Transportation-Oriented Development | San Bernardino CA
- » Beach Boulevard Corridor Fly-through Model | Buena Park CA
- » Highland Baseline Corridor Fly-through Model | Highland CA
- » Harbor Boulevard Corridor Plan and Vision | Santa Ana CA

MASTER PLANS

- » Mission Bay Park Master Plan Amendment | San Diego CA
- » Centennial New Town Master Plan | County of Los Angeles CA
- » Newhall Ranch Master Plan | County of Los Angeles CA
- » Calimesa Creek Master Plan | Calimesa CA

LIGHTING AND VIEWSHED ANALYSIS

- » Yorba Linda High School Pool Lighting | Yorba Linda CA
- » The Forum Lighting and View Shed Analysis | Inglewood CA

AWARDS

- » 2010 Water Feature Design Competition | Aquatic Technologies

EDUCATION

- » BS, Landscape Architecture, California State Polytechnic University, Pomona

REGISTRATIONS

- » Licensed Landscape Architect in California, No. 6177

AFFILIATIONS

- » Urban Land Institute
- » American Society of Landscape Architects

Team member since 2011

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YUE ZHANG

Assistant Designer

Yue provides design, research, and graphic production on a wide array of urban design and landscape project. Her work has mainly focused on stormwater management, low-water landscaping, and streetscape design. Yue specializes in graphic, document design, and illustrations that include maps, 3D models, and renderings. She is proficient with graphics programs such as Adobe Suite, AutoCAD, SketchUp, GIS, and 3D max.

Yue was the major research assistant in 2012 Landscape Architecture Foundation Case Study Investigation Program, in which she evaluated the performance benefits of four streetscape projects. During her master program, she presented a feasibility analysis for using constructed wetland system to treat and reclaim wastewater in City of Mount Pleasant, UT. This study will guide the construction of Mount Pleasant city wastewater treatment facilities.

HIGHLIGHTS OF EXPERIENCE

- » Newhall Ranch Master Plan | County of Los Angeles CA
- » CollegeTown Specific Plan | Fullerton CA
- » Irvine Spectrum Strategic Plan | Newport Beach CA
- » Fullerton Transit Loop Feasibility Study | Fullerton CA
- » Harbor Boulevard Corridor Plan and Vision | Santa Ana CA
- » Harmony Specific Plan EIR | Highland CA
- » Mill Creek Specific Plan | Chino CA
- » Ramona Creek Specific Plan | Hemet CA
- » Renaissance Rialto Specific Plan | Rialto CA
- » Tesoro Viejo | Madera County CA
- » Tesoro Del Valle | Santa Clarita CA
- » Oxford Place Development | Toronto CA
- » Glenwood Housing Foundation Landscape Design | Laguna Beach CA
- » Santa Ana High School Lighting Study | Santa Ana Ca
- » Garey High School Lighting Study | Pomona CA
- » Pomona High School Lighting Study | Pomona Ca
- » Westlake Village Site Plan | Westlake Village CA

EDUCATION

- » MA, Landscape Architecture, Utah State University
- » BEng., Landscape Architecture, Southwest Jiaotong University

AFFILIATIONS

- » American Society of Landscape Architects

Team member since 2012

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ALEX REYES

Project Designer

Alex's passion is for creating spaces that people enjoy. His keen observations of how people of all ages interact with spaces allow him to put together the individual pieces that create a great community. Working with the planning and design team, he prepares graphics and models to convey design concepts to clients and the public. His diverse knowledge of computer programs allows him to quickly create a working product and adapt it to individual client needs. Alex also contributes to PlaceWorks' environmental team by preparing visual simulations, lighting studies, and shade/shadow analyses for environmental documents.

EDUCATION

- » BS, Landscape Architecture, California State Polytechnic University, Pomona

Team member since 2016

HIGHLIGHTS OF EXPERIENCE

LIGHTING ANALYSES AND VISUAL SIMULATIONS

- » Corona Del Mar High School Stadium EIR | Corona Del Mar CA
- » Wilson Middle School Multi-Purpose Field EIR | Glendale CA
- » Estancia High School New 50-Meter Pool Facility | Costa Mesa CA
- » Norwalk High School | Norwalk CA
- » Las Palmas Park and Pioneer Park Lighting Analysis | San Fernando CA
- » River Street Market Place MND/EIR | San Juan Capistrano CA

DESIGN AND PLANNING

- » Butterfield Specific Plan | Banning CA
- » Skyline Ranch Specific Plan | Los Angeles County CA
- » North Lake Specific Plan | Castaic CA
- » Tesoro Del Valle Specific Plan | Santa Clarita CA
- » Tesoro Viejo Master Plan | Madera CA
- » De Anza Revitalization Plan | San Diego CA
- » The Brookside | Walnut CA
- » Downtown Livermore Facilitation Services | Livermore CA
- » West Carson TOD Specific Plan and EIR | Los Angeles County CA
- » Hawk Ridge Community Planning | Kings County WA
- » Meadowood Community Design | Fallbrook CA
- » South Otay Mesa Specific Plan | San Diego CA
- » North Lake Site Planning | Santa Clarita CA
- » Palm Desert Property at Gerald Ford Drive Site Planning | Palm Desert CA

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STEVEN BUSH, PE

Senior Associate

A member of both the Environmental Sciences and the CEQA teams, Steve's eclectic skill set covers a wide range of technical services. He applies his knowledge and skills to field sampling for remediation projects and data analysis for health risk assessments, rail studies, and pipeline safety assessments. He also has extensive stormwater analysis and management experience, which is used to focus and clarify hydrology and water quality sections for CEQA documentation. As a member of the CEQA team's air quality and greenhouse gas assessment group, Steve has completed air quality and GHG analyses for a variety of projects, including residential development, stormwater outlets, and marsh areas. Additionally, Steve is proficient in different air quality modeling software such as CalEEMod2013 and AERMOD.

HIGHLIGHTS OF EXPERIENCE

ENVIRONMENTAL AND HEALTH RISK ASSESSMENTS

- » Clayton Valley Charter High School Preliminary Fatal Flaw Analysis, Concord CA
- » Tracy Learning Center (Charter School) HRA/Title 5 Review, Tracy CA
- » Wiseburn New High School EIR, Hawthorne CA
- » Health Risk Assessment and Railroad Safety Study for Martin Luther King Jr Middle School, Hayward CA
- » Health Risk Assessment, Pipeline Safety Hazard Assessment, and Railroad Safety Study for Pioneer High School, Whittier CA
- » Health Risk Assessments for Central Region Elementary School and South Region Span K-8 #1, Los Angeles CA
- » Rail and Pipeline Safety Studies, San Luis Coastal USD
- » Aboveground Water Tank Safety Hazard Assessment, Waterstone Environmental, Inc.
- » Health Risk Assessment for Irvine Technology Center, Irvine CA
- » Pipeline Safety Hazard Assessment, Manteca CA
- » CNG and Propane Risk Assessment for Ramona Elementary, Moreno Valley CA

AIR QUALITY/GHG AND CEQA

- » Valhalla Inn by the Bay Initial Study, Sausalito CA
- » The Landing at Walnut Creek Apartments EIR, Walnut Creek CA
- » Air Quality and Greenhouse Gas Analyses for Ocean Outlets Maintenance Manual, Orange County Flood Control District
- » Air Quality and Greenhouse Gas Analyses for Breuner Marsh Restoration, Richmond CA

SITE INVESTIGATION

- » Environmental Oversight of Remedial Action Plan for LAUSD Central Region Elementary School No. 20, Los Angeles CA
- » Site Remediation for former Sargent Industries Property, Huntington Park CA
- » Phase I Environmental Site Assessments for City Recreation and Parks, Los Angeles CA
- » Fontana USD High School Site No. 5, Fontana CA
- » Alessandro Boulevard and Kitching Street Alternative High School Site, Moreno Valley CA
- » High School No. 5 Alternate Sites EIR, Moreno Valley CA

EDUCATION

- » MS, Chemical Engineering, University of California, Los Angeles
- » BS, Chemical Engineering, University of California, Santa Barbara CA

REGISTRATION

- » State of California Professional Engineer No. 83997

CERTIFICATIONS

- » 40 Hour HAZWOPER
- » CPR and First Aid

Team member since 2007

- » Citrus Heritage Middle School IS/MND, Riverside USD
- » Tri-City Community Day School IS/MND, San Bernardino County Superintendent of Schools
- » AZ Winter Mesa Towing Site Subdivision EIR, Malibu CA
- » Crummer Site Subdivision EIR, Malibu CA

PUBLICATIONS

- » With J. Curren, S. Ha, M. Stenstrom, S. Lau, and I.H. Suffet, "Identification of subwatershed sources for chlorinated pesticides and polychlorinated biphenyls in the Ballona Creek watershed," *Science of The Total Environment* 403, no. 13 (2011): 2525–33
- » With M. Philibert, F. L. Rosario-Ortiz, and I. H. Suffet, "Advances in the characterization of the polarity of DOM under ambient water quality conditions using the polarity rapid assessment method," *Water Science & Technology: Water Supply* 8, no. 6 (2008): 725–733

AWARDS

- » Engineering Honor Society, Tau Beta Pi, 2002



STEVEN BUSH

Senior Associate

sbush@placeworks.com



CATHLEEN M. FITZGERALD, DEnv, PE, QSD/QSP

Senior Engineer

Cathy has nearly 30 years of academic and professional experience in the areas of hydrology studies, health risk assessments, safety hazard assessments, air quality studies, hazardous waste investigations, remedial action plans, and installation of groundwater and soil vapor extraction systems. She has worked with various public and private sector clients in the United States, Japan, Taiwan, and Korea on licensing and environmental assessments for nuclear and fossil fuel power plants, hazards associated with solar thermal power projects, and the development of alternative energy sources. In addition, she has worked on numerous water projects in Africa, South America, and Central America.

Cathy conducts baseline health risk assessments, develops site-specific soil cleanup levels, uses vadose zone modeling to evaluate the potential threat to groundwater from soil contaminants, conducts groundwater modeling to evaluate natural attenuation of chemical plumes, and develops innovative groundwater remediation systems. In addition, she has prepared air quality and hydrology sections for numerous CEQA documents. Cathy is a Registered Professional Engineer in the states of California and Nevada, a Qualified SWPPP Developer/Practitioner in the State of California, and a Certified Environmental Manager in the State of Nevada.

HIGHLIGHTS OF EXPERIENCE

REGULATORY COMPLIANCE, AIR QUALITY PERMITTING, AND HEALTH RISK ASSESSMENTS

- » Construction Risk Assessment for Breuner Marsh Restoration | Richmond CA
- » West Roseville High School Health Risk Assessment | Roseville CA
- » Permit Acquisition and Compliance Evaluation for Cogeneration and Waste-to-Energy Projects | Bechtel Power Corporation
- » Licensing and Permitting Acquisition for Nuclear and Fossil Fuel Power Plants in the United States and International Clients | Bechtel Power Corporation
- » South Coast AQMD Permit to Construct/Permit to Operate Application for Chemical Fixation of Hyperion Treatment Plant Sludge | Submitted to SCAQMD
- » Numerous Air Emission Risk Assessments | Los Angeles Unified School District
- » Air Toxics Health Risk Assessment | Irvine CA
- » Irvine Technology Center Health Risk Assessment | Irvine CA
- » Air Emissions/Risk Assessment, Puente Hills Intermodal Facility EIR | Industry CA

HAZARD SAFETY ASSESSMENTS

- » Palo Alto USD Pipeline Safety Hazard Assessment | Palo Alto CA
- » 5th Street Alternative School Rail Safety Study | Redwood City CA
- » Numerous Pipeline Safety Hazard Assessments | Los Angeles USD
- » Rail Safety Study, Fresno El Paseo EIR | Fresno CA
- » Ramona Elementary School CNG and Propane Risk Assessment | Moreno Valley USD
- » Former ordnance facility, soil cleanup (for explosives) and screening level health risk assessment | Chino Hills CA
- » Rail Safety Study, John Glenn High School | Norwalk-La Mirada USD

EDUCATION

- » DEnv, Environmental Science & Engineering, University of California, Los Angeles
- » MA, Marine Biology, University of California, Santa Barbara
- » BA, Biology, University of California, Los Angeles

REGISTRATIONS

- » State of California Professional Engineer No. 39541
- » State of Nevada Professional Engineer No. 10715
- » Registered Hazardous Substances Professional
- » State of California Qualified SWPPP Developer/Practitioner No. 20222

CERTIFICATIONS

- » State of Nevada Certified Environmental Manager

AFFILIATIONS

- » Air Pollution Control Hearing Board, Washoe County, Nevada

Team member since 1986



CATHLEEN FITZGERALD
Senior Engineer
cfitzgerald@placeworks.com

SITE INVESTIGATION

- » Phase I ESAs and field investigations at numerous commercial and industrial sites | Reno and Sparks NV
- » Water Quality Management Plan, Mixed Use Development Project | Huntington Park CA
- » Hydrology Calculations and Report, Flying M Ranch | Long Beach CA
- » Hydrology Report | San Marcos USD
- » Vadose zone and groundwater modeling to support closure of a former UST site | Lancaster CA
- » Soil vapor extraction pilot test | Huntington Park CA
- » Vacuum-enhanced recovery pilot test | Los Angeles CA
- » Former oil field site, development of risk-based cleanup levels | Bakersfield CA
- » Site removal action, excavation and disposal of lead-impacted soil | Commerce CA
- » Former dry-cleaning facility, vapor intrusion modeling | Northridge CA

CEQA/NEPA ENVIRONMENTAL SERVICES

- » State Superfund Site Third-Party Review of field investigations, removal actions, and groundwater remediation activities | Nevada
- » Walltown Quarry, Air Quality Impact Analysis EIR Review | Sacramento CA
- » Puente Hills Intermodal Facility EIR | Industry CA
- » Citrus Heritage Middle School IS/MND | Riverside USD
- » AZ Winter Mesa Towing Site Subdivision EIR, Hydrology Section | Malibu CA
- » Crummer Site Subdivision EIR | Malibu CA

HYDROLOGY STUDIES AND NPDES PERMITTING

- » Storm Water Pollution Prevention Plan (SWPPP) | Mission Viejo, CA
- » Water Quality Management Plan, Mixed-Use Development Project | Huntington Park CA
- » Storm Water Management Plan and Drainage Study | Rancho Santa Fe CA
- » Hydrology Calculations and Report, Flying M Ranch | Long Beach CA
- » Hydrology Study | San Marcos USD
- » AZ Winter Mesa Towing Site Subdivision EIR, Hydrology Section | Malibu CA
- » Third Party Review Santiago Creek Study | City of Orange, CA
- » NPDES Permit Wastewater Discharge, Clairol Facility | Camarillo CA
- » Report of Waste Discharge, Rancho Seco Nuclear Power Plant | Sacramento Municipal Utility District

ARTICLES & PUBLICATIONS

- » *A Practical Guide to Environmental Risk: Perception, Assessment, Communication*, The Planning Center, 2009

SPEAKING ENGAGEMENTS

- » "CEQA Responsibilities in Assessing and Managing Risk from Alternative VOC Compounds" | South Coast Air Quality Management District Symposium, October 2014 | Diamond Bar CA
- » "Health Risk Challenges of Siting Housing Near High Volume Roadways" | 2014 APA State Conference | Anaheim CA
- » "Air Quality for Dummies" | 2014 AEP State Conference | Huntington Beach CA
- » "Health Risk Challenges of Siting Housing Near High Volume Roadways" | 2014 AEP State Conference | Huntington Beach CA
- » "Near Roadway Mitigation Measures" | South Coast Air Quality Management District Symposium, November 2013 | Diamond Bar CA
- » Guest Lecturer | "A Practical Guide for Obtaining Environmental Clearance for New & Expanding School Sites," Educational Facilities Certificate Program | UC Riverside Extension
- » "Environmental Protection or Smart Growth? Conflicts between Infill Development and Local Environmental Regulation" | 2006 AEP State Conference | Newport Beach CA



DINA EL CHAMMAS GASS, EIT

Project Engineer/Planner

Dina comes to PlaceWorks with eclectic experience in the fields of sustainability, environmental engineering, and sustainable watershed management. She has been an assistant professor of sustainability and an environmental engineer in the Gulf and Caspian regions, where she prepared and implemented environmental management plans; pollution prevention plans; and management plans for waste, water, and wastewater.

Dina helped prepare environmental impact statements for large construction sites and performed field baseline studies and data modeling and assessment, working with EPA, EU, and WHO environmental legislation and regulations. As environmental team leader for an engineering contractor, she built an environmental management system that earned the company ISO 14001 certification. She also did research at the American University of Beirut on industrial waste management, water and wastewater treatment and reclamation, alternative fuels, and development of natural resources within an economically sustainable framework.

At PlaceWorks, Dina will perform air quality dispersion modelling, quantitative risk assessments, and assist with environmental and water resource engineering. She will also assist with general environmental analysis, contributing research, analysis, and review and preparing CEQA and NEPA compliance documents, including environmental impact report.

PRIOR EXPERIENCE

- » Crowe Creek State Revolving Fund Project | Fairfield, Iowa
- » Baku Tbilisi Cheyhan Pipeline | Republic of Georgia
- » Crescent New Gas Processing Plant | United Arab Emirates
- » Mitigation of NGL Plants Flares and RAG Utilization Project | Qatar
- » Dorood Project Onshore Facilities | Iran
- » Expansion and Development of the Harweel Miscible Gas Injection Enhanced Oil Recovery Project | Oman
- » Kashagan Field Development Project | Kazakhstan

PUBLICATIONS

- » "Immerse in Your Watershed: Problem Based, Service Learning for Undergraduate Sustainability Education," The Journal of Sustainability Education, January 2017.
- » "Potentiality of Wastewater Reclamation and Reuse in the Lebanon. A Case Study," Master's Thesis, American University of Beirut, Beirut, Lebanon, 2003.

AWARDS

- » 2002 Abd El Aal Research Award for the Advancement of Water Resource Engineering Research

EDUCATION

- » Master of Engineering, Environmental and Water Resources Engineer, American University of Beirut, Lebanon
- » Bachelor of Engineering, Civil Engineering, American University of Beirut, Lebanon
- » MA, East Asian Studies, Maharishi University of Management, Fairfield, Iowa

CERTIFICATIONS

- » Engineer in Training, #163247

AFFILIATIONS

- » Association of Environmental Professionals (AEP)

Team member since 2018

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ROBYN CHACONAS, EIT

Project Engineer

Robyn's collaborative and creative approach is anchored by a strong foundation of technical and leadership skills. Her practical experience in engineering, construction, permitting, and community development includes international and nonprofit projects. Robyn has also worked in the oil and gas industry, where she helped develop and implement technical designs and specifications in support of well abandonment and remediation programs. She is well versed in oil and gas permitting, regulatory compliance, underground injection control, oilfield waste management, and community outreach to inform stakeholders and foster public support.

At PlaceWorks, Robyn monitors construction sites for health and safety compliance and performs environmental site assessments.

HIGHLIGHTS OF EXPERIENCE

- » Venice High School Site Assessment | Los Angeles CA
- » Venice High School Remedial Action Planning | Los Angeles CA

PRIOR EXPERIENCE

- » Community Center Skatepark Design and Construction | Addis Ababa, Ethiopia
- » Pedestrian Suspension Bridge Construction | Rancheria, Nicaragua
- » Oil and Gas Permitting and Diagramming | Long Beach CA
- » Oil and Gas Remedial Action and Abandonment | Denver CO
- » Cogeneration Wastewater Facility Improvements | Boulder CO

EDUCATION

- » BS, Mechanical Engineering, Colorado School of Mines, Golden
- » OSHA 40-Hr HAZWOPER
- » OSHA 10-Hr Construction

CERTIFICATIONS

- » Engineer in Training, NCEES ID: 14-648-73 (October 2013)

AFFILIATIONS

- » Engineers without Borders

Team member since 2017

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MICHAEL WATSON, PG

Associate Geologist

With over a decade in the environmental consulting industry, Mike is proficient in providing field and office support to project managers performing site assessment and remediation. He performs site assessments, geohazard studies, air quality and industrial hygiene assessments, groundwater investigations, and remedial actions. Mike also manages materials acquisition, field equipment maintenance, and subcontractor coordination on large field investigations and monitoring programs.

A dedicated geologist, Mike continually strives to refine his knowledge, methods, and efficacy. He is especially committed to his current work for numerous school districts throughout California, where he assists in site assessment services and the Department of Toxic Substances Control's school site approval process. He performs Phase I ESAs, PEAs, geohazard studies, supplemental site investigations, remedial investigation reports, removal action documents, feasibility study reports, Title 5 Constraints Studies, and fill testing reports. In addition, he assists with the management and implementation of field investigations, assembles project data, and arranges methodical and comprehensive procedures to attain the client's goals.

HIGHLIGHTS OF EXPERIENCE

SITE ASSESSMENTS

- » PEAs, Phase I ESAs, Geohazards Study Reports, and Title 5 Studies for various schools | Moreno Valley USD
- » PEAs and Fill Testing for various schools | Clovis USD
- » PEA for Proposed Castaic High School | William S. Hart Union High School District
- » Phase I ESA for Proposed K-8 Parker Dam School | Needles USD
- » Removal Action, Fill Testing, and Quarterly Groundwater Sampling for Central Region High School No. 13 | Los Angeles USD
- » Removal Actions for Chaffey West Community Day School and Chino Early Education Center | San Bernardino County Superintendent of Schools
- » Phase I ESA for Citrus Creek Residential Development | Upland CA
- » Phase I ESA for the Arrowhead Springs Resort | San Bernardino CA
- » Phase I/II ESAs for Former Gas Station | Los Angeles CA
- » Quarterly Groundwater Sampling, Remedial Investigation and Remedial Action for Santa Fe Springs Athletic Fields | Little Lake City School District/Santa Fe Springs CA
- » Environmental Services for various schools | Hayward USD

REGULATORY COMPLIANCE & STRATEGIC PLANNING

- » Environmental Auditing for General Motors Railroad Locomotive Service Facility | Commerce CA
- » Construction Site Review Implementation, RAW, and Methane Mitigation System Inspection for Hull Middle School | Torrance USD
- » Underground Storage Tank Closure Report and Construction Response – Removal of Six Hydraulic Lifts for Central Region Elementary School No. 13 | Los Angeles USD
- » Removal Action, Oil Well Reabandonment, Crude Oil Pipeline Removal, Construction Response Services, and Construction Site Review Implementation for Harry Bridges Span K-8 | Los Angeles USD

EDUCATION

- » BS, Geology, University of California, Riverside

REGISTRATIONS

- » California Professional Geologist No. 8177

CERTIFICATIONS

- » 40-Hour Hazardous Waste Workers (HAZWOPER) Certification
- » 24-Hour First Responders Certification
- » 8-Hour HAZWOPER Refresher Certification
- » CPR/First Aid Certification
- » NITON X-ray Fluorescence (XRF) Analyzer Certification

AFFILIATIONS

- » Geological Society of America
- » Association of Environmental and Engineering Geologists
- » Seismological Society of America
- » Inland Geological Society
- » South Coast Geological Society

Team member since 2005



MICHAEL WATSON

Associate Geologist

mwatson@placeworks.com

- » Operations and Maintenance Inspection and Monitoring Reports, Five-Year Review Report, and Decommissioning of Methane Mitigation System at Woodcrest Jr. High and Liberty Elementary | Chino Valley USD
- » Corrective Measures Study and Quarterly Groundwater Monitoring for Raymond A. Villa Fundamental Intermediate School | Santa Ana USD
- » Soil Vapor and Groundwater Monitoring, Soil Vapor Extraction System Monitoring and AQMD compliance for Former Sargent Industries Facility | Huntington Park CA

CEQA/TITLE 5 ASSESSMENTS

- » CollegeTown Specific Plan EIR | Fullerton CA
- » Anaheim Canyon Specific Plan EIR | Anaheim CA
- » Title 5 studies for various schools in Westminster and Huntington Beach | Westminster School District
- » City of El Monte General Plan | El Monte CA
- » City of Industry General Plan | Industry CA
- » Irvine Business Center | Irvine CA

PUBLICATIONS

- » Watson, M. J., and S. Jorgensen, 2001. Geologic Map of the Margarita Peak 7.5 Minute Quadrangle, San Diego County, California: A Digital Database, Version 1.0. Mapping by S. S. Tan. California Division of Mines and Geology, Preliminary Geologic Map.
- » Watson, M. J. and others, 2003. Quaternary Geologic Materials Map of Part of the Juniper Hills 7.5 Minute Quadrangle, California. In Seismic Hazard Zone Report for the Juniper Hills 7.5-Minute Quadrangle, Los Angeles County, California. Mapping by A. G. Barrows, D. J. Beeby, D. B. Burke, T. W. Dibblee Jr., J. E. Kahle, and D. J. Ponti. California Geological Survey Seismic Hazard Zone Report 102.
- » Watson, M.J., K.R. Bovard, R.M. Alvarez, and C.I. Gutierrez, 2007, Geologic Map of the Oceanside 30' X 60' Quadrangle, California, Mapping by M.P. Kennedy and S.S. Tan. California Geological Survey Regional Geologic Map Series, Map No. 2: Scale 1:100,000.



DENISE CLENDENING, PhD

Associate Principal, Site Assessment Services

Denise has over 27 years of experience providing technical oversight and performing human health risk assessments, site assessments, and investigations of chemical waste at multiple sites including Resource Conservation & Recovery Act (RCRA) and Superfund sites. She is adept at applying alternatives that are economical yet protective of human health and the environment. She conducts realistic assessments and calculates target cleanup levels based on site-specific exposure scenarios. Her work has involved pesticides, heavy metals, solvents, and petroleum-contaminated soils. She assists multiple school districts in California with site assessment, public relations, and the Department of Toxic Substance Control (DTSC) school site approval process. She participates in public hearings and school board meetings and coordinates her projects with the CEQA process.

Before joining PlaceWorks, Denise managed large divestiture environmental due diligence projects for the electric power industry and was involved in numerous environmental projects for oil field operation. Her experience also includes the development and testing of risk assessment software and teaching training courses in risk assessment using different software programs.

Denise has established a very good reputation with regulatory agencies and negotiates risk-related issues on behalf of her clients. She is a member of the Los Angeles Regional Water Quality Control Board Underground Storage Tank Advisory Board and has extensive experience with site closure activities with the DTSC, Environmental Protection Agency, Regional Water Quality Control Boards, and local oversight agencies throughout California.

HIGHLIGHTS OF EXPERIENCE

ENVIRONMENTAL & HEALTH RISK ASSESSMENTS

- » Xerox Corporation Preliminary Environmental Assessment and Health Risk Assessment | Santa Ana CA
- » Human Health Risk Evaluation, Literature Research for American Petroleum Institute
- » City of Redlands Health Risk Assessment | Redlands CA
- » Caltrans Risk Assessment and Groundwater Impact Analysis | California
- » Risk Assessments and Indoor Air Sampling for Confidential Client(s) | Various Locations
- » Human Health & Ecological Risk Assessment – Technical Review | Various Locations
- » Landfill Risk Assessments | Various Locations
- » Risk Assessments for Pesticide Contaminated Soil | Various Locations
- » Human Health Risk Assessment for Confidential Mineral Resources Client | Arizona
- » Human Health Risk Assessment at Whites Point Nike Missile Site | Los Angeles County CA
- » Human Health Risk Assessment at Fort MacArthur | Los Angeles County CA

EDUCATION

- » PhD, Soil Physics, University of California, Riverside
- » MS, Soil Science, University of California, Riverside
- » BS, Geology, University of California, Riverside

CERTIFICATIONS

- » Oil Spill Response Training

AFFILIATIONS

- » Soil Science Society of America
- » American Geophysical Union
- » American Chemical Society
- » Society of Risk Analysis
- » Coalition of Adequate School Housing

Team member since 2005



DENISE CLENDENING
 Associate Principal
 dclendening@placeworks.com

SITE ASSESSMENTS

- » Site Remediation for Hull Middle School | Torrance CA
- » PEA for New High School, William S. Hart UHSD | Castaic CA
- » Phase I for Property at East Briar Drive | San Bernardino County CA
- » PEA for Stella Academy Middle School | Los Angeles CA
- » Phase I for Valley Boulevard Widening | City of Industry CA
- » Oil Field Preliminary Environmental Assessment | Culver City CA
- » Lead-Based Paint Evaluations | Various Locations
- » Cogeneration Facilities Permit Applications | Various Locations throughout California
- » NRG Energy Environmental Due Diligence Investigations | California
- » AES Environmental Due Diligence Work Plans | California
- » Remedial Investigation and Remedial Action for Jersey Avenue Elementary School Site (Congresswomen Grace Napolitano presented award for special congressional recognition for project), Little Lake City School District | City of Santa Fe Springs CA
- » Preliminary Environmental Assessments for over 100 school sites throughout California
- » Phase I ESA and PEAs for four school sites, Moreno Valley USD
- » Phase I ESAs, PEAs, SSIs and RAWs for eight school sites, San Bernardino County Superintendent of Schools
- » Phase I ESA for Elementary School No. 19, Rialto USD
- » PEA and SSI for the New High School No. 3 Site, Colton Joint USD
- » Phase I ESA and PEAs for four school sites, Lynwood USD
- » Phase I ESA for the Proposed Elementary School No. 8, San Ysidro School District
- » Phase I ESA for the Proposed K–8 Parker Dam School, Needles USD
- » PEAs for three school sites and environmental and legislative support services, Santa Ana USD
- » Phase I ESA, PSHA, and PEA for Community Day School, Eastside USD
- » PEAs for five school sites in Clovis | Clovis CA
- » PEA for redevelopment project for the City of South Gate | South Gate CA
- » Phase I ESA for Arrowhead Springs Resort I | San Bernardino CA
- » Phase I ESA for two Charter Schools for Green Dot Public Schools | Los Angeles CA
- » Phase I and Phase II ESA for Former Service Station | Los Angeles CA
- » Phase I ESAs, PEA, SSIs, and fill testing for multiple school sites, Pomona USD
- » PEA and methane gas testing, Encinitas USD
- » Phase I ESA and lead testing for multiple sites, Fontana USD
- » Proponent’s Environmental Assessment for PUC | Long Beach CA
- » Initial Site Assessments for Street Widening Projects | Santa Ana CA
- » Phase I ESAs for Renaissance Community Fund | Corona CA

TITLE 5/CDE RISK ASSESSMENTS

- » Geohazard Assessment for Inglewood Site, Today’s Fresh Start Charter School
- » PEAs and Title 5 Assessments for three school sites, Redlands USD
- » Title 5 Compliance Study Reports for four sites, Whittier Union High School District
- » Prairie Vista Lead Testing, Hawthorne USD
- » Environmental Support and Risk Assessment for school sites, San Dieguito Union High School District
- » Human Health Risk Assessment School Site, Pomona USD
- » Title 5 Hazard and Constraints Analysis for four school sites, Irvine USD
- » Title 5 Hazard and Constraints Analysis for school site, Rialto USD



KARL H. RODENBAUGH, DEnv

Senior Scientist

Karl's professional experience and education during the past 32 years have stressed a broad, interdisciplinary understanding of environmental science, natural resources, and regulatory compliance issues. He has been a technical liaison between public and private entities in the areas of water quality, public health, risk assessment, air quality, ecology, and hazardous waste management, and has been responsible for environmental assessment and field projects in the United States, Mexico, South America, Asia, and Europe. Karl has overseen assessments for groundwater, surface water, air, asbestos, and soil contamination. He has prepared Preliminary Environmental Assessments and Remedial Action Work Plans for numerous proposed school sites. He has also analyzed and developed plans and regulations for assessment and mitigation of air pollution impacts, classification of solid waste facility sites, and siting electric power plants and transmission lines.

Karl assessed the regulatory requirements, operational controls and health risk concerns of a proposal to reuse treated wastewater at school sites. He presented his findings to the school board for their consideration and approval of the proposal. He also recently completed a three-year project for a national electric co-op association that culminated in a comprehensive guidebook. This guide helps utility managers and staff to efficiently navigate the federal, state, and local regulatory requirements for siting electric power generation, transmission, and substation facilities. Karl also recently prepared the Utilities sections of various California Environmental Quality Assessment (CEQA) documents (EIRs) for city General Plan Updates and Special Plans.

HIGHLIGHTS OF EXPERIENCE

REGULATORY COMPLIANCE & STRATEGIC PLANNING

- » Evaluated regulatory requirements, operational controls, and health risks of a proposal to irrigate school sites with recycled water | Fillmore CA
- » Authored a guidebook to help electric co-ops navigate the siting process, avoid barriers and delays, and secure federal, state, and local approvals for siting electric facilities; prepared for a national association of co-op electric utilities | Arlington VA
- » Prepared over 50 radio frequency exposure assessments for proposed cell tower sites | California
- » Surveyed and evaluated all 50 state regulatory programs for siting/certification of electric transmission lines; a series of three studies from 1985 through 1990 prepared for a national association of investor-owned electric utilities | Washington DC
- » Managed a global compliance program for over 100 USTs, including agency interactions, site assessment, system upgrades, closure, remediation, and/or replacement with ASTs | Worldwide
- » Developed NPDES permit conditions for surface water discharges, hazardous waste treatment and Superfund facilities | Louisiana and Texas
- » Electric power plant and solid waste landfill, Storm Water Pollution Prevention Plans (SWPPPs) | Los Angeles County CA
- » Concord Tech Center SPCC Update and Regulatory Review, Bank of America
- » SPCC Plan for the Los Angeles Data Center, Bank of America

EDUCATION

- » DEnv, Environmental Science and Engineering, University of California, Los Angeles
- » MPH, Environmental Health Sciences, University of California, Los Angeles
- » BS, Biology, University of California, Riverside

CERTIFICATIONS

- » CA DPH Water Distribution Operator D2 (No. 41252)
- » CA DPH Water Treatment Operator T2 (No. 34781)

AFFILIATIONS

- » American Water Works Association
- » Environmental Science & Engineering Society
- » American Association for the Advancement of Science

Team member since 1983



- » NPDES Permitting Assistance, Fillmore, Griffin Industries
- » Groundwater Sampling and Analysis for Construction Dewatering Permit Application, Griffin Industries
- » NPDES Monitoring and Reporting, Griffin Industries

SITE INVESTIGATION

- » Proposed sedimentation basin near a Superfund site, groundwater quality assessment | Ventura County CA
- » Soil gas survey and correlated soil boring program to characterize subsurface solvent contamination | Los Angeles County CA
- » Site Contamination and Indoor Air Investigation, Mykotronx, Inc. | Los Angeles CA
- » Site contamination investigation, closure-in-place and conversion of diesel USTs to emergency water storage for data center | San Francisco CA

ENVIRONMENTAL & HEALTH RISK ASSESSMENTS

- » 300-acre development, human health risk assessment, diesel exhaust particulate matter (PM10) construction emissions | Ventura County CA
- » Evaluation of pollutants in water supply wells, private water company | California and Missoula MT
- » Spill prevention control and countermeasure plans for aboveground storage tanks | California and Arizona
- » Crude oil processing facility, air quality health risk assessment and site environmental evaluation | Orange County CA
- » SCAQMD Emissions Report, Los Angeles Data Center, Bank of America
- » UST Well Decommissioning Research, San Francisco Data Center, Bank of America

SCHOOL FACILITIES PLANNING

- » Rio Vistas Elementary School DTSC SSI Report | Fillmore USD
- » Review Proposal to Discharge Recycled Wastewater to FUSD Athletic Fields | Fillmore CA
- » Review of LNG Plant Project on behalf of Long Beach USD
- » Review of Long Beach Airport Expansion on behalf of Long Beach USD
- » Camp Hi Hill NEPA Reports for USFS Permit Renewal on behalf of Long Beach USD
- » On-Call services for the Mountainview Power Plant Expansion and Airport Expansion | Redlands USD
- » On-Call services for Cell Tower Radiation Assessment | Santa Ana USD

ARTICLES & PUBLICATIONS

- » 2007. Siting Electric Generation and Transmission Facilities: A Guide to Securing Federal, State and Local Approvals. Prepared for the National Rural Electric Cooperative Association, Arlington, Virginia.
- » 1995. Environmental Compliance Manual. Submitted to Bank of America, Corporate Real Estate, San Francisco, California.
- » 1991. Regulatory, technical, and practical considerations for setting enforceable limits in surface water discharge (NPDES) permits. Issue paper prepared for NPC Services, Inc., Baton Rouge, Louisiana. Submitted to the US EPA, Washington, D.C.
- » 1990. Review of State-Level Electric Power Transmission Line Siting Programs. Prepared for the Edison Electric Institute (EEI), Washington, DC. One of a series of nationwide surveys of state regulations governing electric power transmission facility siting processes, including EMF rules, performed by Dr. Rodenbaugh.
- » 1986. Subsurface NAPLs [non-aqueous phase liquids] transport at the CSSI Arlington, Oregon, hazardous waste site. Discussion paper submitted to the US EPA Region X, Seattle, Washington.
- » 1983. Merifield, P. M., W. D. Dritschilo, D. A. Bailey, K. H. Rodenbaugh, V. M. J. Ryden, and P. B. Schumann. Enhancement of habitats for the Yuma clapper rail and desert pupfish, Salton Sea, California. UCLA Environmental Science and Engineering Report No. 83-52.

KARL H. RODENBAUGH
Senior Scientist
krodenbaugh@placeworks.com



ROBERT KAIN

GeoSpatial Services Business Leader

Robert has over 15 years of planning experience, including 10 years of municipal planning experience with the Cities of Newport Beach and Dana Point. He is well-versed in advanced and current planning practices in both the public and private sector, and has an excellent understanding of the relationship between data management and its importance in achieving service delivery standards for the work of community development and public works departments.

Before joining PlaceWorks, Robert served as the manager of Community Design and GIS at Hogle-Ireland, where he managed and directed a team of professional urban designers, graphic artists, and GIS analysts in the production of a multitude of planning projects. Projects included the development of specific plans, design guidelines, place making and city identity building, economic development marketing collateral, website development, GIS land use analysis, policy map updates, and database integration.

HIGHLIGHTS OF EXPERIENCE

- » Century High School Athletic Field Improvements | Santa Ana CA
- » Diamond Ranch High School Remodel | Diamond Bar CA
- » DR Horton Residential Project | Claremont CA
- » Transit Loop Feasibility Study | Fullerton CA
- » Garey High School Remodel EIR | Pomona CA
- » Clovis General Plan Phases 4 and 5 | Clovis CA
- » City of Industry General Plan Update | Industry CA
- » Irvine Spectrum Strategic Planning | Irvine CA
- » Trail Assessment and GIS Mapping | Los Angeles County CA
- » La Habra General Plan Update | La Habra CA
- » Los Alamitos General Plan and EIR | Los Alamitos CA
- » Menifee New General Plan and EIR | Menifee CA
- » Pomona High School Remodel EIR | Pomona CA
- » San Bernardino County Housing Element | San Bernardino County CA
- » Town of Yucca Valley General Plan Update | Yucca Valley CA
- » Upland General Plan | Upland CA
- » Yucaipa 2035 General Plan Update and EIR | Yucaipa CA

PRIOR EXPERIENCE

- » Zoning Map Update | Rialto CA
- » City of Yorba Linda General Plan Land Use & Zoning Map Update | Yorba Linda CA
- » City of Hesperia General Plan Land Use & Zoning Map Update | Hesperia CA
- » Zoning Map Update | Nye County NV
- » Fire Mitigation Zone Mapping | Laguna Beach CA
- » Fire Station Response Zones Mapping | Laguna Beach CA
- » Marine Safety Zone Mapping | Laguna Beach CA
- » City of Riverside Sustainability Database | Riverside CA

AWARDS

- » 2014 SCAG Sustainability Excellence in Green Region | Lynwood Residential Design Guidelines

EDUCATION

- » BS, Urban and Regional Planning, California Polytechnic University, Pomona
- » AA, Architecture, Palomar College, San Marcos, CA

AFFILIATIONS

- » American Planning Association
- » Orange County GIS Users Group

Team member since 2012



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KIM HERKEWITZ

GIS Manager, Southern California

As GIS Manager, Kim participates in nearly every PlaceWorks project. She has significant experience combining and analyzing information from a variety of perspectives, and she is adept at mapping and analyzing that data for planning projects. She combines GIS with other applications such as Rhino 3D/RhinoTerrain, Mapbox/TileMill, and Javascript/HTML5 to highlight crucial information and make it more accessible. With a strong sense of logic, she creates elegant GIS protocols for a certain project or a type of project so that the same analysis can be repeated with variables—without losing its integrity.

Kim's design work is deceptively simple and always unique, distinguished by the accuracy of her eye and her rigorous aesthetic logic. Her meticulous attention to detail and balance are particularly evident in her theming work for projects and presentation graphics. She has worked on site and grading plans, illustrative and land use plans, 3D visualization and modeling, web design, and various types of presentations. She is proficient with CAD, SketchUp, Google Earth, Photoshop, InDesign, Illustrator, Dreamweaver, and Flash.

EDUCATION

» BS, Geography, California State University, Long Beach

Team member since 2006

HIGHLIGHTS OF EXPERIENCE

URBAN PLANNING

- » La Mesa Downtown Village Specific Plan | La Mesa CA
- » Rialto Airport Land Use Study | Rialto CA
- » Mammoth Crossings Planning Study and Specific Plan | Mammoth Lakes CA
- » Palm Springs General Plan Update and Downtown Urban Design Program | Palm Springs CA
- » Shafter-Lerdo Specific Plan | Bakersfield CA
- » Winchester Crossroads Specific Plan | Riverside County CA
- » Ferber Ranch Field Investigation | Orange County CA
- » Rio Bravo Ranch Site Plan Review | Bakersfield CA
- » Greenspot Village and Marketplace Specific Plan EIR | Highland CA
- » Hemet Stock Farm Specific Plan | Hemet CA

PROJECT BRANDING AND CREATIVE MEDIA

- » The Arboretum Specific Plan Project Branding and Graphics Package | Fontana CA
- » Artesia Corridor Specific Plan, Project Branding | Gardena CA
- » SCAG 2% Compass Blueprint Strategy Implementation Demonstration Projects: 3D Modeling and Visualization | Southern California

GRAPHIC DESIGN AND PACKAGING

- » Clovis General Plan Update and EIR | Clovis CA
- » El Monte General Plan / Development Code Update Graphics Package | El Monte CA
- » Centennial Specific Plan Graphics Package, Tejon Ranch | Los Angeles County CA
- » The Meadows at Cummings Valley Master Plan Graphics Package | Tehachapi CA
- » Renaissance Rialto Specific Plan Graphics Package | Rialto CA
- » Valley Trails Specific Plan Graphics Package | Fontana CA
- » Santa Ana General Plan Housing Element Update Graphics Package | Santa Ana CA
- » University Heights Specific Plan / Annexation Graphics Package | San Marcos CA



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HALLEY GRUNDY

Project Planner

Halley has a passion for creating livable communities that are grounded by thoughtful and realistic design. Her background in architecture and real estate development make her well versed in the ins and outs of design as well as the reality of market constraints and opportunities. Both are reflected in her inventive problem-solving approach. Her strong graphics skills help to communicate these ideas in a user-friendly manner that resonates with a broad audience.

Before joining PlaceWorks, Halley gained valuable experience in private retail development. She worked with national corporate retailers including CVS Pharmacy, Sprouts Farmers Market, and Chipotle to strategically plan market entry and site selection, as well as to secure entitlements approvals, and manage the design process.

EDUCATION

» BA, Architecture, Carnegie Mellon University

Team member since 2016

HIGHLIGHTS OF EXPERIENCE

- » Renaissance Specific Plan Amendment | Rialto CA
- » Valley Corridor Specific Plan | Bloomington CA
- » San Bernardino County General Plan | San Bernardino CA
- » Southeast Area Specific Plan | Long Beach CA
- » Quay Valley Master Plan | Kings County CA
- » De Anza Cove Revitalization Plan | San Diego CA
- » City of Carson Vision Plan | Carson CA
- » Seal Beach Tennis Center / Bluebell Park | Seal Beach CA

PRIOR EXPERIENCE

- » HighPointe Park | Thornton CO
- » NextCare Urgent Care | Thornton CO
- » Sprouts Farmers Market | Tulsa OK
- » Sprouts Farmers Market | Broken Arrow OK
- » Sprouts Farmers Market | Owasso OK
- » Sprouts Farmers Market | Rowlett TX
- » Retail Center | Moore OK
- » Retail Center | Bedford TX
- » CVS Pharmacy Strategy Planning and Site Selection | Phoenix MSA, AZ
- » CVS Pharmacy Strategy Planning and Site Selection | Salt Lake City MSA, UT
- » CVS Pharmacy Strategy Planning and Site Selection | Central Valley Region, CA
- » CVS Pharmacy Strategy Planning and Site Selection | San Francisco MSA, CA
- » CVS Pharmacy Strategy Planning and Site Selection | Los Angeles County CA
- » CVS Pharmacy Strategy Planning and Site Selection | Rural Areas, NM
- » CVS Pharmacy Entitlements | Various Locations throughout AZ, NM, NV

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William Delo AICP Principal-in-Charge

Mr. Delo is a Managing Principal of IBI Group and a Transportation Planner with over 16 years of experience in transportation planning and traffic engineering. Mr. Delo is an experienced project manager, responsible for the successful completion of numerous corridor studies to regional multi-modal transportation studies. His active transportation planning experience includes substantial work in the development of complete streets plans. His career experience has included extensive participation in public and agency outreach activities.

Representative Experience

Coast Highway Corridor Analysis, Oceanside, CA – On behalf of the City of Oceanside, IBI Group is working on a corridor analysis of Coast Highway in Oceanside, with the goal of transforming the street from a four lane auto-dominated corridor to a two-lane Complete Street. Proposed improvements include roundabouts, bike lanes, and improved sidewalks to increase the mobility and safety for all modes.

Orem State Street Corridor Master Plan, Orem, UT – Transportation task lead, examining the feasibility of implementing a multi-way boulevard with high capacity transit along State Street in the heart of Orem. Current roadway is control by UDOT and oriented towards automobile traffic. Study focusing on transforming the corridor to a complete street.

Arroyo Seco Parkway National Scenic Byway Corridor Management Plan, Los Angeles, CA – Mr. Delo was Deputy Project Manager and task lead for the transportation analysis for this project that involved the preparation of the Arroyo Seco Parkway Corridor Management Plan for Caltrans District 7. The Historic Arroyo Seco Parkway is typically cited as one of the first examples of a modern freeway. The traffic analysis included regional travel demand modeling, traffic impact analysis, and microsimulation of traffic conditions in the corridor to evaluate potential traffic operation and safety improvements proposed by the design team. The microsimulation effort was being completed by IBI Group using VISSIM.

Agua Caliente Section 14 Complete Streets Plan, Palm Springs, CA – Mr. Delo is the project manager for this study focused on the development of a Complete Streets plan and vision for the Section 14 Master Plan. This study is being conducted for the Agua Caliente Band of Cahuilla Indians. IBI's role includes the development of the Complete Streets chapter for the Master Plan and the completion of associated traffic and parking studies for proposed land use changes.

Evaluation of Pasadena Road Diets, Pasadena, CA – Mr. Delo was the project manager of study evaluating the performance of completed and planned road diet projects in the City of Pasadena. The analysis for the project included the completion of a multi-modal level of service analysis for each corridor, a SimTraffic simulation for a planned Road Diet, and a comprehensive report summarizing the findings of the technical analysis.

Education

B.A. (Environmental Analysis and Design),
University of California, Irvine, CA, 2000

Experience

2001–Present
IBI Group, Irvine, CA, Transportation
Planner/Associate

2000–2001
Civic Solutions, Inc. (City of Santa Monica, City of
Ontario, City of Rancho Santa Margarita),
Assistant Planner

1999–2000
Orange County Transportation Authority,
Orange, CA, Assistant Transportation Analyst

Memberships

American Planning Association

Awards and Publications

Certified Planner, American Institute of Certified
Planners #019993



Metro First and Last Mile Study, Los Angeles, CA – Mr. Delo is the deputy project manager for this study effort focused on developing a set of guidelines and policies for Metro and SCAG to follow in planning for first and last mile access to regional transit stations in Los Angeles County. The study includes examining conditions for bicycle and pedestrian access at 12 current Metro stations, and the development of design guidelines for future improvements.

Yosemite Mariposa Grove Visitor Shuttle Operations Plan, Yosemite, CA – Mr. Delo is the task lead for this study focused on developing an operating plan for a new shuttle service linking the Yosemite National Park South Entrance to the Mariposa Grove of Giant Sequoias. IBI is developing the operating plan based on visitation levels identified by the National Park Service and analyzing parking demand and traffic conditions associated with a proposed 275-space parking lot at the south entrance.

East Wilshire Avenue Bicycle Boulevard, Fullerton, CA – Project manager for this feasibility study examining alternatives for installing a bicycle boulevard along East Wilshire Avenue to link Downtown Fullerton and Cal State Fullerton. Project includes extensive community outreach and a two-week temporary mock-up of the preferred design concept.

Santa Ana General Plan Circulation Element, Santa Ana, CA – Mr. Delo is the deputy project manager of this current IBI Group effort to assist the City of Santa Ana in updating their General Plan Circulation Element. The update is being conducted to incorporate Complete Streets policies into the Element and to reflect current planning efforts for Streetcar in the city. The update is focused on rethinking the city's transportation network, focusing on moving people rather than cars, and making city streets safer for all users of the transportation system.

Michigan Avenue Neighborhood Greenway, Santa Monica, CA – Mr. Delo is IBI Group's task lead for the conceptual design element for this project, which is focused on the implementation of a neighborhood greenway along Michigan Avenue. The greenway would link the beach with Santa Monica High School and the Pico Union neighborhoods along Michigan Avenue. Strategies being evaluated include traffic calming, neighborhood traffic circles, and other bike improvements.

Districts 1 and 2 Bikeways Strategy, Orange County, CA – Building on the work performed in District 4, OCTA initiated regional bikeway planning efforts in Districts 1 and 2, an area including 13 cities in Western Orange County. Mr. Delo is the task lead for the development of the Feasibility Studies and is charged with overseeing the preparation of conceptual design plans for over 50 miles of bikeways in four separate corridors.

Figueroa Corridor Streetscape Plan, Los Angeles, CA – This project proposes to recreate the streetscape along Figueroa Street in Los Angeles between the Financial District/Staples Center and Exposition Park/USC. Primary project elements include a separated and protected bike lane, pedestrian improvements, and streetscape improvement. Mr. Delo is the task leader for the traffic analysis and traffic design portions of the work effort and is working closely with the Los Angeles Department of Transportation (LADOT) on the traffic study and traffic design elements.

College Connector Streetcar Feasibility Study, Fullerton, CA – Mr. Delo was the transportation task lead for IBI Group on this study evaluating the transportation and economic feasibility for a streetcar service linking Downtown Fullerton and California State University, Fullerton. The feasibility study evaluated alignment options, ridership demand, physical constraints, and transit technologies.

Berkeley Downtown Area Plan Transportation Analysis, Berkeley, CA – Mr. Delo was the project manager for this comprehensive traffic, parking, and transit analysis of Downtown Berkeley in support of an environmental impact report for the new Downtown Area Plan (DAP). Mr. Delo's work included an analysis of existing and future conditions for automobile traffic, transit services, pedestrian circulation, and bicycle circulation.



Mike Arizabal

Project Manager/Senior Transportation Planner

Michael Arizabal is a senior transportation planner with practical analysis and management experience. He has led the technical work for numerous transportation planning and traffic engineering projects in Southern California, and is an expert on all traffic analysis software and tools. Mr. Arizabal has a broad background of professional experience, focusing on transportation planning and traffic engineering, and specializing in corridor analysis, site access/circulation, transit planning, active transportation application, technical reports in support of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation, and traffic impact analysis of all modes of travel.

Representative Experience

Caltrans District 12, Interstate 5 from State Route 55 to State Route 57 HOV Improvement Project, Orange County, CA – Served as the primary technical analyst for the Project Approval/Environmental Document (PA/ED) phase of the HOV Improvement Project. The primary focus of this traffic assessment report was to provide a comprehensive and integrated analysis of the potential future operations of the four-mile section of the I-5 Freeway from the SR-55 to the SR-57, including freeway facilities, ramps, and local intersections. The purpose of the analysis was to inform the design of the freeway project based on Caltrans' Measures of Effectiveness (MOE) and levels of service (LOS). The strategies generally included the provision of a second HOV lane northbound and southbound with associated ramp and arterial improvements needed to accommodate the right-of-way for the HOV lanes. Specific strategies were employed to reduce bottlenecks at weaving sections of the freeway.

Orange County Transportation Authority (OCTA), State Route 55 (SR 55) Access Study, Costa Mesa, CA – Served as the primary staff in the analysis and identification of alternative transportation strategies through the Newport Boulevard (SR 55) corridor, from the current terminus of the SR 55 freeway south to 16th Street in Newport Beach. The current plan includes the construction of a limited-access freeway in this segment on an easterly alignment through homes and businesses in Costa Mesa. As a result of the significant potential impacts, the Orange County Transportation Authority (OCTA) facilitated a cooperative effort between Caltrans and the Cities of Costa Mesa and Newport Beach to identify alternatives. Using methodologies from each of the jurisdictions, seven alternative strategies were identified. As a result of the screening process, three strategies were recommended for further study.

Los Angeles County Metropolitan Transportation Authority (LACMTA), Green Line Extension AA, Los Angeles, CA – Assisting the environmental team by preparing the traffic and circulation impact analysis for the Alternatives Analysis (AA) Report. The analysis included impacts to the street network from the potential extension of the Metro Green Line through the Harbor Subdivision. The analysis also included an assessment of current and future parking facilities and transit system.

Education

B.S. (Civil Engineering)
University of California, Irvine, CA, 2004

Experience

2015–Present
IBI Group, Irvine, CA, Senior Transportation Planner

2009–2015
AECOM, Orange CA, Senior Transportation Planner

2004–2009
LSA Associates, Inc.,
Irvine, CA, Transportation Engineer

Memberships

Institute of Transportation Engineers (ITE)

American Society of Civil Engineers (ASCE)

Orange County Traffic Engineering Council
(OCTEC)

References

OCTA Transit Centers Modernization and Parking Management Study, Cliff Thorne, 714-560-5975

Century Boulevard Reconstruction, Keith Lockard, 310-412-5383

Tehachapi City-Wide Traffic Model, Jay Schlosser, 661-822-2200



Los Angeles County Metropolitan Transportation Authority (LACMTA), Eastside Extension EIR/EIS, Los Angeles, CA – Assisting the environmental team by preparing the traffic and circulation impact analysis for the DEIR/DEIS. The traffic impact analysis evaluates intersection, highway, and roadway conditions for existing and future scenarios (with and without project), and any potential impacts to parking, bicycle/pedestrian facilities, freight, and transit. Mitigation measures to reduce or eliminate any impacts will be recommended.

City of Santa Ana General Plan Circulation Element, Santa Ana, CA – Mr. Arizabal led the technical effort to assist the City of Santa Ana in updating their General Plan Circulation Element. The update is being conducted to incorporate Complete Streets policies into the Element and to reflect current planning efforts for the Streetcar in the City. The update is focused on rethinking the City's transportation network, focusing on moving people rather than cars, and making City streets safer for all users of the transportation system.

Paso Robles Gateway Project, Traffic and Circulation Study, Paso Robles, CA – Served as the lead technical advisor in the peer review effort for the traffic and circulation study for the Paso Robles Gateway Project adjacent to the US 101/SR 46 West interchange. The project included a land use mix of hotel, commercial retail, and residential lots and focused on the interaction of all land uses and modes of travel. Work effort included coordination with Caltrans, City of Paso Robles, and County of San Luis Obispo.

Century Boulevard Reconstruction Project, Inglewood, CA – Mr. Arizabal served as the primary technical analyst on the Century Boulevard Reconstruction Project on behalf of the City of Inglewood and the Los Angeles County Metropolitan Authority. The purpose of the project was to enhance flow of traffic and increase level of safety for motorized vehicles and pedestrians alike. Other benefits included improved security enforcement as a result of the improved lighting illumination in the area, reduction of excess fuel emissions, which improves air quality, and calmer traffic flows. The traffic analysis investigated opportunities and constraints to provide a corridor that was consistent with the City's "Complete Streets" objective and vision - streets that intertwine all modes of traffic (vehicular, bicycle, pedestrian) while promoting enhanced mobility and safety.

Rancho Santiago Community College District, Santa Ana College Master Plan Traffic Study, Santa Ana, CA – Conducted traffic impact analysis for the proposed Master Plan build out of Santa Ana College in the City of Santa Ana. The traffic study identified the short- and long-term traffic impacts and determined mitigation as required for California Environmental Quality Act (CEQA) compliance and was prepared in accordance with the objectives and requirements of the City of Santa Ana's General Plan Circulation Element. Special analysis included a detailed site access evaluation and peak hour link analysis along study area roadway segments.

City of Anaheim, Fixed Guideway EIR/EIS, Anaheim, CA – Serving currently as the primary staff for traffic planning and operations for the Anaheim Fixed Guideway study. Conducted a technical review of the ridership forecasts for two project alternatives to determine preliminary traffic assignments and trip diversion. Currently preparing a traffic impact analysis consistent with the requirements of the City of Anaheim and Caltrans guidelines.

City of Placentia, Orange County Gateway (OCG) Draft EIS/EIR, Placentia, CA – Assisted the project team with the preparation of the traffic, transportation, pedestrian, and bicycle facilities section of the draft EIS/EIR. The analysis identified traffic and circulation impacts to state highways, local arterial streets, transit operations, and bicycle and pedestrian facilities within the OCG study area consistent with the CEQA guidelines Appendix G checklist. Measures of evaluation included daily traffic volumes, intersection levels of service (LOS), vehicular traffic delay estimates, rail volume and corresponding delay, transit disruption, and bicycle and pedestrian blockage. Project documentation was prepared in compliance with both the CEQA and the National Environmental Policy Act (NEPA).

Amy Frank P.E., LEED AP Transportation Engineer

Ms. Frank is a Transportation Engineer with over four years experience in the Land Development sector of Civil Engineering and five years of experience in Transportation Engineering, projects ranging from small-scale residential and commercial development to roles in roadway design, signal and striping design, stage construction layouts, bus stop projects, and other transit projects. Ms. Frank's area of expertise lies within signal design, stage construction planning, precise grading, wet utility plan and profile design, and limited exposure to; rough grading, hydrology, street plan and profile layouts. Project participation includes conceptual engineering, preliminary engineering, and final design. Software knowledge includes AutoCAD 2002, 2006, and 2008, 2011, and Microstation v8. Design software experience includes Land Desktop, InRoads, AutoTurn software, and WSPG Hydrology.

Representative Experience

MyFigueroa, Los Angeles, CA – Ms. Frank provided design support in the traffic signal and signing & striping design for the Figueroa Corridor Streetscape Project. Figueroa Street is a major thoroughfare that serves as an alternative to the Interstate 110 freeway in downtown Los Angeles. It also provides access to Staples Center, the Los Angeles Convention Center, Exposition Park, the University of Southern California (USC). The Los Angeles Department of Transportation (LADOT) is looking at ways to enhance Figueroa Street to better serve the mix of pedestrians, bicycles, vehicles, transit and businesses that utilize the corridor. Ms. Frank is responsible for the design support of 28 traffic signals to implement cycle tracks with protected right and left-turn phasing to separate bicycle and vehicular flows, and Class II bike lanes. The project is ongoing and the goal is to better serve pedestrians, cyclists, and transit riders by implementing a safe, inviting, and unique public realm.

Monrovia Station Square, Monrovia, CA – Ms. Frank provided design support in the signing and striping, traffic signal design, and traffic handling plans for the off-site improvements on the Monrovia Station Square Project. The Gold Line Foothill Extension Construction Authority (the "GLCA") is in the process of expanding the Gold Line light-rail system from its current terminus in East Pasadena to Azusa. As a result, the Gold Line Operations Campus, a GLCA public parking structure, and a station platform stop will be located in the City of Monrovia. This area is identified as the Station Square Transit Village Planned Development Area. Additionally, the City will be constructing public improvements in the off-site area to complement the on-site work at Station Square. The proposed improvements include: street improvements, undergrounding of utilities, freeway beautification, sidewalks, streetlights, signals, signing & striping, landscaping, bus stop improvements, and open space. The project is currently ongoing.

Education

B.S., Civil Engineering, University of Iowa, 2003

Experience

2008–Present

IBI Group, Irvine, CA, Transportation Engineer

2004 - 2008

RBF Consulting, Irvine, CA, Assistant Engineer, Design Engineer

2003 – 2004

Iowa Institute of Hydraulic Research, Iowa City, IA, Intern

2001 – 2001

HSR Associates, Madison, WI, Intern

Memberships & Registrations

American Society of Civil Engineers (ASCE)

Chi Epsilon Civil Engineering Honor Society

Registration

P.E. License

LEED AP



Crenshaw LRT, Los Angeles, CA – Ms. Frank provided design support for the advanced conceptual and preliminary engineering stages on the Crenshaw Light Rail Transit (LRT) project in Los Angeles, CA. The project is ongoing and includes engineering work to implement a light rail transit system that will provide an eight-mile long connection from the Metro Green Line at LAX to the Exposition Rail Line. The tasks performed included: preparation of striping and traffic control during construction plans, and providing design support for the CPUC Permit Application Drawings. All tasks followed a very challenging project timeline.

C-Street At Grade Crossing & Traffic Synchronization Improvement Project, San Diego, CA – Ms. Frank provided design support for the traffic signal and striping design on the C-Street project in San Diego, CA. The project is ongoing and includes signal work at three different intersections and new striping along the street-running light rail transit. The tasks performed included: aiding in the signal plan layout to safely handle both LRT/vehicular traffic in conjunction with pedestrians, and creating the accommodating striping plans.

I-5/Jamboree Road Widening, Irvine and Tustin, CA – Ms. Frank provided design support for the preliminary engineering stages on the I-5/Jamboree Road Widening Project in Irvine and Tustin, CA. The project is ongoing and includes engineering work to provide an additional lane along Jamboree Road in the bottleneck region between Michelle Drive and El Camino Real. The tasks performed included: gathering of as-built information, field inventories to verify the location of vaults/pull-boxes and signal equipment, preparation of the cross section and street profile plans, and compilation of the engineer's cost estimate. Various challenges associated with this project include: creating a design that results in minimal impact to the existing utilities, generating a stage construction schedule that will be most suitable for construction workers and traffic, and following a rather challenging project schedule.



David Chew

Transportation Planner

Mr. Chew is a Transportation Planner at IBI Group with 6 years of experience in transportation planning and traffic engineering. His experience in planning and engineering includes the preparation of specific plans, long range transportation plans, traffic impact analyses, and transportation modeling. His skills include geospatial analysis and data visualization with ArcGIS, traffic analysis, modeling, and microsimulation using a range of traffic analysis and modeling software. As a transportation professional, Mr. Chew is current on CEQA and NEPA documentation including VMT legislation.

Representative Experience

Metro Green Line Extension Connectivity Study, Los Angeles, CA – The Southern California Association of Governments (SCAG), in conjunction with the Los Angeles County Metropolitan Transportation Authority (Metro) and the cities of Norwalk and Santa Fe Springs, initiated a planning study to identify and evaluate feasible alternatives for extending the Metro Green Line from its existing terminus to the Norwalk/Santa Fe Springs Metrolink Station. Mr. Chew is currently working with the SCAG and Metro to develop and model ridership estimates using the SCAG regional travel demand model for various scenarios and alternatives.

West Carson Transit Oriented District Specific Plan, West Carson, CA – IBI Group is conducting the traffic analysis for the West Carson Transit Oriented District Specific Plan in West Carson. The project area covers approximately 418 acres in the unincorporated area of West Carson. Mr Chew is conducting traffic analysis for baseline and future conditions using Intersection Capacity Utilization (ICU) methodologies and the SCAG regional traffic model.

Santa Ana/Garden Grove Streetcar Traffic Analysis, Santa Ana, CA – IBI Group is conducting updates to the traffic impact analysis for the Santa Ana/Garden Grove Fixed Guideway (Streetcar) project. Mr Chew is conducting baseline and future traffic impact analysis and microsimulation (VISSIM) with at-grade crossings and traffic signal priority to evaluate impacts on traffic conditions. Analyses include using Highway Capacity Manual (HCM) 2010 and Intersection Capacity Utilization (ICU) methodologies.

County of Orange Facilities Strategic Plan Traffic Analysis, Santa Ana, CA – IBI Group is conducting the traffic analysis for the County of Orange Facilities Strategic Plan in Santa Ana. The project includes the demolition, renovation, and construction of various government buildings. Mr Chew is conducting the traffic analysis for baseline and future conditions using Highway Capacity Manual (HCM) 2000 and Intersection Capacity Utilization (ICU) methodologies.

Coast Highway Corridor Parking Study, Oceanside, CA – IBI Group is conducting corridor analysis of Coast Highway from State Route 76 to the southern City Limits. The objective of the study is to examine the operational feasibility of roundabouts and changes in lane configurations to create a more pedestrian-friendly corridor. The traffic analysis is examining 2035 traffic volumes and land uses, consistent with a specific plan adopted for the corridor. The parking management plan is identifying revised parking standards, opportunity sites for public parking resources, and strategies for better managing parking demand in the corridor.

Education

M.U.P. (Masters of Urban Planning), California State University, San Jose, CA 2013

B.A. (Environmental Analysis and Design), University of California, Irvine, CA 2008

Experience

2015-Present

IBI Group, Irvine, CA Transportation Planner

2012-2015

CDM Smith, San Francisco, CA Transportation Planner

2011-2012

City of San Jose, San Jose, CA, Transportation Modeling and Analysis Intern

Memberships

American Planning Association



Oak Glen Creek Specific Plan Traffic Analysis, Yucaipa, CA – Mr. Chew conducted the traffic analysis for the Oak Glen Creek Specific Plan in Yucaipa. The project included the construction of residential units and various office related uses. Mr Chew conducted traffic analysis for baseline and future conditions using SANBAG's regional model and Highway Capacity Manual (HCM) 2000 methodologies.

Downtown Transit Layover Facility Traffic Analysis, San Diego, CA – Mr. Chew conducted the traffic analysis for the Downtown Transit Layover Facility Project in San Diego. The project included the construction of a bus layover facility with TOD development. The traffic analysis examined existing, opening year (2019), and future year (2035) traffic volumes for two potential site locations.

OCTA Transit Center Modernization and Parking Management Study, Orange County, CA – Mr. Chew is evaluating existing parking and pedestrian amenities (including access, security, and lighting) at local transit centers and park and ride facilities. The purpose of the project is to increase ridership by enhancing the passengers experience through improved security measures, passenger amenities, and parking management. Mr. Chew's role includes research, analysis, and mapping of various data for presentation and recommendations.

Metropolitan Bakersfield Transit Center Study, Bakersfield, CA – Mr. Chew worked with the Kern Council of Governments (Kern COG), in collaboration with Golden Empire Transit District (GET) and Kern Transit, to study and identify suitable locations for transit centers within Metropolitan Bakersfield. Mr. Chew provided support for demographic analysis, review of existing transit network, assistance with public outreach, application of projected employment and population growth, and GIS mapping and analysis of data.

Laguna Beach Downtown Specific Plan Area Parking Actual Demand Study, Laguna Beach, CA – Mr. Chew is working with the City of Laguna Beach to form the basis for minimum parking requirements relative to land use and provide recommendations to optimize usage of parking resources. Work efforts include analysis and GIS mapping of parking data and an evaluation of existing land uses to develop actual parking demand rates.

Santa Ana Regional Transportation Center Parking Management Strategies Study, Santa Ana, CA – Santa Ana Regional Transportation Center (SARTC) is a multi-modal transportation center, serving Metrolink commuter rail, Amtrak, inter-city bus, and local bus travelers. The station also includes restaurants and city offices. Working with the City of Santa Ana, Mr Chew provided analysis of existing parking demand for the station and identified appropriate pricing strategies for the station for existing and future conditions.

Roosevelt to Downtown HCT Project, Seattle, WA – Mr. Chew worked with the Seattle Department of Transportation (SDOT) to explore options for high capacity transit (HCT) along the Roosevelt to Downtown Corridor. The study evaluated all transit modes, including bus, rail, and pedestrian. Mr. Chew conducted a pedestrian analysis evaluating connectivity and overall quality of the pedestrian realm along the corridor.

MTC Value Priced Parking (VPP) Project, Oakland, CA – Mr Chew was an analyst working with the Metropolitan Transportation Commission (MTC) to conduct a regional policy analysis and develop a local jurisdiction toolbox. The Project's goal was to establish a regional parking database framework to structure the organization of and assess parking data; collect parking and related data; integrate data into the framework; build and use land use and transportation models to evaluate alternative approaches to regional parking pricing; and develop parking analysis tools for local jurisdictions.

Cathy Chea AICP Transportation Planner

Ms. Chea is a Transportation Planner at IBI Group who specializes in the strategic planning and implementation of multimodal transportation and TOD projects. Her experience includes projects ranging from transit planning, complete streets, multimodal corridor studies, TOD and station area planning, traffic impact studies, and parking studies. In addition, Ms. Chea's expertise also includes land use planning, geospatial analysis and data visualization with ArcGIS, and financial forecasting and analysis. Ms. Chea applies her background in transportation and land use planning to design truly balanced and sustainable transportation systems and communities.

Representative Experience

L.A. Metro Transit Supportive Planning Toolkit, Los Angeles, CA – IBI Group was tasked with assisting Metro in creating a Transit Supportive Planning Toolkit, an online resource for planning and implementing transit supportive projects in cities across Los Angeles County. The toolkit is designed to deliver immediate access to a comprehensive databank of regulatory and planning policy strategies ranging from land use, transportation, environmental, economic development, and more through an easy-to-use online platform. Ms. Chea served as the Mobility Lead for this project and was responsible for providing technical expertise in the development of the transit supportive policy and regulatory tools, best practice strategies, and case studies related to multimodal transportation, parking, and transportation demand management.

Orange County Active Transportation Plan, Orange County, CA – IBI Group was tasked with assisting the Orange County Transportation Authority (OCTA) in developing the first ever countywide Active Transportation Plan. Ms. Chea serves as the Active Transportation Planning Lead in this on-going project with OCTA, providing her technical expertise in the planning, design, prioritization, and implementation of active transportation projects. Ms. Chea is also responsible for overseeing tasks related to spatial and data analysis using ArcGIS.

City of Tustin Transit Circulator Feasibility Study, Tustin, CA – The City of Tustin is interested in studying the feasibility of implementing a local transit circulator service that would improve connectivity to key destinations. Ms. Chea was responsible for assessing existing transportation resources, analyzing demographic data and travel behavior to determine transit service needs, and developing and conducting community outreach surveys to better understand the mobility needs of the community. She was also responsible for providing technical support in the development of potential transit solutions and strategies for the City, which included analyzing the potential for micro-transit solutions and partnerships with TNCs.

Metro Vermont BRT Rail Conversion Feasibility Study, Los Angeles, CA – Metro is interested in evaluating two BRT concepts

Education

Masters of Urban and Regional Planning,
University of California, Irvine 2014

Bachelor of Arts Psychology,
University of California, Los Angeles, 2005

Experience

2014–Present

IBI Group, Irvine, CA, Transportation Planner

2013–2014

Long Beach Transit, Service Development Intern

2013

City of Sacramento, Community Development Intern

2008–2012

Bio-Rad Laboratories, Financial Analyst

2005–2008

Perry-Smith LLP, Senior Financial Audit Associate

Memberships

Women's Transportation Seminar

American Planning Association

Registrations

Certified Planner, American Institute of Certified Planners #29429



developed for the Vermont corridor and their potential for rail service conversion in the future. The project involves identifying potential opportunities and constraints in designing the BRT system to better facilitate future rail conversion. For this project, Ms. Chea is responsible for providing technical support in the analysis of project benefits/constraints, operating scenarios, cost effectiveness, preliminary traffic impacts, and potential parking loss. Ms. Chea is also responsible for identifying opportunities to improve first-last mile connections to the proposed stations as well as identifying opportunities to facilitate and promote transit-oriented communities.

SCAG Norwalk Green Line Extension, Norwalk, CA – SCAG, in conjunction with Metro and the Cities of Norwalk and Santa Fe Springs, has initiated a planning study to identify and evaluate feasible alternatives for extending the Metro Green Line east from its existing terminus at the Norwalk Station to connect to the Metro/Santa Fe Springs Metrolink Station. For this project Ms. Chea was responsible for assessing regional and local travel patterns, analyzing origin-destination data from the SCAG Traffic Model, identifying the corridor's key mobility challenges, quantifying existing and future baseline conditions, and evaluating local and regional demographics to determine the project's purpose and need.

Mariposa Grove Transit Implementation Plan, Yosemite National Park – In an effort to reduce vehicle miles traveled as well as to restore the natural environment and minimize the carbon footprint at the park, Yosemite National Park has contracted IBI Group to develop a new shuttle service that would transport park visitors between the South Entrance and Mariposa Grove. For this project, Ms. Chea was responsible for developing the Transit Implementation Plan, which details the shuttle service plan, operator runs, and operation and maintenance costs for ten different operating scenarios.

Long Beach Transit Safety Study, Long Beach, CA – Improving transit safety is a key goal of Long Beach Transit's daily operations. For this project, Ms. Chea was responsible for identifying location patterns of transit accidents using ArcGIS. Additionally, Ms. Chea also analyzed correlations between accident frequency, vehicle type, and accident type, which included accidents involving active modes of transportation. As a result of the study, six high accident risk corridors were identified throughout the City of Long Beach and the transit agency developed a new transit operator training program focusing on safety measures specific to the high risk corridors.

Riverside Streetcar Feasibility Study, Riverside, CA – The City of Riverside was interested in studying the feasibility of implementing a streetcar system that would connect the community with various key destinations throughout the city. For this project, Ms. Chea was responsible for providing technical support for the alternatives analysis phase of the project. She was responsible for analyzing the land use compatibility, noise impacts, connectivity to existing transit, as well as circulation and traffic impacts for each of the proposed streetcar routes. Ms. Chea was also responsible for providing data visualization and geo-spatial analysis using ArcGIS.

West Carson TOD Specific Plan, West Carson, CA – The West Carson TOD Specific Plan focuses on developing vibrant and healthy places and redesigning streets so they are safe and user friendly for all modes of transportation. The Plan also focuses on redesigning the existing streetscape to complement the proposed future land use in order to attract new investments that will further leverage the existing station. Ms. Chea was responsible for analyzing existing conditions related to the street, transit, bicycle, and pedestrian network, and identifying strategies that would complement the proposed land uses, improve multimodal connections and increase transit ridership. This task included providing in-depth corridor analyses, developing street design concepts, as well as identifying land use and transportation policies to facilitate a safe and efficient multimodal network.

Central Pointe Station Master Plan, South Salt Lake, UT –For this project Ms. Chea was responsible for developing first and last mile solutions for the transit station by analyzing existing bikeway, pedestrian, and transit infrastructure, and by identifying strategies that would not only enhance mobility, but also leverage existing infrastructure. Ms. Chea was also responsible for developing a set of parking management strategies to optimize the utilization of parking resources within the area.

Yonathan Esquivel E.I.T. Transportation Engineer

Mr. Esquivel is a Junior Transportation Engineer at IBI Group who has been involved in a variety of traffic/transportation engineering and transportation planning projects. His experience includes projects such as traffic impact analyses, circulation studies, transit feasibility studies, traffic control plans, and traffic signal design and modifications.

Representative Experience

TRIP Centennial Corridor, Bakersfield, CA – Transportation engineer assisting in the preparation of design plans for several elements of the local streets improvement package. The project involves an extension of State Route 58 beyond State Route 99 to provide a continuous route to the Interstate 5 freeway in Bakersfield, CA. The extension requires improvements to the local streets in order to accommodate the additional use of right-of-way for freeway mainline and ramp construction. Additionally, the Thomas Roads Improvement Program (TRIP), a cooperative effort between the City of Bakersfield, County of Kern, Caltrans and the Kern Council of Governments, is interested in re-purposing the remnant parcels of land along both sides of the freeway to create a Class I multi-use path. The Centennial Corridor Pedestrian and Bicycle Path Planning and Feasibility Study aimed to identify the best route for the proposed bicycle path. The local streets improvement plans involve extensive design of the new street profiles, sidewalks, ADA curb ramps, signing and striping, and tie-ins to existing ground.

Figuroa Corridor Streetscape Project, Los Angeles, CA – Transportation engineer assisting with development of traffic signal modification plans in addition to signing and striping plans. The Figuroa Corridor Streetscape Project explores streetscape opportunities along Figuroa Street between 7th Street and 41st Street. The project considered a range of improvements such as sidewalk widening, pedestrian plazas, landscaped parkways with street trees and pedestrian lighting, bike lanes, cycle tracks buffered by on-street parking, storm water infiltration, new transit stops, street furniture, and district signage.

Metro Gold Line Foothill Extension Phase I, Los Angeles, CA – Transportation engineer assisting in the preparation of conceptual design for parking garages for the Metro Gold Line Foothill Extension. The project extended the rail line from its previous terminus in Pasadena through the cities of Arcadia, Duarte, Irwindale, Monrovia and Azusa. Several alternative designs were developed to improve operational and cost efficiencies, garage location, orientation and design features. Elements of the work included preliminary site plans with access/egress locations, parking layout and internal circulation for both surface and garage facilities, rough order of magnitude (ROM) cost estimates, and for the garages – cross sections showing internal ramping system, elevation view, and identification of aesthetic enhancement features for the garages. All six facilities and their alternatives were designed to Los Angeles Metropolitan Transportation Authority (METRO) specifications and design criteria.

Education

B.S. Civil Engineering – Transportation Systems,
University of California – Irvine, Irvine, CA, 2016

Experience

July 2016 – Present

IBI Group, Irvine, CA, Junior Transportation
Engineer

June 2014 – July 2016

IBI Group, Irvine, CA, Transportation Engineering
Intern

June 2012 – September 2012

City of Riverside, Riverside, CA, Traffic
Engineering Intern

Memberships

Engineer-In-Training (EIT), California Board of
Professional Engineers and Land Surveyors, CA
No. 160061

Institute of Transportation Engineers (ITE)

American Society of Civil Engineers (ASCE)



Wilshire Avenue Bike Boulevard, Los Angeles, CA – Traffic engineer assisting in the development of concept plans and cost estimates for a bike boulevard. The City of Fullerton is proposing to construct a bicycle boulevard along Wilshire Avenue near downtown Fullerton. The goal of the project is to improve bicycling conditions along the corridor and create an environment that allows for the safe and efficient movement of bicycle and vehicular traffic. The project also involved developing a bicycle boulevard handbook that will serve as a design reference for any future bicycle boulevard projects. As a part of the project, temporary traffic calming measures were implemented along the corridor to study their impacts on traffic volumes and speed.

Section 14 Circulation and Streetscape Plan, Palm Springs, CA – Traffic engineer assisting in the development of the circulation and streetscape component for the Section 14 Specific Plan. The plan provided Complete Street designations and concept plans for the lane configuration of the city network. Conceptual plans for bike facility striping and angled parking were provided; cost estimates for concept alternatives were developed as well.

Coast Highway Corridor Study, Oceanside, CA – Traffic engineer assisting in the traffic impact and VMT analyses. IBI Group was tasked with conducting a corridor analysis of Coast Highway from State Route 76 to the southern city limits. The objective of the study is to examine the operational feasibility of roundabouts and changes in lane configuration to transition the corridor to a Complete Streets configuration featuring bike lanes and other pedestrian amenities.

West Carson TOD Specific Plan, West Carson, CA – Traffic engineer assisting in the traffic impact and VMT analyses. The analyses considered the effects of project traffic in relation to the existing and proposed land use zoning adopted in the City of West Carson Specific Plan. The impact on study intersections was assessed, and mitigation measures proposed.

Irvine Unified School District Traffic Study, Irvine, CA – Traffic engineer assisting in the preparation of a traffic study for a proposed K-8 school in Irvine, California. The study was to assess the traffic impacts of the school in the future year conditions using ITAM-15 generated traffic. The study provided an intersection, queue, and link analysis of the study area.

Costa Mesa High School Stadium Traffic Study, Costa Mesa, CA – Traffic engineer assisting in the assessment of traffic impacts due to the addition of the proposed stadium. The Newport-Mesa Unified School District is planning to build an athletic stadium on the Costa Mesa High School (CMHS) campus. The stadium would be constructed where an existing track and field is currently located, providing 1,000 bleacher seats. Roadway modifications or changes to site access and circulation were not planned.

I-805/47th Street BRT/LRT Station PEAR and PSR-PDS, Los Angeles, CA – Technical analyst assisting in the preparation of transit ridership and transfer data. The project proposes to evaluate three alternatives (one in-line and two off-line station alternatives with their accompanying bus priority lane) to provide the BRT operation with a stop at the Orange Line 47th Street Trolley Station. The project purpose is to provide the nearby community with access to the new BRT service on the future I-805 Express Lanes to improve access to regional transit services, facilitate regional system connectivity between the Orange Line Trolley and I-805 BRT services, enhance community mobility, and improve access to jobs inside and outside of the community. As part of the project, IBI Group prepared conceptual station plans for the three alternatives with a level of detail sufficient to support the PSR-PDS to determine costs, right-of-way, transit and traffic impacts, and environmental impacts.

VTA Bus Facility Conceptual Plans, Santa Clara, CA – Traffic engineer assisting in the development of conceptual plans for transit facilities following the initial preparation for the Santa Clara Valley Transportation Authority (VTA) 2010 Facilities Master Plan by IBI Group, which examined the existing conditions at the bus maintenance, light rail maintenance, paratransit, and administrative facilities owned and operated by VTA. Concepts were to provide adequate facilities for VTA's future needs given plans for service expansion, changes to vehicle fleet mix, and changes to service patterns. Conceptual plans also quantified the facility improvements in order to provide cost estimates for the concept alternatives.





PALEONTOLOGY - ARCHAEOLOGY - HISTORY

SHERRI GUST, RPA
Principal Investigator for Archaeology and Paleontology

EDUCATION

1994 M. S., Anatomy (Evolutionary Morphology), University of Southern California, Los Angeles
 1979 B. S., Anthropology (Physical), University of California, Davis

SUMMARY QUALIFICATIONS

Ms. Gust is a Registered Professional Archaeologist (RPA) with 36 years of experience. At Cogstone, she has managed numerous transportation-related projects and task orders for Caltrans and has experience with street, roadway, interchange, bridge, and grade separation projects involving archaeological and historic resources. She has managed multiple projects with Caltrans as the lead agency and is knowledgeable of the processes and procedures required to obtain NEPA, NHPA Section 106 and CEQA environmental approvals. Ms. Gust meets the qualifications required by the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation* and the standards outlined in Attachment 1 to Caltrans Section 106 Programmatic Agreement with the FHWA; and Chapter 1, Volume 8, on paleontology and Chapter 2 on cultural resources, of the Caltrans Standard Environmental Reference (SER). She is accepted as a principal investigator for both prehistoric and historical archaeology by the State Office of Historic Preservation's Information Centers..

SELECTED PROJECTS

Purple Line Extension (Westside Subway), Metro/FTA, Los Angeles. The project involves extension of the subway from Wilshire/Western to the VA Facility in Westwood for 9 miles. Cogstone prepared the supplemental Archaeology and Architectural History Reports and the cultural and paleontological sections of the FEIS/FEIR. Cogstone subsequently prepared the cultural and paleontological mitigation and monitoring plans for the entire project. Currently providing monitoring and all other cultural and paleontological services for Section One of the project. Sub to WEST. Program Manager/QA&QC. 2011-present

SR-138 Palmdale Boulevard Improvements (Sierra Highway), Caltrans District 7 Palmdale, Los Angeles County, CA. The project involves widening and modifying three southbound lanes on Sierra Highway to Avenue R at the railroad crossing. Managed a cultural resources assessment to support the Project environmental documents (IS/MND) in compliance with NEPA and CEQA. Services for this Local Assistance Project, on behalf of the City of Palmdale, included records search, Sacred Lands File search, Tribal consultation, intensive-level field survey, finalization of the APE map in concurrence with Caltrans District 7, and preparation of an ASR technical report. Sub to Parsons. Program Manager/QA&QC. 2015-2016

High Desert Corridor, Caltrans Districts 7 & 8, Los Angeles and San Bernardino Counties, CA. The project was a proposed new 63 mile long freeway and rail line from SR 14 in Palmdale to SR 18 in Apple Valley. The documents produced were Historical Properties Survey Report, Archaeological Survey Report, Historical Resources Evaluation Report, Extended Phase I Testing Report for three sites, Extended Phase I and Archaeological Evaluation Report for 20 Phased Sites and one District, Supplemental Historic Properties Survey Report and Archaeological Survey Report, Finding of Effect, Programmatic Agreement, Historic Properties Treatment Plan and combined Paleontological Identification and Evaluation Report. Sub to Parsons Transportation. Program Manager/QA&QC. 2013-2015

Historical Sites Preservation, Veterans Affairs Long Beach Healthcare System, Long Beach, Los Angeles County, CA. The undertaking involved eleven projects, divided into two construction phases for improvements to the campus. Cogstone conducted evaluation of all buildings on campus and determined recommended none were eligible for the National Register and SHPO concurred. One National Register-listed prehistoric archaeological site, the Puvungna Indian Village, is known on the campus. Documents prepared were Evaluation Report, POA, MOA, HPTP with monitoring. Prime. Program Manager/QA&QC. 2014-15

Pasadena General Plan EIR, City of Pasadena, CA. The project was updating the city-wide general plan. Managed assessment work including record searches, Native American consultation, and research and prepared report with programmatic mitigation. Sub to Place Works. Program Manager/QA&QC. 2014

Alamitos Park, Caltrans District 7, Long Beach, Los Angeles County, CA. The City proposes to develop Alamitos Park and associated roadway improvements near the intersection of Martin Luther King Jr. Avenue and 7th Street. Prepared HPSR/ASR/HREER technical reports to Caltrans standards, including an Area of Potential Effects (APE) map of the 23.6-acre project for FHWA/Caltrans under compliance with Section 106 for the City of Long Beach. Sub to RB. Program Manager/QA&QC. 2013-2014

Westminster Avenue Improvements Project, Caltrans District 12, Seal Beach, Orange County, CA. Managed literature and Sacred Lands search, NAHC consultation, field survey, and technical reports (HPSR/ASR) for roadway and bicycle lane improvements on behalf of the City of Seal Beach. NHPA Section 106 compliance. QA&QC. 2013-2014

Santiago Canyon Bridges Repair, Trabuco Canyon, Orange County, CA. Provided a due diligence cultural resources record search and brief report to meet United States Army Corps of Engineers (USACE) requirements. Cultural tasks involved archaeological Phase I assessment including record search, Native American consultation, survey, impact analysis and recommendations. The purpose of the project is to repair damages in order to extend the longevity of nine bridges. Five bridges are subject to federal laws including Section 106 because they require USACE permits. The remaining four bridges are on county land and subject to state laws. The County of Orange is the CEQA lead agency. Sub to RBF Consulting. Program Manager/QA&QC. 2012-2013

Avenue R, Caltrans District 7, Palmdale, Los Angeles County, CA. Caltrans District 7, in cooperation with the City of Palmdale, proposed improvements of the intersection at East Avenue R and 10th Street East. Managed archaeological and historical record searches, Sacred Lands search, field survey. Prepared an Archaeological Survey Report (ASR) to Caltrans standards in compliance with CEQA. Sub to Galvin Preservation Associates. Principal Archaeologist. 2011

Avenue S, Caltrans District 7, Palmdale, Los Angeles County, CA. Conducted an assessment to determine the potential effects on archaeological and historical resources by proposed construction-related activities during improvements to Avenue S between 30th Street East and 45th Street East. Prepared a Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) to Caltrans standards. The archaeological record search determined that there are no known resources and no known sacred lands within the Area of Potential Effects boundaries. Sub to Psomas. Program Manager/QA&QC. 2010-2011

Riverside Bridge Widening. Caltrans District 7, City of Los Angeles Department of Public Works, Bureau of Engineering, Bridge Improvement Program, Los Angeles County, CA. The project involved design improvements, including seismic retrofitting and widening. Managed paleontological and archaeological record searches, Phase I survey, and Native American Consultation. Prepared final ASR to Caltrans standards for project located near Griffith Park. Sub to Galvin Preservation Associates. Program Manager/QA&QC. 2007 & 2012



DESIREÉ RENÉE MARTINEZ
Project Manager

EDUCATION

- 1999 M.A., Anthropology (Archaeology), Harvard University, Cambridge
 1995 B.A., Anthropology, University of Pennsylvania, Philadelphia

SUMMARY QUALIFICATIONS

Ms. Martinez is a qualified archaeologist with 21 years of experience in archaeological fieldwork, research, and curation. She has expertise in the planning, implementation, and completion of all phases of archaeological work and has participated in archaeological investigations as a crew member, tribal monitor, and principal researcher. She meets national standards in archaeology set by the Secretary of Interior's *Standards and Guidelines for Archaeology and Historic Preservation* and the standards outlined in Attachment 1 to Caltrans Section 106 Programmatic Agreement with the FHWA. Her experience also includes compliance with CEQA, NEPA, NHPA Sec 106, NAGPRA, SB 18, AB 52, California General Order 131-D exemption and other cultural resource laws. In addition, Ms. Martinez has vast experience in lab analysis and museum collections management. Ms. Martinez also has extensive experience consulting with Native American leaders and community members in a variety of contexts. Finally, Ms. Martinez is at the forefront of creating and implementing collaborative archaeological agendas at the State and National levels.

SELECTED PROJECTS

Fisher House and Golf Course, Mechanized Archaeology Survey, Veterans Affairs Long Beach Healthcare System, Long Beach, Los Angeles County, CA. In compliance with the Historic Property Treatment Plan, supervising an intensive-level archaeological survey utilizing ground penetrating radar and magnetometry to identify subsurface cultural debris, accurately map abandoned utilities, and locate a historic trash pit within the APE prior to redevelopment of the sites. Supervised all work, managed archaeological and Native American monitoring, wrote compliance reports. Principal Investigator. 2015-2017

Marina del Rey 18-Inch Waterline Replacement Phase IIIB Project, Los Angeles Department of Public Works, Marina del Rey, Los Angeles County, CA. Managed archaeological monitoring during ground disturbing activities for two alignments along Fiji Way and Via Marina. Oversaw writing of monitoring compliance report. Sub to Michael Baker Intl./RBF Consulting. Principal Archaeologist. 2015-2017

California State University, Long Beach, On-Call Archaeological Services, Physical Planning and Facilities Management, Long Beach, Los Angeles County, CA. Archaeological and Native American monitoring of excavations or trenching for public works and buildings projects. Improvements to athletic fields, recycling center, parking lots, roads, outdoor dining, racetrack, liberal arts and performing arts buildings. Project Manager/Principal Investigator. 2015-2017

Longboat Solar Photovoltaic, EDF Renewable Energy, Barstow and Lenwood, San Bernardino County, CA. Managed the cultural resources assessment. Conducted a cultural resources Phase I and Extended Phase I studies to support MND for this ~235-acre site. Archaeological and paleontological resources records search, Sacred Lands search, NAHC consultation. Drafted Mitigation measures and provide guidance on Native American consultation. Sub to Aspen Environmental Group. Sub to Environmental Intelligence. Project Manager. 2015-2017

Dune Palms Bridge, Caltrans District 8, La Quinta, Riverside County, CA. The project involves replacing a low water crossing at the Coachella Valley Storm Water Channel. Conducted supplemental archaeological survey and site documentation as part of Cogstone's larger effort involving a record search, sacred lands search, NAHC consultation, intensive field survey, and APE mapping. Sub to Parsons Brinckerhoff. Principal Archaeologist. 2015-2016



PALEONTOLOGY - ARCHAEOLOGY - HISTORY

KIMBERLY SCOTT
Principal Investigator for Paleontology

EDUCATION

2013 M.S., Biology with Paleontology Emphasis, California State University, San Bernardino
2000 B.S., Geology with Paleontology Emphasis, University of California, Los Angeles

SUMMARY QUALIFICATIONS

Ms. Scott has more than 18 years of experience in California paleontological resource management. She is a qualified geologist and field paleontologist with extensive survey, monitoring and fossil salvage experience. In addition, she has special skills in fossil preparation (cleaning and stabilization) and preparation of stratigraphic sections and other documentation for fossil localities. Ms. Scott serves as company safety officer and is the author of the company safety and paleontology manuals.

SELECTED PROJECTS

Los Angeles Metropolitan Transportation Authority, Purple Line Extension (Westside Subway), Exploratory Test Shaft, Los Angeles, CA. Supervised paleontological field monitoring of exploratory test shaft activities in the La Brea Deposit area using ground penetrating radar. Recovered and processed over 500 fossils. Sub to Parsons Brinckerhoff. Field and Laboratory Director. 2012-2014

Perris Valley Line, Metrolink, Riverside County Transportation Commission, Moreno Valley, Riverside County, CA. Currently supervising paleontological and archaeological monitoring for construction of four new stations, upgrading associated track and utility relocations. Sub to HDR Engineering. Field Director. 2013-2016

Elvira to Morena Double Track, San Diego Associate of Governments (SANDAG), San Diego County, CA. Conducted a paleontological resources sensitivity assessment. Sub to HDR Engineering. Field Director. 2012

High Desert Corridor/ SR 138 Widening Project, FHWA/Caltrans District 7/Los Angeles Metro, Los Angeles and San Bernardino Counties, CA. Co-author of the Combined Paleontological Identification and Evaluation Report (PIR/PER). Sub to Parsons. Principal Paleontologist. 2014

Caltrans District 8 On-Call, San Bernardino County, CA. Oversight of field crews for paleontological surveys, literature searches, and preparation of Paleontological Identification/Evaluation Reports (PIR/PER) for several highway and interchange improvement projects. Sub to Applied Earthworks. Field and Laboratory Director. 2004-ongoing

Caltrans District 6 On-Call, Merced, Madera, Tulare, Kings, and Kern Counties, CA. Oversight of field crews for paleontological task orders, under subcontract to URS Corporation (2010-2013) subsequently under subcontract to Parsons Transportation Group (2014-2017). Tasks include field evaluation of sediments, monitoring, fossil recovery, and preparation of a Paleontological Mitigation Report. Field and Laboratory Director. 2010-ongoing

McBean Park Drive Bridge Replacement, Caltrans District 3, Lincoln, Placer County, CA. Co-author of combined Paleontological Evaluation Report/ Paleontological Identification Report (PER/PIR) for NEPA and NHPA Sec 106 compliance. Sub to Quad Knopf/Quincy Engineering. Principal Paleontologist. 2014

I-205 Chrisman New Interchange, Tracy, San Joaquin County, CA. Prepared a Paleontological Identification Report (PIR) to identify any sensitive resources that may be impacted by construction activities in support of the project-related PA-ED. Sub to Dokken Engineering. Paleontologist/Co-Author. 2014

SR 178 Morning Drive Interchange, Bakersfield, Kern County, CA. Contributed to Paleontological Identification Report, Paleontological Evaluation Report and Paleontological Mitigation Plan. Supervised construction monitoring for 4-mile segment east of Bakersfield. Paleontology Field and Lab Director. 2007-2009; 2012-2015

TERESA TERRY, RPA
Principal Investigator for Archaeology

EDUCATION

- 2011 M.A., Anthropology with a concentration in Archaeology, California State University, Fullerton.
- 2007 B.A., Anthropology with a minor in Public History and a certificate in Museum Studies, California State University, San Bernardino.

SUMMARY QUALIFICATIONS

Ms. Terry is a Registered Professional Archaeologist with ten years of experience in cultural resources management. She meets national standards in prehistoric and historic archaeology set by the Secretary of Interior's *Standards and Guidelines for Archaeology and Historic Preservation*. She has supervised large monitoring projects in the Southern California area, and served as a crew chief and assistant project director on a variety of archaeological field projects in California and the greater U.S. Southwest as well as written or contributed to archaeological assessments and project reports. Ms. Terry is well versed in the investigation of prehistoric and historic lithic use, debitage (flake) typologies, early 20th century consumer culture, human induced geomorphology, modified vernacular landscapes in architectural and public history, contact, post-contact, native and pioneer settlement patterns and subsistence strategies, and post-contact period ethnography. S

SELECTED PROJECTS

Cajon Creek Land Bank Project, City of San Bernardino, San Bernardino County Flood Control District, San Bernardino County, California. The San Bernardino County Flood Control District proposed the creation of a Wildlife and Habitat Preservation Bank (Land Bank) along the Cajon Creek Wash. Tasks included, records search, Native American scoping, pedestrian survey, and technical report. Supervised field work and prepared the report. Principal Investigator. 2017

Bear Springs Road and Other Roads Project, San Bernardino Department of Public Works, San Bernardino County, CA. The DPW Transportation Planning Division requested a cultural resources review for the routine roadway maintenance of Bear Springs Road and other Roads. Conducted intensive pedestrian survey of proposed Area of Potential Effect (APE) and staging areas and prepared the cultural resources report. Principal Investigator. 2017.

Pioneertown & Additional High Desert Roads Project, Pioneertown, Morongo Valley, Yucca Valley, and Joshua Tree, San Bernardino County, CA. The DPW Transportation Planning Division requested a cultural resources construction monitoring for the routine roadway maintenance of Pioneertown and other roads. Performed construction monitoring for the Project and prepared the construction monitoring report. Principal Investigator/Archaeologist. 2017.

Adolf Road and Other Roads, San Bernardino Department of Public Works San Bernardino County, CA. The DPW Transportation Planning Division cultural resources review for the routine roadway maintenance of Adolf Road and Other Roads. Conducted intensive pedestrian survey of proposed Area of Potential Impact and prepared the cultural resources report. Principal Investigator/Archaeologist. 2017.

Lake Mead National Recreation Area, National Park Service, Boulder City, NV. Performed monitoring, surveying, site recording, and conditions assessments and supervised interns. Instructed interns on data recovery procedures and provided quality assurance of field forms, logs, and data entry of field data into GIS, ASMIS, and general database applications. Completed site recording forms and filed them into the Lake Mead Cultural Resource Department's physical files and scanned virtual files. Produced detailed cultural resource NHPA Sec. 106 reports. Conducted record and document searches. Provided in-field artifact analysis utilizing modern typology and dating techniques. Contract Archaeologist. 2014-2016

Greg Mason

Principal/Senior Biologist

Summary of Qualifications

Mr. Mason is the Principal and Senior Biologist at Alden Environmental, Inc. He has over 20 years' experience working in the environmental field and has participated in hundreds of projects in San Diego County. His experience includes oversight of large- and small-scale mitigation compliance programs, including habitat restoration, sensitive species surveys, vegetation mapping, wetland delineations, construction monitoring, impact analysis, report preparation, project permitting, and project management. He has worked extensively with both public and private clients, in coordination with federal, state and local regulatory staff, in the implementation of mitigation and monitoring programs in the field. He assists clients in obtaining aquatic resources permits including U.S. Army Corps Section 404 Permits, RWQCB Section 401 Certifications, and CDFW 1600 Streambed Alteration Agreements. Through his permitting work, Mr. Mason also facilitates the Section 7 consultation process with the USFWS and negotiates conservation measures. Mr. Mason is permitted by the USFWS to conduct presence/absence surveys for quino checkerspot butterfly; San Diego, Riverside, vernal pool, Conservancy, and longhorn fairy shrimps; and vernal pool tadpole shrimp throughout the range of each species, and is also authorized to conduct dry season fairy shrimp analysis, identification, and culturing.

Education

Bachelor of Science, Natural Resources Planning & Interpretation- Humboldt State University, 1992

Registrations/Certifications/Licenses

- USFWS Threatened/ Endangered Wildlife Species Permit (quino checkerspot butterfly; San Diego, Riverside, vernal pool, Conservancy, and longhorn fairy shrimps; and vernal pool tadpole shrimp)
- USFWS authorized for dry season fairy shrimp analysis, identification, and culturing
- CDFW Scientific Collecting Permit SC-007619
- County of San Diego, Approved Biological Consultant and Approved Revegetation Planner

Additional Species Experience

- Arroyo Toad
- Flat-tailed Horned Lizard
- Least Bell's Vireo
- Burrowing Owl

Professional Affiliations

- California Native Plant Society
- Returned Peace Corps Volunteer Association
- Society of American Military Engineers

Deborah Clayton

Senior Biologist

Summary of Qualifications

Since 1990, Ms. Clayton has performed a variety of biological surveying and monitoring activities in San Diego, Imperial, Orange, Los Angeles, Riverside, San Bernardino, Ventura, and Kern counties. She is intimately familiar with the natural communities of southern California, in particular coastal sage scrub, chaparral, riparian, oak woodland, grassland, and desert communities. She has performed countless surveys for birds, including the coastal California gnatcatcher, the least Bell's vireo, and the burrowing owl, and has conducted more than 60 surveys for the Quino checkerspot butterfly (QCB). She also has conducted avian point counts and participated in avian migration field studies. She has extensive vegetation mapping experience and has assisted in numerous jurisdictional delineations. She has measured the growth and success of riparian and coastal sage scrub restoration projects and has monitored bird nesting during construction operations. Ms. Clayton has provided technical assistance to public agencies for CEQA/NEPA compliance and compliance with federal and state law regarding nesting birds. Ms. Clayton has prepared and technically reviewed a variety of biology reports including, but not limited to, biological technical reports, habitat conservation plans, mitigation plans, biological assessments, and biology sections of Environmental Assessments (EAs and Environmental Impact Reports/Environmental Impact Statements (EIR/EIS).

Education

Bachelor of Arts, Geography (Resources/Environment) –San Diego State University, 1990

Registrations/Certifications/Licenses

- County of San Diego, Approved Biologist
- U.S. Fish and Wildlife Endangered & Threatened Wildlife Species Permit
 - Coastal California gnatcatcher
 - Quino checkerspot butterfly

Additional Species Experience

- Arroyo Toad
- Flat-tailed Horned Lizard
- Least Bell's Vireo
- Burrowing Owl

Professional Affiliations

- San Diego Audubon Society

Tara Baxter

Biologist

Summary of Qualifications

Ms. Baxter is a wildlife ecologist, specializing in research and analysis of biological resources throughout southern California. Her experience includes both second and third-party construction and biological compliance monitoring, native habitat restoration, and ecological field surveys. She is certified by the California Department of Fish and Wildlife to survey for and handle Flat-tailed Horned lizard, currently holds a U.S. Fish and Wildlife Service recovery permit to survey for Coastal California Gnatcatcher, and her U.S. Fish and Wildlife Service recovery permit application to survey for the Quino Checkerspot Butterfly is currently under review and pending. Ms. Baxter is adept at identifying native bird, mammal, reptile, amphibian, and plant species; she specializes in birds where she has experience conducting Coastal California Gnatcatcher surveys, Least Bell's Vireo surveys, Southwestern Willow Flycatcher surveys, Brown-headed Cowbird surveys, Burrowing Owl surveys, raptor migration surveys, avian point count surveys, general nesting bird surveys, and she also has experience in bird banding. Ms. Baxter is also experienced in handling and transporting species requiring relocation during construction, where she has experience working on large-scale transmission, wind, and solar projects throughout southern California with a specialty in third-party helicopter compliance monitoring.

Education

Bachelor of Arts, Ecology and Evolutionary Biology- University of Colorado at Boulder, 2009

Registrations/Certifications/Licenses

- USFWS Recovery Permit for Coastal California Gnatcatcher, 2014-present
- USFWS, Recovery Permit Application Pending for Quino Checkerspot Butterfly, 2015-present
- California Department of Fish and Wildlife (CDFW), certified to handle and survey for flat-tailed horned lizard, 2012
- Marine Corps Base Camp Pendleton, Range Safety Office (RSO), 2012

Professional Affiliations

- Association of Environmental Professionals
- Western Field Ornithologists
- San Diego Zoological Society
- Desert Tortoise Council
- Friends of the Audubon Society
- Society of Conservation Biology

Kristen E. Schlech

Permit Specialist

Summary of Qualifications

Kristen Schlech is a Regulatory Specialist and Botanist with 30 years of professional experience in environmental consulting. She has been working in the California environmental industry for over 15 years and has coordinated activities with Biology, Planning, GIS and Engineering staff to produce support documentation for National Environmental Policy Act, California Environmental Quality Act, Endangered Species Act, California Endangered Species Act and Clean Water Act regulations. She has worked with a wide variety of clients and projects including renewable energy, water, public utilities, transportation, port districts, private developments, and local governments. Her experience includes permitting, writing, field surveys and delineations, CRAM assessments, and document management, as well as biological expertise in both terrestrial and marine habitats. Her technical specialties include botany, phycology, and cryptogamic botany. Ms. Schlech has extensive knowledge of southern California environmental issues through her participation in relevant workshops and classes that address regulatory and wetland topics. She has published numerous papers in algal taxonomy and has contributed sections to many research survey reports.

As a Regulatory Specialist, Kristen Schlech has overseen the regulatory process for dozens of projects and is responsible for the research, writing, assembly and submission of aquatic permit packages for U.S. Army Corps Section 404 Permits, RWQCB Section 401 Certifications, and CDFW 1600 Streambed Alteration Agreements.

Education

Bachelor of Science, Botany- University of Maryland, 1976

Masters of Science, Botany- University of Hawaii, 1983

Registrations/Certifications/Licenses

- National Park Service Collecting Permit No. CABR 2012-SCI-0015, 2013
- Southern California Botanists Symposium October 2012
- CNPS Conservation Conference January 2012
- Jepson Herbarium class in Desert Biological Soil Crusts, 2011
- CDFG Scientific Collecting Permit, No. 11516, 2011
- CRAM Practitioner, 2009
- California Rapid Assessment Method (CRAM) for Estuarine Systems, 2009
- California Rapid Assessment Method (CRAM) for Riverine Systems, 2009
- Wetland Regulation, Lorman Educational Series, San Diego, CA 2009
- Regulatory Permitting, Wetland Training Institute, San Diego, CA, 2006
- Wetlands Federal and State Regulations, Lorman Educational Series, San Diego, CA, 2005
- WTI delineator, 2004
- Wetlands Delineation Course, Wetland Training Institute, San Diego, CA, 2004
- California Wetlands Seminar Workshop, CLE International, San Diego, CA, 2003

Professional Affiliations

- SIGMA XI
- Phycological Society of America
- California Native Plant Society

Justin Palmer

GIS Specialist

Summary of Qualifications

Geographic Information Systems and graphics specialist with 16 years of project experience, including professional coordination with public and private clients, project managers, engineers, and planners to ensure that data, maps, and graphics produced accurately reflect the needs of the individual project. Experience includes more than 400 land development, resource management, restoration, transportation, education, and recreation projects. Introduction of enterprise technologies, products, and services to create efficient transfer of spatial data from the field into the office. Skills include coordinating and directing field data collection efforts, conversion of data into searchable spatial databases, overlay analyses of numerous data sources, GIS modeling, and preparation of highly accurate maps and figures.

Education

Bachelor of Arts, Geography, Natural Resource and Environmental Conservation- San Diego State University, 2001

Registrations/Certifications/Licenses

- GISP - certified geographic information systems (GIS) professional

Software Skillsets

- Esri ArcGis (Desktop and Online)
- AutoCAD, Adobe Creative Suite (Illustrator, Photoshop, InDesign)
- GPS (Trimble, Garmin)
- Microsoft Office

placeworks.com

AMENDMENT TO AGREEMENT PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AMENDMENT TO AGREEMENT PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Amendment”) effective as of February 2, 2020 is entered into by the CITY OF BEAUMONT, a municipal corporation (“CITY”) and Chambers Group Inc. (“CONTRACTOR”).

RECITALS

A. CITY and CONTRACTOR entered into that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR dated July 1, 2018.

B. CITY and CONTRACTOR wish to extend the term of the Agreement.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTION 1 OF THE AGREEMENT TO READ AS FOLLOWS:

1. TERM OF AGREEMENT. This Agreement shall continue until terminated as provided for in the Agreement. Notwithstanding anything in the Agreement to the contrary, the Agreement shall automatically terminate on July 1, 2022 unless extended by the parties with the approval of the City Council of the CITY.

All other terms and provisions of the Agreement shall remain in full force and effect. Executed as of the date above.

CITY:

CITY OF BEAUMONT

By:

Todd Parton, City Manager

CONTRACTOR:

Chambers Group Inc.

By: _____

Print Name: _____

Title: _____

AMENDMENT TO AGREEMENT PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AMENDMENT TO AGREEMENT PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Amendment”) effective as of February 2, 2020 is entered into by the CITY OF BEAUMONT, a municipal corporation (“CITY”) and PlaceWorks, Inc. (“CONTRACTOR”).

RECITALS

A. CITY and CONTRACTOR entered into that certain AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR dated July 1, 2018.

B. CITY and CONTRACTOR wish to extend the term of the Agreement.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTION 1 OF THE AGREEMENT TO READ AS FOLLOWS:

1. TERM OF AGREEMENT. This Agreement shall continue until terminated as provided for in the Agreement. Notwithstanding anything in the Agreement to the contrary, the Agreement shall automatically terminate on July 1, 2022 unless extended by the parties with the approval of the City Council of the CITY.

All other terms and provisions of the Agreement shall remain in full force and effect. Executed as of the date above.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

PlaceWorks, Inc.

By:

By: _____

Todd Parton, City Manager

Print Name: _____

Title: _____



Staff Report

TO: City Council
FROM: Thaxton Van Belle, Chief Plant Operator
DATE: February 16, 2021
SUBJECT: Approval of Purchase Order, Not to Exceed \$100,000 for SCADA Services Provided by SKM Engineering, LLC

Background and Analysis:

SKM Engineering, LLC is the supervisory control and data acquisition (SCADA) designer, engineer, and programmer for the City's new wastewater treatment plant and collection system. As such, for the purposes of this purchase order, SKM Engineering, LLC is considered as a sole source. In the approved November 2020 Budget Amendment, \$100,000 was allocated in the Wastewater budget for SKM Engineering, LLC to continue managing, servicing, and tailoring the SCADA system for the City of Beaumont. Per the City's municipal code, City Council approval is required to issue contracts or purchase orders over \$25,000.

Fiscal Impact:

The cost of this purchase order has been previously approved in the FY21 budget amendment of the wastewater operating fund.

Recommended Action:

Approve purchase order in the amount not to exceed \$100,000 for SCADA services by SKM Engineering, LLC.



Staff Report

TO: City Council

FROM: Sean Thuilliez, Chief of Police

DATE: February 16, 2021

SUBJECT: **Authorize City Staff to Create a Facilities Use Agreement with the Fellowship Church for Establishment of an Incident Command Post to be Used in the Event of Floods, Mud Slides and Debris Flows Resulting from the Apple Fire and El Dorado Fires**

Background and Analysis:

The Apple and El Dorado Fires scorched approximately 55,000 acres of mountainous terrain north of the City of Beaumont. The intensity of both fires eliminated brush from the hillsides and scorched the earth, changing its composition and its ability to retain water.

Experts in hydrology, geology, forestry, and water conservation examined the burn scars and predicted that flooding, mud slides, and debris flows could be triggered by sudden, intense rainfall or prolonged precipitation over the burn scars. Future flood events are likely to affect the City of Beaumont and may create conditions that endanger lives, damage or destroy critical infrastructure, and adversely affect commonly used transportation corridors.

The Police Department has been working closely with the National Weather Service, Riverside County Flood Control, CAL-FIRE, the Riverside County Sheriff's Department and the Beaumont Unified School District to create a mitigation plan, establish evacuation zones, and craft a public messaging campaign to aid in keeping community members informed.

During the week of January 25, 2021, the National Weather Service identified atmospheric conditions they predicted would bring significant precipitation to the burn scars. In anticipation of this storm event an Incident Command Post (ICP) was established at Fellowship Church in the City of Beaumont. The purpose of the ICP was to create a centrally located coordination hub where allied agencies could coordinate,

establish plans, disseminate information, and direct resources and responses to affected areas.

On January 26, 2021, an evacuation warning was issued for areas within the City of Beaumont adjacent to Little San Gorgonio Creek and Noble Creek (Noble A, B and F). Additional evacuation zones in the County area were also issued similar warnings. Several of those areas later received a mandatory evacuation notice resulting in the evacuation of approximately 994 persons.

The Incident Command Post was staffed on January 28 and 29, with personnel from the previously mentioned agencies. Fortunately, the storm in question dissipated and failed to deliver the precipitation previously predicted. The evacuation orders were lifted, and a repopulation operation was conducted, allowing residents to return to their homes.

City staff recommends that a facilities use agreement be created with the Fellowship Church to allow the continued use of the facilities at the church until the threat of flooding events have waned.

Fiscal Impact:

The fiscal impact of this operation resulted in a total billable amount of \$980.30. This includes consumable goods and overtime for all City personnel.

Recommended Action:

Authorize City staff to create a facilities use agreement with Fellowship Church for continued use of the facilities at the church.



Staff Report

TO: City Council

FROM: Sean Thuilliez, Chief of Police

DATE: February 16, 2021

SUBJECT: Report from City Staff Regarding the Execution of Non-Consensual Towing Services Agreements

Background and Analysis:

The Beaumont Police Department currently uses the California Highway Patrol (CHP) tow rotation list of eight tow companies. City generated towing services include towing for traffic collisions, vehicle violations, investigations, evidence in criminal cases, arrests, abandoned or illegally stored vehicles in the public right-of-way, etc.

By using CHP's contract for towing services when the Beaumont Police Department initiates a call for service there is no control over which tow company the City conducts business with and, further, there is an inability to hold the same tow companies accountable if there are any violations of law, municipal code or the towing agreement. Violations may include response time, equipment violations, misconduct of employees or staff and criminal activity.

On December 6, 2016, City Council approved Ordinance 1078, adding section 5.51 Rotational Non-Consensual Towing Services to the Beaumont Municipal Code. Section 5.51.060 (a) instructs the Chief of Police to post a request for proposals. Section 5.51.060 (a) authorizes the Chief of Police to select one or more qualified towing companies as authorized towing contractors in accordance with the procedures set forth in the rules and specifications.

The request for proposal for non-consensual towing services was posted on December 7, 2020, and closed at 5:00 PM on Monday, December 28, 2020. The Chief of Police received responses from the following five local tow companies: Stagecoach Towing, Statewide Towing, D&S Towing, M&M Towing, and Dom's Towing. Each tow company met the minimum standards and were selected for use as non-consensual towing companies. Each company is now included in a City of Beaumont tow rotation list. Only those companies on the list will be called by the Beaumont Police Department.

Fiscal Impact:

The associated costs for inspection and background checks are offset by the towing applicant through the application fee currently set by the City.

Recommended Action:

Receive and file. Under Beaumont Municipal Code 5.51.080, the Chief of Police has the authority to execute towing services on behalf of the City.

Attachments:

- A. Tow Service Agreement
- B. Request for Proposals



TOW SERVICE AGREEMENT

2020

TABLE OF CONTENTS

ROTATION LISTS.....2

TOW TRUCK CLASSIFICATIONS.....4

TOW TRUCK DRIVERS.....4

RATES.....5

VEHICLE IMPOUND.....5

RESPONSE TO CALLS.....6

STORAGE FACILITY.....7

INSPECTIONS.....7

INSURANCE.....8

BUSINESS RECORDS.....8

ANNUAL OPEN ENROLMENT MEETINGS.....8

DEMEANOR AND CONDUCT.....9

TOW COMPLAINTS.....9

COMPLIANCE WITH LAW.....9

COMPLIANCE WITH AGREEMENT.....10

SUSPENSION AND TERMINATION.....10

ADVERTISING.....11

CANCELLATION.....11

FINANCIAL INTEREST.....11

ABANDONED VEHICLE ABATEMENT PROGRAM.....12

ATTACHMENT A (DEFINITIONS).....13

ATTACHMENT B (EQUIPMENT SPECIFICATIONS AND USE REQUIREMENTS).....14

OPERATOR APPROVAL FORM.....20

This Tow Service Agreement (as defined in Attachment A) contains rules and regulations that a company agrees to comply with in order to receive a rotation tow listing with the Beaumont Police Department. Participation in the Beaumont Police Department Rotation Tow Program is voluntary. Compliance with all of the terms and conditions of the Tow Service Agreement is mandatory for tow companies participating in the rotation tow program.

An operator (as defined in Attachment A), by agreeing to participate in the program, shall not be deemed to have a vested contractual relationship with either the City of Beaumont or the Beaumont Police Department. Operators who perform services under this Agreement are not acting as an agent for the City of Beaumont/Beaumont Police Department. For clarification purposes, definitions are contained in Attachment A.

1. ROTATION LISTS

- A. The Beaumont Police Department shall maintain a rotational tow list to ensure an equitable distribution of calls among operators.

Nothing in this agreement shall prohibit an Officer from requesting a specific tow company when, in the Officer's opinion, the necessary resources to clear a hazard as expeditiously as possible are not available from the tow company currently at the top of the rotation list. In such an instance, the tow company selected would be the next tow company on the list that has the required qualifications (equipment, skills, timeliness, etc.) to provide the required service. Also, at the direct request from an owner of a vehicle, an Officer may contact a specific tow truck company for services. With regards to any fatal or near fatal collision, or where inspections of the vehicle are necessary and related to an investigation, or where the vehicle is being held as evidence to an investigation, the primary Officer or Investigator reserves the right to choose a specific tow company regardless of their position on the list.

1. In such an instance, the selected company would then go to the bottom of the list and those tow companies which were by-passed would remain in the same list order.
 2. In the event a vehicle is towed to the holding area located inside the Beaumont Police Department's parking area as evidence or for any other reason, the vehicle shall be released to the tow company which towed the vehicle to this location, regardless of their position on the rotation list. The tow company may then charge the owner, agent, etc., the standard fee for only one tow and storage from the date returned to their storage facility. In the event the owner of the vehicle is determined to be the victim of the crime or incident being investigated, the Officer or Investigator shall offer the owner an opportunity to recover their vehicle from the Beaumont Police Department holding area at no cost. If the vehicle is not recovered by the owner within a 48-hour time frame following notification, the vehicle shall be returned to the initial towing company for release and all fees may then be charged the owner, agent, etc.
- B. Nothing shall prohibit a Class B, C, or D operator from maintaining a place on a lighter class rotation tow list, provided the tow truck meets the equipment specifications for that class of operation. Regardless of the class of tow truck utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when

vehicle recovery operations (as defined in Attachment A) require a larger class of tow truck.

- C. After all tow companies have been offered a turn in the rotation, the rotation will return to the top of the list. A call to an operator shall constitute one turn on the list and said operator shall be moved to the bottom of the list. The same shall apply in instances when the operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time.
- D. If it is determined the operator is not needed and is canceled by the Beaumont Police Department, up to and including arrival on scene and standby time which does not result in a tow, there shall be no charges and the operator shall be placed back in the place on the rotation list it occupied prior to such call.
- E. If the operator responds to a Beaumont Police Department call and is canceled by the vehicle's registered owner or agent, prior to the operator taking possession of the vehicle, there shall be no charge and the operator shall be placed back in the place on the rotation list it occupied prior to such call.
 - 1. Possession is deemed to occur when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations have begun (Section 3068.1[a] of the Civil Code [CC] and 22851 [a][1] of the California Vehicle Code [CVC]).
 - 2. Whenever a vehicle owner returns to a vehicle that is in possession of a towing company prior to the removal of the vehicle, the owner may regain possession of the vehicle from the towing company if the owner pays the towing charges (Section 22851[a][2] CVC).
 - 3. If an operator has begun service on a vehicle, other than towing and recovery, and services is cancelled by the vehicle's owner/agent, the operator may charge a maximum of one-half of the regular hourly service charge for the time expended on the call. For purposes of cancellation, services begin when physical work on the vehicle actually begins.
 - 4. No lien shall arise for the service unless the operator has secured written authorization from the vehicle's owner, or the owner's agent, authorizing said service. The operator shall not attempt to take possession of the vehicle in order to establish a lien for any non-towing services performed or begun and subsequently canceled, when not entitled to such lien by law for when a lien begins (Section 3068.1 [CC]).
- F. If two or more operators are called to the same incident, distribution of the vehicles shall be at the discretion of the Beaumont Police Department.
- G. Operators applying for a rotation tow listing shall have a minimum of five (5) years verifiable for-hire towing experience, or equivalent experience in providing emergency service in a dispatched twenty-four hour a day, seven day a week, emergency response service (as an owner or principal) within the City of Beaumont, must be approved by the Beaumont Police Department, and must be eligible to operate on the tow rotation of the

California Highway Patrol (CHP) – San Gorgonio Pass office, in order to qualify for a rotation tow listing. Ownership status will be investigated and determined by the Beaumont Police Department. All operators applying for a rotation tow listing must submit to being fingerprinted if requested by the Beaumont Police Department.

2. TOW TRUCK CLASSIFICATIONS

- A. An operator shall equip and maintain tow trucks covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices.
- B. For Regular Tows an operator shall maintain at minimum one Class A rated tow truck as described in Attachment “B”. For Heavy Tows operators shall maintain at minimum one Class B rated tow truck or higher and meets the requirements set forth below in performing the services herein. In no case shall any tow truck be rated less than one-ton capacity. The equipment specifications for each Class of tow truck are listed in Attachment “B” of this Agreement.

All tow trucks used by an operator shall have recovery capabilities, wheel lift capabilities, and a boom meeting the required specifications in Attachment “B”. For the purpose of this Agreement, “a trailer for hire that is being used to transport a vehicle” shall not qualify as a primary tow truck for use under this Agreement. Should an operator use a “roll-back carrier” to perform services under this Agreement, the “roll-back carrier” may be exempted from the recovery, wheel lift, and boom capability requirements. However, the “roll-back carrier” must be an additional unit.

- C. To properly and safely tow and service the wide variety of vehicles being operated, a towing procedure may require the use of auxiliary equipment specifically designed for the purpose and should be used when appropriate.

3. TOW TRUCK DRIVERS

- A. The operator shall ensure that tow truck drivers responding to calls initiated by the Beaumont Police Department are qualified and competent employees of the operator’s company. The operator shall ensure that the tow truck drivers are trained and proficient in the use of tow trucks and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through the Beaumont Police Department rotation. Tow truck drivers shall be at least 18 years old and possess the proper class driver license as required by the California Vehicle Code.
- B. All tow truck drivers must be approved by the Beaumont Police Department prior to operating the tow truck. Each applicant shall be required to be photographed and fingerprinted if requested by the Beaumont Police Department. Each driver’s permit application, including renewal, replacement and duplicate applications, shall include the following information:

- 1. Full name
- 2. Date of birth
- 3. California driver license number
- 4. Copy of valid medical certificate (if required)
- 5. Current home address and phone number

6. Types of tow trucks the driver is trained to operate

- C. Applicants may be fingerprinted and photographed by the Beaumont Police Department and a records check made. A fee, not to exceed actual costs for services, may be charged to cover the costs of applicable procedures.
- D. Once a driver is approved, the approval is not transferable, except that the driver may drive if he/she changes employment from one approved operator to another approved operator.
- E. The operator and all tow truck drivers shall be enrolled in the Employer Pull Notice (EPN) program.
 - 1. The operator shall provide a current list of drivers and a copy of the current EPN report, or in the case of a newly hired tow truck driver, proof of enrollment in the EPN program, for all drivers to the Beaumont Police Department. The operator's signed and dated EPN report shall be kept on file at the Beaumont Police Department.
 - 2. Upon the addition of new drivers, an operator shall be granted a maximum of 30 days to enroll drivers in the EPN.
- F. Within ten (10) days of terminating any driver, the operator shall notify the Beaumont Police Department.

4. RATES

- A. Fees and storage rates charged for responsible calls originating from the City of Beaumont and the Beaumont Police Department shall be reasonable in accordance with the rates established by the CHP – San Geronio Pass office and not in excess of those rates charged for similar services provided in response to requests initiated by any other public agency or private person.
- B. An operator and/or applicant shall not conspire, or attempt to conspire, or commit any other act of collusion, with any other operator or applicant for the purpose of secretly, or otherwise, establishing an unfair understanding regarding rates or conditions to the Agreement that would bring about any unfair condition which could be prejudicial to the Beaumont Police Department, the motoring public, or other operators. A finding by the Beaumont Police Department that any operator or applicant has been involved in collusion shall be cause for denial of an application or shall nullify the Agreement. Any operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation on the Beaumont Police Department rotation tow list for a period of three years.

5. VEHICLE IMPOUND

- A. When a vehicle is towed/stored/impounded, the tow company/driver will receive a copy of the CHP Form 180 from the storing officer.
- B. When the stored vehicle is not released and the tow company disposes of a vehicle by a lien sale or junk slip, a copy of the lien sale document or junk slip will be submitted to the Beaumont Police Department Records Division by the tow company in lieu of the payment receipt/invoice normally received.
- C. The Beaumont Police Department will collect all stored/impounded vehicle release fees at the front counter during normal business hours. The registered owner/agent of vehicles towed will be provided with a payment receipt with the vehicle information and persons authorized to drive the vehicle. Once the receipt is presented to the tow company, the vehicle is clear for release pending satisfaction of fees due to the tow company.

Note: Stored vehicles that are exempt from release fees (generally consisting of recovered stolen vehicles, or other vehicle related crime victims), and not in dispute, may be released after hours directly to the registered and/or legal owner by the tow company, unless otherwise noted on the CHP Form 180 by the storing officer. The same shall apply to non-DUI or crime related accidents where the driver is medically incapacitated and the vehicle is stored for safety or safekeeping purposes only, at the direction of an officer. After-hours questions regarding release fees, exempt vehicles and/or the release thereof should be directed to the on-duty Watch Commander of the Beaumont Police Department.

- D. The normal business hours of the Beaumont Police Department Records Division are generally Monday through Friday, 7:00 A.M. to 7:00 P.M., and Saturday, 7:00 A.M. to 12 Noon, (except holidays). Telephone number **(951) 769-8500**.
- E. Failure to comply with the above procedure by a tow company can result in the suspension or removal from the rotation tow list for the Beaumont Police Department, at the discretion of the Beaumont Police Department Command staff.

6. RESPONSE TO CALLS

- A. The operator shall be able to respond to Beaumont Police Department calls twenty-four (24) hours a day. Response time should not exceed thirty (30) minutes under normal conditions; however, time of day, traffic, and weather conditions will be taken into consideration by the officer at the scene. The operator will advise the Beaumont Police Dispatch, at the time of notification, if they are either unable to respond or unable to meet the maximum response time. If, after accepting the call, the operator is unable to respond or will be delayed in responding, the operator shall immediately notify dispatch. The operator shall not assign calls to other operators. Repeated failure to respond and/or failure(s) to meet the maximum response time requirements, on a continual basis, shall constitute failure to comply with the terms and conditions of this agreement and will result in removal of such operator from the rotation list.
- B. When an operator will be temporarily unavailable to provide services due to a pre-planned or scheduled activity, e.g., vacation, maintenance, medical leave, etc., the operator shall notify the Beaumont Police Department at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability. In the event the operator gives notice to the Beaumont Police Department that it cannot provide the service, the next operator on rotation will be called in to fill in the void.

- C. There may be times when the operator assigned the initial Beaumont Police Department call may require the assistance of an additional operator at the scene. The operator assigned the initial call may, subject to prior approval of the officer on the scene, request a specific operator for assistance. The request shall be routed to the additional operator through the Beaumont Police Department.
- D. An operator shall not respond to a Beaumont Police Department call assigned to another operator unless requested to do so by the Beaumont Police Department. This shall not preclude the operator from deploying a second driver to an incident to ascertain if additional assistance or equipment is required. There shall be no additional charge for any personnel or equipment that is not necessary to perform the required service.

7. STORAGE FACILITY

- A. The operator shall be responsible for the security of vehicles and property at the place of storage. All vehicles are to be stored at a properly zoned, fenced or enclosed storage facility within the City of Beaumont, California. However, vehicles that have been approved by the Department of Motor Vehicles for a lien sale can be towed outside the area. The operator is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles.
- B. No property shall be removed from any vehicle stored or impounded as evidence or for investigation without the express consent of the primary investigator, officer, or respective supervisor charged with the investigation. Documentation must be made on the storage form CHP 180 to notify the towing agency of this hold and a name and number of the responsible investigator, officer, or supervisor.
- C. For vehicles that are neither stored nor impounded as evidence, nor under investigation, the operator may remove property from a vehicle as long as a receipt is provided, with a copy placed in the stored vehicle. Upon approval from the Beaumont Police Department, the operator **shall** release personal property from an impounded or towed and stored vehicle at the request of the vehicle owner or agent.
- D. Any vehicle or part thereof deemed as evidence in any criminal investigation shall be towed to the Beaumont Police Department if so directed by the investigating officer. In the event the vehicle or part requires storage inside a covered location, other than at the Beaumont Police Department, a storage fee may be charged at the rate of \$10 per day, not to exceed 10 days without Beaumont Police Department supervisor notification and/or approval. In this situation, it is the responsibility of the operator to notify a Beaumont Police Department supervisor when a vehicle stored in a covered area is approaching the ten day limit. This must occur before additional charges are incurred past the ten day limit. Under no circumstances will an impounded vehicle or property therein be released prior to the authorization of the Beaumont Police Department. Once the vehicle or part is available for release to the owner or his agent, the tow company shall divert any charges from that date to the owner but may not include the initial tow fee brought at the direction of the Beaumont Police Department if towed and stored as evidence unless the vehicle was involved in a collision requiring reconstruction services. It shall be the responsibility of the tow company to immediately contact the owner or the owner's agent to advise them that their vehicle is available for release. This shall be immediately attempted by phone and by mail service.

8. INSPECTIONS

- A. No operator shall place a tow truck in service that has not been inspected by the California Highway Patrol and/or the Beaumont Police Department. These entities may conduct additional inspections without notice during normal business hours. All tow truck vehicles shall have a current and valid CHP inspection certificate on file with the Beaumont Police Department before being utilized pursuant to this agreement.

9. INSURANCE

- A. The operator shall maintain the proper levels of insurance from an insurance carrier admitted in California as required by the California Vehicle Code.
- B. Proof of insurance shall be in the form of a certificate of insurance. Policy expiration or cancellation will immediately nullify the Tow Service Agreement. The operator's insurance policy shall provide for written notice to the Beaumont Police Department in the event the insurance policy is canceled or is due to expire no less than 30 days prior to the cancellation or expiration. Additionally, the operator shall notify the Beaumont Police Department in advance of the expiration or cancellation of the operator's insurance policy. A current copy shall be provided to the Beaumont Police Department January 1st of each year.

10. BUSINESS RECORDS

- A. The operator shall maintain records of all tow services furnished. The records will be maintained at the operator's place of business.
 - 1. Invoices shall at a minimum include a description of each vehicle, nature of service, start time, end time, location of call, and itemized costs of towing and storage.
 - 2. Records for each call shall indicate the tow truck driver's name and truck used.
- B. The Beaumont Police Department may inspect all operator records without notice during normal business hours. Operators shall permit the Beaumont Police Department to make copies of business records at their place of business, or to remove the business records for the purpose of reproduction. The Beaumont Police Department shall provide a receipt for any (original) records removed from the place of business.
- C. Records shall be maintained and available for inspection for a period of two years beyond the term of this Agreement
- D. Failure of the operator to comply with the inspection or record keeping requirements of this section shall be deemed a breach of the Agreement and subject the operator to suspension or termination at the discretion of the Beaumont Police Department.

11. ANNUAL OPEN ENROLLMENT MEETINGS

A Beaumont Police Commander, or their designee, may conduct an annual meeting during open enrollment or special meetings at any other time, which meetings shall be for the purpose of discussing

issues concerning the tow rotation program. All meetings shall be considered mandatory for the operator or the operator's designee wishing to remain on the rotation.

1. The Beaumont Police Department shall give the operator 30 days written notice (as defined in Attachment A) of any meetings.
2. Failure to attend any properly noticed meeting may result in removal from the rotation tow list in the City's discretion. The operator shall be provided with written notification of the removal and may reapply during the next open enrollment.

12. DEMEANOR AND CONDUCT

- A. While involved in Beaumont Police Department rotation tow operations or related business, the tow operator and/or employees shall refrain from any acts of misconduct including, but not limited to, any of the following:
 1. Rude or discourteous behavior toward members of the public, or Police Department staff.
 2. Failure to comply with instructions provided by Police Department staff.
 3. Lack of service, selective service, or refusal to provide service in which the operator should be capable of performing.
 4. Any act of sexual harassment or sexual impropriety.
 5. Unsafe driving practices.
 6. Exhibiting any objective symptoms of alcohol and/or drug use.
 7. Appearing at the scene of a Police Department rotation tow call with the discernible odor of an alcoholic beverage emitting from the driver's or employee's breath. The operator/tow truck driver shall submit to a preliminary alcohol screening test upon demand of the Beaumont Police Department.
- B. Any violation of this section is cause for suspension or termination from the rotation tow program, as deemed appropriate by the Beaumont Police Department Command staff.

13. TOW COMPLAINTS

- A. All Beaumont Police Department tow service complaints received or initiated by the City of Beaumont/Beaumont Police Department against a tow operator or tow operator's employees shall be investigated. The tow operator and their employees shall cooperate with the Beaumont Police Department during the course of any investigation.
- B. The operator shall be notified in writing of the findings within 30-days of the conclusion of any investigation.

14. COMPLIANCE WITH LAW

- A. The tow operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.
- B. Any conviction of the owner, operator, or principle, involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a Beaumont Police Department rotation tow call, or moral turpitude shall be cause for denial of application or termination of the Agreement at the discretion of the Beaumont Police Department.
- C. Any conviction of an employee of operator involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug while involved in a Beaumont Police Department rotation tow call, or moral turpitude shall be cause for the removal of the employee from the list of current Beaumont Police Department rotation tow truck drivers.
- D. An operator, or employee, arrested/charged for a violation involving any of the above crimes may be suspended until the case is adjudicated.

15. COMPLIANCE WITH AGREEMENT

- A. The operator agrees, as a condition of inclusion on the rotation tow list, to comply with the terms and condition of this Tow Service Agreement. Furthermore, the operator agrees that failure by the operator or the operator's agent to comply with these terms and conditions shall be cause for written reprimand, suspension, or termination from the rotation tow list.

16. SUSPENSION AND/OR TERMINATION

- A. Operators and drivers may be suspended or terminated by the Beaumont Police Department after notice and hearing with respect thereto, on the following grounds:
 1. The operator or driver has failed to operate in accordance with the provisions enumerated in this Agreement.
 2. The operator has failed to maintain or secure the requisite insurance
 3. The operator has failed to provide reasonable services to the Beaumont Police Department.
 4. The public safety or convenience and necessity would be best served by such suspension or termination of the operator's business.
 5. The approval in question was obtained on the basis of misrepresentation made or induced by or on behalf of the holder of the approval.
 6. The operator has engaged in conduct which would have constituted grounds for denial of an application for such approval.

- B. Prior to any suspension or termination of an operator, the Beaumont Police Department shall give the operator notice of intent to suspend or terminate the service and state the proposed grounds for suspension or termination and the effective date. The operator has 10 business days from the date on the notice of intent to request a hearing. Upon receiving a written request for a hearing by an operator the hearing shall be held within thirty (30) days upon receipt of the request. The hearing officer may impose conditions and take other action as he or she deems appropriate under the circumstances to carry out the purpose of this Agreement. If an interested party makes a written presentation to the hearing officer but does not appear, he or she shall be notified in writing of the decision.
- C. A second suspension of an operator or driver within one year shall operate as an automatic termination. No operator whose approval has been revoked shall, for one year thereafter, be granted permission to operate any tow service for the Beaumont Police Department, except on the presentation of satisfactory evidence that such operator has substantially mitigated the offense or condition which gave rise to the termination, and only then at the discretion of the Beaumont Police Department.
- D. No temporary suspension shall be for a period of more than thirty (30) days. Notice of suspension or revocation shall be given by either personal service on the operator or by certified mail, return receipt requested and addressed to the address of record on his or her application and, where appropriate, to the address of his or her employer. The operation of any business or driver authorized by any such agreement shall cease upon receipt by the holder of the notice of suspension or termination. Such notice shall be deemed to have been received by the holder of the agreement when personally delivered to such person or, if given by certified United States mail with return receipt requested, on the second City business day after the notice has been deposited in the United States mail.

17. ADVERTISING

- A. The operator shall not display any sign, other than those issued by the Beaumont Police Department, or engage in any advertisement indicating an official or unofficial connection with the City of Beaumont or the Beaumont Police Department. Examples of prohibited signs or ads include, but are not limited to: "Official Police Tow," or "Approved by the City of Beaumont," etc.

18. CANCELLATION

- A. This Agreement may be canceled by either party without cause by giving at least seven (7) days' written notice to the other party.

19. FINANCIAL INTEREST

- A. No operator or applicant shall be directly involved in the towing-related business of any other operator within the rotation group.
- B. The sale or transfer of the controlling interest in a company of any operator shall immediately terminate the Tow Service Agreement. A new owner may apply for the rotation tow group at any time during the remainder of the current Tow Service Agreement, regardless of the enrollment period.

20. ABANDONED VEHICLE ABATEMENT PROGRAM

- A. Under the terms of this Agreement, Operator will be responsible for providing the services of a driver and a tow truck for the removal of abandoned vehicles at such time as they are requested by City (the “Abandoned Vehicle Abatement Program”). It is anticipated that this service will be required at least one (1) day each week but not more than two (2) days each week for a maximum of eight (8) hours each day.
- B. Operator shall not remove any abandoned vehicles without first being instructed to do so by an authorized representative of the Beaumont Police Department.
- C. Vehicles removed by Operator pursuant to the Abandoned Vehicle Abatement Program shall be taken to a scrap yard or an auto dismantling yard and shall not thereafter be reconstructed or made operable. The payment for the salvage value of each removed abandoned vehicle shall be retained by Operator as total and final payment for Operator’s costs and services in connection with the removal of said vehicles and Operator shall receive no other compensation from the sale of such salvaged or abandoned vehicles.
- D. City shall indemnify, defend, and hold Operator harmless from any and all liability, claims, damages, or demands arising out of and in connection with City’s designation of vehicles to be towed pursuant to the Abandoned Vehicle Abatement Program.
- E. Refusal and/or failure by Operator to provide the aforementioned services shall be grounds for termination of this Agreement. However, an Operator may subcontract this service to another approved Operator under this agreement.

ATTACHMENT "A"

DEFINITIONS

MORAL TURPITUDE

Moral turpitude is an act or behavior that gravely violates moral sentiment or accepted moral standards of the community. It is also the violation of private and social duties which man owes to his fellow man or to society in general. It is an act that is contrary to accepted and customary rule of right and duty between persons. Refer to Black's Law Dictionary for case citation and complete definition.

NOTICE

All notices relating to this Agreement shall be in writing and may be delivered to the other party in person, via FAX, via E-mail, or by U.S. mail at the address provided herein.

OPERATOR

A tow service which has been issued a Letter of Authorization, has signed the Tow Service Agreement, and is approved to receive Beaumont Police Department referred calls. The term "operator" refers to the company, its owners, and its managers who have authority to enter into an Agreement with the Beaumont Police Department for towing services and to conduct business in accordance with the terms of this Agreement, and its employees.

RESPONSE TIME

The period of time from an operator's notification of a call by Beaumont Police Department Dispatch to the arrival of the tow truck at the location requested.

SUSPENSION

Removal of an operator from the rotation tow list for a specified period of time. Suspensions may be for periods longer than the current term of the Agreement.

TERMINATION

Permanent removal of a tow operator from the rotation tow list for the remainder of the term of the Tow Service Agreement and disqualification from any further participation in the Rotation Tow Program.

TOW TRUCK

A tow truck as defined in Section 615(a) of the California Vehicle Code. Also includes "roll-back carriers" and wheel lift vehicles.

TOW SERVICE AGREEMENT

A document which sets forth the terms and conditions of an Agreement between the operator and the Beaumont Police Department.

ATTACHMENT “B”

1. GENERAL EQUIPMENT SPECIFICATIONS AND USE EQUIPMENT:

- A. See Attached CHP 243B Form
- B. Equipment Limitations. All towing equipment, recovery equipment, and carrier ratings are based on structural factors only. Actual towing, carrying, and recovery capacity may be limited by the capacity of the chassis and the optional equipment selected.
- C. Towing Limitations
- 1) The total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the front axle weight ratings (FAWR) or rear axle weight ratings (RAWR).
 - 2) The truck must meet all applicable state and/or federal standards.
 - 3) The front axle load must be at least 50% of its normal or unladen weight after the load is lifted.
- D. Identification Labels. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.
- E. Recovery Equipment Rating. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30 degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell).
- 1) The structural design of the recovery equipment must have a higher load capacity than the performance rating(s).
 - 2) Winches shall conform to or exceed the specifications set forth by the Society of Automotive Engineers (SAE) Handbook, SAE J706.
 - 3) All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment.
- F. Safety Chains. Safety chains shall be rated at no less than the rating specified by the OEM.
- 1) Two safety chains shall be used for vehicles being towed. The safety chains shall be securely affixed to the truck bed frame or wrecker boom, independent of the towing sling, bar or hitch, wheel lift, or under lift towing equipment. The towed vehicle shall be secured to the towing equipment independent of the safety chains by either two chains or two straps.

- 2) Vehicles being transported on slide back carriers shall be secured by four tie-down chains or straps independent of the winch or loading cable.
 - 3) All safety connections and attachments shall have a positive means of sufficient strength, to ensure that the safety connection or attachment cannot become disengaged while in transit.
- G. Control/Safety Labels. All controls shall be clearly marked to indicate proper operations, as well as any special warnings or cautions.
- H. Signs. All tow trucks shall display signs on both sides containing Operator's company name, business address, and telephone number. The signs shall be permanently affixed and in compliance with the requirements of Section 27907 of the Vehicle Code.
- I. Wire Rope (Cable). Wire rope shall be maintained in good condition. Only wire rope with swaged ends, wedge locks, or braided ends, with metal sleeves in the loops, shall be approved for use as approved by the CHP. Wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, badly worn, when there are 12 or more wires broken in lay length, or where there is other visible evidence of loss of strength.

OPERATOR APPROVAL

I certify that I have read and understand this Tow Services Agreement and agree to abide by all the provisions. I further agree to indemnify, defend and save harmless the City of Beaumont and the Beaumont Police Department, including their officers, agents, and employees from any and all claims and losses accruing from or relating to the acts or omissions of the operator and its officers, employees, agent and/or contractors in connection with the performance of this Agreement. The operator and its officers, employees, agents and/or contractors, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the City of Beaumont or the Beaumont Police Department. The terms of this agreement will become effective

_____ through _____
Beginning Date Ending Date

Signature

Date

Printed Name

Title

Business Address

Telephone Number

BEAUMONT POLICE DEPARTMENT

RULES AND SPECIFICATIONS
FOR
ROTATIONAL NON-CONSENSUAL TOWING
SERVICES AND
VEHICLE STORAGE FACILITIES
REGULAR AND HEAVY'S (GVWR 23,500 or more)
(APPROVED: December 7, 2020)

**RULES AND SPECIFICATIONS FOR ROTATIONAL NON-CONSENSUAL
TOWING SERVICES AND VEHICLE STORAGE FACILITIES
(APPROVED: December 7, 2020)**

1.0 Purpose of Rules and Specifications.

The purpose of these Rules and Specifications is to provide additional written guidance to City and Police Department staff, Authorized Towing Contractors, Tow Drivers and the public of the procedures and minimum standards that govern Non-Consensual Towing Services provided to the City of Beaumont. They are intended to ensure that the best possible Towing Companies are selected to provide Non-Consensual Towing Services to the City. Further, they are intended to assure that the Police Department and the public are provided with prompt, safe and comprehensive towing services consistent with Chapter 5.51 of the Beaumont Municipal Code, as well as applicable state and federal laws.

2.0 Conflicts and Interpretation.

These Rules and Specifications are designed to be implemented in conjunction with Chapter 5.51 of the Beaumont Municipal Code, which governs the provision of Non-Consensual Towing Services to the City's Police Department. In any case where these Rules and Specifications conflict with Chapter 5.51, or applicable state and federal laws, the provisions of Chapter 5.51, or state or federal law, shall control. Moreover, the Police Department shall endeavor to interpret these Rules and Specifications so that they are consistent and compatible with Chapter 5.51 or any applicable state or federal laws.

3.0 Definitions.

“Abandoned Vehicle” A vehicle is an “abandoned vehicle” if it is left on a highway, public property, or private property in such inoperable or neglected condition that it may be reasonably concluded that the owner intends to relinquish all further rights or interests in it. An abandoned vehicle includes a public nuisance vehicle.

“Authorized Towing Contractor” shall mean a Towing Company that provides Non-Consensual Towing Services to the City pursuant to a Towing Service Agreement.

“Business License” shall mean a license issued by the City's Finance Department to an Authorized Towing Contractor upon payment of a business license tax pursuant to Chapter 5.51.020 of the Beaumont Municipal Code.

“Chief of Police” or **“Police Chief”** shall mean the Chief of Police of the City of Beaumont or his or her designee.

“City” shall mean the City of Beaumont, its elected officials, officers, department heads and employees.

“City Manager” shall mean the City Manager of the City of Beaumont or his or her designee.

“**Non-Consensual Towing Services**” shall mean Towing Services lawfully ordered or requested by an employee of the Police Department or other City department who is duly authorized by law to remove, impound or store vehicles.

“**Police Department**” shall mean the Beaumont Police Department.

“**Response Time**” shall mean the period of time occurring between notification by the Beaumont Police Department Communication Center dispatch operator of a call for Non-Consensual Towing Service until the arrival of the Tow Vehicle at the location requested.

“**Required Number of Authorized Towing Contractors**” shall mean the number of Authorized Towing Contracts needed to provide Non-Consensual Towing Services to the City, as determined by the Police of Chief pursuant to Section 5.51.050 of the Beaumont Municipal Code.

“**Rules and Specifications**” shall mean these Rules and Specifications for Towing Services and Vehicle Storage Facilities, as promulgated by the Police Chief in accordance with Chapter 5.51.040 of the Beaumont Municipal Code.

“**Suspend**” or “**Suspension**” shall mean the removal of an Authorized Towing Contractor from the Towing Rotation List for a specified period of time.

“**Tow Driver**” shall mean the driver of a Tow Vehicle used for providing Non-Consensual Towing Services to the City.

“**Tow Vehicle**” shall mean a motor vehicle owned by an Authorized Towing Contractor which has been altered or designed or equipped for and exclusively used in the business of towing vehicles by means of a crane, tow bar, tow line, dolly or a roll-back carrier or is otherwise used to render emergency assistance to disabled and other vehicles.

“**Towing Company**” shall mean a company that provides roadside assistance, as well as the removal, towing, storing or related services for a vehicle. The term “Towing Company” includes the owner(s) and/or managing employee(s) of said company.

“**Towing Rotation List**” shall mean the City’s list of Authorized Towing Contractors that may be called upon by the Police Department to provide Non-Consensual Towing Service, as needed, on a rotational, call-by-call basis as further described in Section 12.

“**Towing Service**” shall mean roadside assistance, as well as the removal, towing, storing, or related services for a vehicle. Towing service shall include the removal, transport, and disposal all debris and fluids, including oil and gasoline, in compliance with all applicable federal, state and local regulations concerning hazardous materials.

“**Towing Service Agreement**” shall mean an agreement which sets forth the terms and conditions for the provision of Non-Consensual Towing Services to the City that each Authorized Towing Contractor is required to execute pursuant to Chapter 5.51.080 of the Beaumont Municipal Code.

“**Vehicle Owner**” shall mean the registered or legal owner of a vehicle, or his/her agent. An agent is a party who may lawfully act on behalf of the Vehicle Owner.

“**Vehicle Storage Facility**” shall mean a garage, parking lot, storage lot, or any type of facility where vehicles are stored.

4.0 Selection Procedures for Number of Authorized Towing Contractors.

The Chief of Police shall follow all requirements of Section 5.51.050 of the Beaumont Municipal Code to determine the Required Number of Authorized Towing Contractors.

5.0 Selection of Authorized Towing Contractors.

The Chief of Police shall abide by the following procedures for selecting Authorized Towing Contractors:

5.1 Request for Proposals. After the Required Number of Authorized Towing Contractors has been established in accordance with Section 5.51.050 of the Beaumont Municipal Code and Section 4.0 of these Rules and Specifications, the Chief of Police shall prepare and publish a Notice of Request for Proposals for Non-Consensual Towing Services (“Notice”). The Notice shall state that the City seeks proposals from qualified Towing Companies to provide Non-Consensual Towing Services. The Notice shall also indicate where applicants can obtain proposal packets containing information concerning the qualifications that the City seeks, along with instructions regarding the submittal of responses and the due date. The proposal packet shall include the Towing Service Agreement that Authorized Towing Contractors will be required to execute and shall inform applicants that by submitting a response, each Towing Company shall be deemed to have agreed to execute the Towing Service Agreement in the form attached to the request for proposals without additions, amendments or modifications.

5.2 Publication of Notice. The Notice shall be published in each of the following methods:

5.2.1 Posted at least ten (10) days prior to the date upon which responses are due on City bulletin boards that are available for review by the public; and

5.2.2 Any other means deemed appropriate by the Police Chief.

5.3 Submission of Proposals. Towing Companies shall be required to submit a response no later than the due date and time set forth in the Notice, along with the Non-Consensual Towing Services Processing Fee established by resolution of the City Council. Responses received after the due date and time, incomplete responses and responses containing false or misleading information shall not be considered.

5.4 Point System Selection. Selection of Authorized Towing Contractors shall be based on an ability to meet the requirements of the Beaumont Municipal Code, these Rules and Specifications and any additional criteria deemed appropriate by the Police Chief and included in the proposal packet provided to applicants. Responses shall be evaluated in accordance with a point system, whereby points are awarded for meeting certain minimum standards and additional points are awarded for exceeding minimum standards. A sample of the point system criteria and evaluation is attached as Exhibit “A” to these Rules and Specifications. The point system criteria shall also include a point system to select Authorized Towing Contractors in case of ties.

5.5 Ranked Eligibility List. The Police Chief shall review each of the responses received, award the applicable points in accordance with the point system criteria and establish a written eligibility list of Towing Companies ranked in order according to the number of points awarded to the Towing Company, highest number of points to lowest number of points.

5.6 Notification to Towing Companies. Once the eligibility list is established, the Police Chief shall inform only that number of Towing Companies on the eligibility list with the greatest number of points that corresponds to the Required Number of Authorized Towing Contractors of their placement on the eligibility list and the requirement that they submit to a Police Department background and fingerprint check. The owner of the Towing Company, all Tow Drivers employed by the Towing Company and any other employees of the Towing Company that may be involved in performing under a Towing Service Agreement shall be required to submit to a Police Department background and fingerprint check. The Towing Company shall pay the fees established by resolution of the City Council to cover the cost for the Police Department background and fingerprint check.

5.7 Background and Fingerprint Check. The Towing Companies on the eligibility list established pursuant to Section 5.5 of these Rules and Specifications whose owner(s), managing employee(s), Tow Drivers and other employees pass the Police Department background and fingerprint check and execute the Towing Service Agreement within thirty (30) days shall be selected as Authorized Towing Contractors. Any Towing Company whose owner(s), managing employee(s), Tow Drivers and other employees who may perform under the Towing Service Agreement do not pass, or refuse to submit to, the Police Department background and fingerprint check or that fails to execute the Towing Service Agreement within thirty (30) days shall be eliminated from consideration and the Police Chief shall select the next Towing Company from the eligibility list based upon the number of points awarded. That Towing Company shall submit to a Police Department background and fingerprint check. If the owner(s), managing employee(s), Tow Drivers and other employees of that Towing Company who may perform under the Towing Service Agreement pass the Police Department background and fingerprint check and if that Towing Company executes the Towing Service Agreement within thirty (30) days, that Towing Company shall be selected as an Authorized Towing Contractor. This procedure shall be followed until such time that the number of Towing Companies passing the Police Department background and fingerprint check and executing a Towing Service Agreement corresponds to the Required Number of Authorized Towing Contractors. Notwithstanding the foregoing, A Towing Company that employs a Tow Driver or other employee who does not pass, or refuses to submit to, the Police Department background and fingerprint check, will not necessarily be eliminated from consideration provided that any Tow Driver or other employee who does not pass, or refuses to submit to, the Police Department background and fingerprint check shall be prohibited from providing Non-Consensual Towing Services to the City. The Police Chief retains the discretion to determine whether a Towing Company shall be disqualified from consideration based upon the results of the Police Department background and fingerprint check.

5.8 Elimination for Convictions. If the owner(s), managing employee(s), Tow Drivers and other employees of a Towing Company who may perform under the Towing Service Agreement have been convicted of a felony or any crime, including acts of moral turpitude as defined by relevant case law, substantially related to the qualifications, functions and duties of

operating a Towing Company or being a tow driver, the company will be eliminated from consideration as an Authorized Towing Contractor.

5.9 Business License Required. Towing Companies selected to be Authorized Towing Contractors shall not engage in the business of providing Non-Consensual Towing Services to the City without first obtaining a City Business License and executing the required Towing Service Agreement.

6.0 Term of Towing Service Agreements

All Towing Companies selected to be Authorized Towing Contractors shall assume such duties on the date the AGREEMENT is mutually executed. The initial term of this AGREEMENT shall be for a total period of five (5) years. City shall have the right, at its sole discretion, to exercise an option to renew the AGREEMENT for two (2) additional three (3) year periods or portions thereof by providing Tow Contractors with a notice to renew within a period of at least thirty (30) days and not greater than sixty (60) days prior to the date of which the term of the AGREEMENT, as may be extended, expires.

7.0 Minimum Qualifications for Vehicle Storage Facilities

An Authorized Towing Contractor's Vehicle Storage Facility shall meet the minimum requirements set forth in this Section 7.0. Additionally, any response to a request for proposals issued and requested by the Police Chief pursuant to Section 5.0 above, shall, at a minimum, provide proof that the Towing Company's Vehicle Storage Facility meets such minimum requirements.

7.1 Ownership of Equipment and Facilities. Authorized Towing Contractors shall demonstrate and furnish proof of possession of the Tow Vehicles, towing equipment and Vehicle Storage Facilities necessary to provide Non-Consensual Towing Services to the City and perform the obligations set forth in these Rules and Specifications and the Towing Service Agreement, as well as title to or lease agreements for the right to use the Tow Vehicles, towing equipment, and the land and improvements within the Vehicle Storage Facility. The Vehicle Storage Facility and improvements thereon shall comply with all zoning and building requirements of the city or county in which it is located, as well as all requirements of these Rules and Specifications.

7.2 Location of Storage Facility. The vehicle storage facility shall be located within the City of Beaumont or adjoining City to ensure adequate response times and limit the City's costs and administrative burdens of having Police Department personnel conduct investigations in vehicle storage facilities located outside of the City's boundaries. Any change in the location of the Vehicle Storage Facility of an Authorized Towing Contractor shall be reported, in writing, to the Police Department at least thirty (30) days prior to such change.

7.2.1 In addition to the primary Vehicle Storage Facilities required in Section 7.2, Authorized Towing Contractors may use secondary vehicle storage facilities located outside the City's boundaries if they comply with all the requirements outlined in section 7.3 and its subsections with the exception of section 7.3.2 and provided the Authorized Towing Contractor's primary Vehicle Storage Facility complies with section 7.3.2.

7.3 Vehicle Storage Facility Requirements. Adequate security measures for the protection of vehicles and property shall be provided for all vehicle storage facilities. The Police Chief shall be the sole judge of what constitutes “adequate” security measures and may grant additional points for responses to a request for proposals issued and requested by the Police Chief pursuant to Section 5.0 of these Rules and Specifications that include state of the art security measures, including, but not limited to, security cameras and motion sensors. At a minimum, all vehicle storage facilities shall comply with the following requirements:

7.3.1 All vehicle storage facilities shall be enclosed by a wall or fence at least six (6) feet in height or shall consist of completely enclosed buildings.

7.3.2 All vehicle storage facilities must be approved for security by the Police Chief, or his/her designated representative, and shall be available for inspection upon request. Any breach of security in a building or fence must be repaired within 24 hours.

7.3.3 All vehicle storage facilities and improvements needed to meet the minimum requirements of this section shall be constructed and the lawful right to use such facilities and improvements shall be vested in the Authorized Towing Contractor prior to the submittal of a response to the Request for Proposals issued by the Police Chief. Points shall not be awarded for proposed or planned vehicle storage facilities.

7.3.4 There shall be adequate lighting to illuminate the entire Vehicle Storage Facility as well as all structures thereon.

7.4 Vehicle Owner Permission for Repair Work. No employee of an Authorized Towing Contractor or the Authorized Towing Contractor’s Vehicle Storage Facility shall perform any work upon any vehicle that has been impounded or stored upon order of the Police Department without first obtaining written permission from the owner of the vehicle and no work or repair may be commenced without an official release by the Police Department.

8.0 Minimum Qualifications for Tow Vehicles and Equipment

8.1 Required Number and Type of Tow Vehicles. Each Authorized Towing Contractor must own or currently lease, or have access to, at least two (2) Tow Vehicles; one of which must be a two (2) ton flatbed. For those responding to the “Heavy” Request for Proposal must have a tow vehicle with a GVWR of greater than 23,500 pounds. The Authorized Towing Contractor for the “Regular” RFP shall have at least one (1) Tow Vehicle designed to carry motorcycles, by a flatbed truck, trailer or other means which will not cause additional damage to the motorcycle. The Authorized Towing Contractor shall maintain a current/valid motor carrier permit and current registration on all Tow Vehicles. The Tow Vehicles must be based/stationed at the primary Vehicle Storage Facility required by Section 7.2 and must be available to perform Non-Consensual Towing Services at all times during the term of any Towing Service Agreement.

8.2 Required Equipment for Tow Vehicles. Tow Vehicles must be equipped as tow trucks in compliance with the provisions of the California Vehicle Code, including, but not limited to, Sections 615, 21711, 24605, 25100, 25253, 25300, 27700, and 27907, as such sections may be amended or superseded. Tow Vehicles must also pass the annual CHP inspection.

8.2.1 All Tow Vehicles must have adequate equipment for the towing of vehicles. Without limiting the requirements of Section 8.2, basic equipment shall include:

- (a) Fire Extinguisher(s)
- (b) Broom
- (c) Shovel
- (d) Reflective Triangles
- (e) Flares
- (f) Two Trash Can(s), at least one (1) with Absorbent
- (g) Shop to truck radio or cell phone communication

8.3 Cable Winch. All Tow Vehicles must have a cable winch of sufficient size and a cable capacity of not less than 50 feet on a flatbed and 100 feet on a wheel lift, to retrieve vehicles which have gone over embankments or off traveled portions of roadways into inundated areas or other inaccessible locations.

8.4 Locked Vehicles. All Authorized Towing Contractors must have equipment for and have personnel proficient in unlocking locked vehicles when requested to do so by the Police Department.

8.5 Maintenance Obligations. Throughout the term of the Towing Service Agreement, the Authorized Towing Contractor shall maintain in good condition the real property and improvements thereon, and all vehicles, facilities, equipment and material used in the performance of the Non-Consensual Towing Services required by the Towing Service Agreement and these Rules and Specifications.

8.6 Inspection of Vehicle Storage Facilities, Tow Vehicles and Equipment. All equipment, Tow Vehicles, and vehicle storage facilities to be used to provide Non-Consensual Towing Services to the City under the Towing Service Agreement shall be subject to inspection by the Police Department or other designated inspection entities authorized by the Police Department. If any deficiencies and/or violations are discovered, the Police Department will provide a written notice advising the Authorized Towing Contractor of the deficiencies and/or violations. The Authorized Towing Contractor shall correct the deficiencies and/or violations within five (5) business days of the date of such notice. Failure to correct deficiencies or equipment violations discovered during such inspection may result in the Authorized Towing Contractor being suspended pursuant to Section 30 of these Rules and Specifications until the deficiency or violation is corrected.

8.6.1 All equipment and Tow Vehicles to be used to provide Non-Consensual Towing Services to the City under the Towing Service Agreement shall be inspected by California Highway Patrol, at least one time per year. All Tow Vehicles and equipment shall display a current inspection sticker, issued by the California Highway Patrol, during use under the Towing Service Agreement. This applies to all new and used equipment added to the Authorized Towing Contractor's fleet intended to be used under the Towing Service Agreement. The Police Department may conduct random vehicle and equipment inspections to ensure compliance with the Towing Service Agreement and these Rules and Specifications.

9.0 Minimum Driver/Personnel Requirements

9.1 Required Number of Tow Drivers. Authorized Towing Contractors shall maintain the availability of at least two (2) qualified Tow Drivers at all times. Authorized Towing Contractors shall provide the name, date of birth, and valid California Driver License number for all Tow Drivers employed by the Authorized Towing Contractor. The Police Chief or his/her designated representative shall also be notified of any new Tow Drivers within five (5) days of their date of hire. Prior to providing Non-Consensual Towing Services to the City, such newly hired Tow Drivers shall be subject to a Police Department background and fingerprint check pursuant to Section 5.7 of these Rules and Specifications. Any Tow Driver who does not pass, or refuses to submit to, the Police Department background and fingerprint check shall be prohibited from providing Non-Consensual Towing Services to the City.

9.2 Responsibility for Tow Driver Actions. Each Authorized Towing Contractor shall be responsible for the acts of their Tow Drivers and employees while on duty.

9.3 Tow Driver Qualifications.

9.3.1 Tow drivers employed by Authorized Towing Contractors shall be sufficiently capable and trained to ensure safe and proper discharge of their Towing Service responsibilities. Authorized Towing contractors shall be solely responsible for and shall ensure that all Tow Drivers are properly trained.

9.3.2 Tow drivers shall possess a proper class of driver license for the class of Tow Vehicle driven and for the type of tow service performed according to the California Vehicle Code.

9.3.3 Tow drivers shall be presentable and professional in appearance and shall wear uniform type pants and shirts.

9.3.4 Tow drivers shall give to the driver or owner of the vehicle to be stored, impounded, or towed away, a business card, or receipt with the service name, address and phone number of the Authorized Towing Contractor and the address of the Vehicle Storage Facility where the vehicle will be stored.

9.4 Customer Service. Tow Drivers and other employees of an Authorized Towing Contractor shall provide good customer service at all times and shall refrain from any acts of misconduct, including, but not limited to, any of the following:

9.4.1 Rude or discourteous behavior.

9.4.2 Lack of service, selective service, or refusal to provide service which the Authorized Towing Contractor is or should be capable of performing.

9.4.3 Any act of sexual harassment or sexual impropriety, gender, racial, or religious discrimination.

9.5 No Discrimination. In providing Non-Consensual Towing Services or otherwise performing under a Towing Service Agreement, an Authorized Towing Contractor shall not engage in, nor permit its agents, employees or Tow Drivers to engage in, discrimination in

employment or service of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as otherwise provided in California Government Code Section 12940.

10.0 Minimum Radio Communication Requirements

Authorized Towing Contractors shall ensure that radio transmission and reception contact is maintained with each Tow Vehicle and Tow Driver during the period of providing Non-Consensual Towing Service to the City.

11.0 Minimum Hours of Business and Availability

11.1 Availability. Authorized Towing Contractors shall be available to provide Non-Consensual Towing Services to the City on a 24-hour, 7 day a week basis, including holidays.

11.2 Business Hours. At least one (1) employee of the Authorized Towing Contractor shall be available during business hours or available by telephone to handle requests for Non-Consensual Towing Services and the release of impounded/stored vehicles. Minimum normal business hours shall be from 0800 to 1700 hours, five (5) days a week (Monday through Friday), excluding holidays.

12.0 Towing Rotation Policy

12.1 Towing Rotation List. Upon selection pursuant to Section 5.0, each Authorized Towing Contractor shall be placed on the Towing Rotation List in random order. Whenever Non-Consensual Towing Services are needed, the police officer having primary responsibility on the scene or such other designated police personnel shall request that the Authorized Towing Contractor appearing first on the Towing Rotation List be called to provide Non-Consensual Towing Services. The Authorized Towing Contractor is then rotated to the bottom of the Towing Rotation List. When more than one vehicle is required to be towed, separate Authorized Towing Contractors shall be called for each vehicle required to be towed. The police officer having primary responsibility on the scene or his/her supervisor shall make a determination as to which Authorized Towing Contractor tows which vehicle if a disagreement between Authorized Towing Contractors occurs.

12.2 Disagreements Regarding Towing Rotation List. Any complaints or disagreements concerning the Towing Rotation List shall be determined by the Police Chief or his/her designated representative.

12.3 Cancelled Calls. If it is determined that the Authorized Towing Contractor is not needed and the call for service is canceled by the Beaumont Police Department, up to and including arrival at the scene, there shall be no charges and the Authorized Towing Contractor shall not lose its position on the Towing Rotation List.

12.4 Non-Availability. If the Authorized Towing Contractor is not available or is unable to respond within the time required by Section 15.1, the Authorized Towing Contractor shall be rotated to the bottom of the Towing Rotation List and the next Authorized Towing Contractor on the Towing Rotation List will be called.

12.5 Requests for Specific Authorized Towing Contractor. Nothing in these Rules and Specifications shall prohibit a Watch Commander or supervisor from requesting a specific Authorized Towing Contractor to provide Non-Consensual Towing Services when, in the Watch Commander's or supervisor's sole opinion, the necessary resources to clear a hazard as expeditiously as possible are not available from the Authorized Towing Contractor currently at the top of the Towing Rotation List.

13.0 Impounded Vehicles

The police officer having primary responsibility on the scene or such other designated police personnel shall document any vehicle impounded pursuant to the requirements of the California Vehicle Code, the Beaumont Municipal Code, or these Rules and Specifications.

14.0 Release of Vehicles After Storage/Impound

14.1 Vehicle Release Form Required. Any vehicle stored or impounded by an Authorized Towing Contractor pursuant to these Rules and Specifications, shall not be released, without release authorization from the Police Department. The designated release form shall be "CHP 180 form.

14.2 Release to Vehicle Owner. When an Authorized Towing Contractor releases a stored or impounded vehicle, the Authorized Towing Contractor shall require the Vehicle Owner to show a legal form of photo identification, vehicle registration and a copy of the vehicle release form. The vehicle shall only be released to the lawful owner of the vehicle. If the person requesting the release of a vehicle does not have all of above, such person shall be referred to the Police Department for further processing and information. The final determination for the release of a vehicle shall be made by the Police Chief or designee. Such decision shall be final and shall be adhered to by the Authorized Towing Contractor.

14.3 No Charge for Release by Police Department. In the event that the Police Department, for any reason, determines that a vehicle should be released without any charges, the Authorized Towing Contractor shall immediately release such vehicle upon request of the Police Department without charge to the Police Department or the Vehicle Owner.

14.4 Police Department Authorization Required. Vehicles that have been impounded by order of the Police Department shall not be released, lien sold, or sold without written authorization from the Police Department.

15.0 Authorized Towing Contractor Responsibilities and Duties

15.1 Response Time. Authorized Towing Contractors shall respond to Police Department calls twenty-four (24) hours a day, seven days a week, including holidays, within the maximum Response Time of twenty (20) minutes during normal business hours, as defined in Section 11.2 of these Rules and Specifications and thirty (30) minutes after normal business hours.

15.2 Notification if Unable to Respond. An Authorized Towing Contractor shall notify the Police Department Communications Center when the Authorized Towing Contractor is unable to respond immediately.

15.3 Failure to Respond Within Response Time. If the Authorized Towing Contractor's Tow Vehicle has not arrived at the scene within the maximum response period specified in Section 15.1 of these Rules and Specifications, the Police Department, based on the urgency of the situation, may call the next Authorized Towing Contractor on the Towing Rotation List and the Authorized Towing Contractor that failed to timely respond shall be placed at the bottom of the Towing Rotation List.

15.4 Protection of Impounded Vehicles. The Authorized Towing Contractor shall be responsible for the protection of impounded vehicles towed by such Authorized Towing Contractor, including, without limitation, all personal property and/or vehicle accessories contained therein or thereon, regardless of the location of storage, until the vehicles have either been released to the Vehicle Owner or disposed of through a legal process.

15.5 Notification to Police Department. Authorized Towing Contractors shall immediately notify the Police Department if any contraband, weapons or hazardous materials are found in a vehicle impounded or stored by the Authorized Towing Contractor.

15.6 Abandoned Vehicle Abatement Program. Under the terms of this Agreement, Operator will be responsible for providing the services of a driver and a tow truck for the removal of abandoned vehicles at such time as they are requested by City (the "Abandoned Vehicle Abatement Program"). It is anticipated that this service will be required at least one (1) day each week but not more than two (2) days each week for a maximum of eight (8) hours each day. Operator shall not remove any abandoned vehicles without first being instructed to do so by an authorized representative of the Beaumont Police Department. Vehicles removed by Operator pursuant to the Abandoned Vehicle Abatement Program shall be taken to a scrap yard or an auto dismantling yard and shall not thereafter be reconstructed or made operable. The payment for the salvage value of each removed abandoned vehicle shall be retained by Operator as total and final payment for Operator's costs and services in connection with the removal of said vehicles and Operator shall receive no other compensation from the sale of such salvaged or abandoned vehicles. City shall indemnify, defend, and hold Operator harmless from any and all liability, claims, damages, or demands arising out of and in connection with City's designation of vehicles to be towed pursuant to the Abandoned Vehicle Abatement Program. Refusal and/or failure by Operator to provide the aforementioned services shall be grounds for termination of this Agreement. However, an Operator may subcontract this service to another approved Operator under this agreement.

16.0 Duties at the Scene of a Response Call

16.1 Tow Driver Duties. Upon arriving at the scene in response to a call for Non-Consensual Towing Services, the Tow Driver shall:

16.1.1 Not move nor attach to any vehicle until so instructed to do so by the police officer having primary responsibility at the scene.

16.1.2 Clean up and remove any and all debris from accident scenes as required by the Police Department.

16.1.3 Provide Vehicle Owners, when present at the scene, with a business card or other information, indicating where their vehicle will be stored and procedures for claiming the vehicle.

16.2 Police Department Request Required for Non-Consensual Towing Services. Authorized Towing Contractors shall not go to the scene of a collision or a disabled vehicle to provide Non-Consensual Towing Services unless summoned by the Police Department.

17.0 Release of Personal Property

17.1 Vehicles in Designated Impound Space. An Authorized Towing Contractor shall not remove any personal property from a vehicle that is stored in the Designated Impound Space or has otherwise been impounded for evidence or investigation.

17.2 All Other Vehicles. Except as provided in Section 17.1, an Authorized Towing Contractor shall release personal property from a stored or impounded vehicle only at the request of the Vehicle Owner upon presentation of valid identification and the vehicle registration. An Authorized Towing Contractor shall provide a receipt to the Vehicle Owner documenting the personal property removed from the vehicle and shall place a copy of the receipt in the vehicle. Personal property is considered to be property which is not affixed to the vehicle. The Authorized Towing Contractor shall store any personal property removed from the vehicle in a sanitary and secure location. Any questions regarding the ownership of a vehicle or personal property within a vehicle shall be directed to the Police Department.

18.0 Records

18.1 Maintenance of Records. Written records, as required by California Vehicle Code Section 10650 *et seq.*, shall be maintained by each Authorized Towing Contractor. At a minimum, the Authorized Towing Contractor shall:

18.1.1 Record and maintain the time a vehicle towed by the Authorized Towing Contractor is received and document its odometer reading. The Authorized Towing Contractor shall also record the distance each vehicle is towed, and any other information required by California Vehicle Code Section 10650.

18.1.2 Keep complete and accurate records of all vehicles towed, impounded, or stored and, at the request of the Police Department, furnish this list, including the amount of all towing and storage charges assessed for each vehicle.

18.1.3 Maintain the records required by this section for the time period specified in California Vehicle Code Section 10650.

18.2 Sufficient Detail Required. The records should be sufficiently detailed to locate a vehicle by license plate number only, if the make, model, color, date and location of the vehicle are unavailable.

18.3 Notification to DOJ. Where appropriate, the Authorized Towing Contractor shall also notify the Department of Justice when required by Section 10652 of the California Vehicle Code.

19.0 Records Inspections

All records required to be kept by the Authorized Towing Contractor pursuant to Section 18 of these Rules and Specifications shall be available for inspection by representatives of the Police Department and the California Highway Patrol, upon reasonable written notice by the Police Department or California Highway Patrol.

20.0 Towing/Storage Rates and Fees

20.1 Towing Rates. Fees charged for Non-Consensual Towing Services shall be reasonable and not in excess of those rates charged for similar services provided by the Authorized Towing Contractor in response to requests initiated by other public agencies or private persons.

20.2 Unauthorized Charges. All Authorized Towing Contractors shall comply with Chapter 20.3 of Division 3 of the California Business and Professions Code (commencing with Section 9880.1) with regard to unauthorized charges or repair work on vehicles in its charge and the posting of notices.

20.3 Police Department Approval. Prior to providing Non-Consensual Towing Services, each Authorized Towing Contractor shall submit his/her proposed towing and storage fees, (normal storage and storage in the Designated Impound Space) to the Police Department's Chief of Police or designee for review and approval. The Chief of Police or designee shall determine the reasonableness of the towing and storage fees based upon average towing and storage fees for Riverside County. By entering into a Towing Service Agreement, each Authorized Towing Contractor shall be deemed to have agreed to reduce its towing and storage fees for Non-Consensual Towing Services to a reasonable amount if such fees are above the average towing and storage fees for Riverside County or otherwise deemed to be unreasonable by the Police Department's Chief of Police or designee. Each Authorized Towing Contractor shall submit its proposed towing and storage fees to the Police Department's Chief of Police or designee by December 1 of each year for review and approval.

20.4 Rates Per Day. Vehicles stored for twenty-four (24) hours or less shall be charged for no more than one (1) day of storage. Each day thereafter shall be calculated by calendar day.

20.5 No Cost to City. In the event that the City is responsible for the cost of any storage and/or towing fees, such fees shall be waived, and the Authorized Towing Contractor shall not assess the City or Vehicle Owner any towing or storage fees or charges.

20.6 Posting of Rates. A copy of the Authorized Towing Contractor's towing and storage rate and fee schedule shall be maintained inside each Tow Vehicle and presented upon request of the Vehicle Owner or driver. Towing and storage rates shall be conspicuously posted in public view at the Vehicle Storage Facility in accordance with California Civil Code Section 3070.

20.7 No Claim Against City. Authorized Towing Contractors shall have no claim against the City for the cost of its Non-Consensual Towing Services and shall look solely to the Vehicle Owner for such costs. No representation is made by the City that the Vehicle Owner will be financially responsible.

20.8 No Charge for Storage in Designated Impound Space. An Authorized Towing Contractor shall not charge the City for storage of vehicles in the Designated Impound Space.

21.0 After Hours Release

The after-hours release fee for release of a vehicle after normal business hours, as defined in Section 11.2 of these Rules and Specifications, shall be no more than one-half (½) of the Authorized Towing Contractor's hourly tow rate. The after-hours release fee authorized by this Section 21 is in addition to all other fees that may be charged for the release of a vehicle.

22.0 Acceptance of Payment

Authorized towing contractors shall accept payment by a valid bank credit card or cash for towing and storage charges. Authorized towing contractors shall have sufficient funds on the premises to accommodate and make change for all reasonable monetary transactions. Payment may be accepted from a Vehicle Owner, pursuant to California Vehicle Code, Section 22651.1. Any credit card surcharges shall comply with California Civil Code Section 1748.1.

23.0 Signs and Advertising

23.1 Signs on Tow Vehicles. Each Authorized Towing Contractor shall comply with California Vehicle Code Section 27907 regarding signs on tow trucks.

23.2 No Affiliation with City. Authorized Towing Contractors shall not display any sign or advertising materials on their vehicles or equipment that indicates that they are used for or provide towing services on behalf of the City of Beaumont.

24.0 Towing Company/Police Department Communication

The Chief of Police, or his or her designee, shall meet at least quarterly with each Authorized Towing Contractor to discuss issues concerning the Non-Consensual Towing Services provided. These meetings shall be scheduled on a mutually agreed upon date and are mandatory for each Authorized Towing Contractor or his/her designee.

25.0 Audits

25.1 Towing Response Log. Authorized Towing Contractors shall maintain a "Beaumont Police Department Towing Response Log". The log shall detail the towing history of the towed vehicle from the origination of a call to final disposition. The log must be completed by the Authorized Towing Contractor and shall be submitted to the Chief of Police or designee, for each month no later than the 15th day of the following month. Sample forms of this "log" shall

be provided by the Chief of Police or designee. Additionally, Logs shall be available for inspection by the Police Department or other City investigators anytime during normal business hours.

25.2 Annual Audit of Records. Authorized Towing Contractors shall submit to an "audit" of their towing receipts, logs, records, schedules, and books for Non-Consensual Towing Services provided to the City. A responsible audit firm selected by the City shall conduct the audit. The Police Chief shall determine the frequency of such audits. An audit may be conducted for one or more Authorized Towing Contractors at a time, as determined by the Police Chief. The Police Department shall give each Authorized Towing Contractor fifteen (15) days written notice of the audit.

25.3 Cost of Audit. Authorized Towing Contractors that are subject to an audit pursuant to Section 25.2 shall pay the actual cost of the audit based upon the then-current rates established by the audit firm selected by the City to conduct the audit, as authorized by resolution of the City Council. If more than one Authorized Towing Contractor is subject to the audit, each Authorized Towing Contractor that is a subject of the audit shall pay a pro-rata share of the audit costs. The Police Department will provide each Authorized Towing Contractor that is subject to an audit with the estimated costs and proposed audit procedures, including a description of the scope of the audit prior to the initiation of the audit. Each Authorized Towing Contractor that is subject to an audit shall pay the costs of the audit to the Police Department within fifteen (15) days of the Police Department's written notice of the audit.

26.0 Inspection of Towing Facilities; Reimbursement of Costs

Each Authorized Towing Contractor's equipment and facilities, including without limitation the Vehicle Storage Facility and all Tow Vehicles shall be inspected by the Police Department at least once annually. The annual inspection conducted by the CHP may substitute for the inspection required by this section provided that the Police Department shall have the right to inspect each Authorized Towing Contractor's equipment and facilities at any time. Upon request, the most current CHP Form 234 for each Tow Driver shall be provided to the Beaumont Police Department for review during the annual inspection.

27.0 Indemnity and Insurance

27.1 Indemnification. As further provided in the Towing Service Agreement, each Authorized Towing Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of the Authorized Towing Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Non-Consensual Towing Services or the Towing Service Agreement, including without limitation the payment of all expert witness fees and attorneys' fees and other related costs and expenses.

27.2 Insurance.

27.2.1 Time for Compliance. An Authorized Towing Contractor shall not

commence providing Non-Consensual Towing Services under a Towing Service Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate the Towing Service Agreement for cause.

27.2.2 Minimum Requirements. Each Authorized Towing Contractor shall, at its expense, procure and maintain for the duration of the Towing Service Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Towing Service Agreement by the Authorized Towing Contractor, its agents, representatives, officers or employees. Such insurance shall meet at least the following minimum levels of coverage:

(A) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; (4) Garage keepers Liability Insurance. The insurance requirements for Commercial General Liability Coverage and Automobile Liability Coverage can be satisfied with equivalent coverage provided for under a Garage Liability Policy, (Form CA 005).

(B) **Minimum Limits of Insurance.** Each Authorized Towing Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile and On-Hook Liability*: Automobile Liability in the amount of \$1,000,000 per accident for bodily injury and property damage, and On-Hook coverage of \$100,000 per occurrence; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Garage keepers Liability*: \$1,000,000 per occurrence and to cover the full replacement cost of the City's property while in the care, custody and control of the Authorized Towing Contractor.

27.2.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or the Authorized Towing Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) **General Liability.** The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the services or operations performed by or on behalf of the Authorized Towing Contractor, including materials, parts or equipment furnished in connection with such services; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Authorized Towing Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained

by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Authorized Towing Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile and On-hook Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (A) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Authorized Towing Contractor or for which the Authorized Towing Contractor is responsible; and (B) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Authorized Towing Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Authorized Towing Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Authorized Towing Contractor.

(D) Garage Keepers Liability. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Authorized Towing Contractor's insurance and shall not be called upon to contribute with it in any way.

(E) All Coverages. Each insurance policy required by this section shall be endorsed to state that: (A) coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the City, provided that if a thirty (30) days' notice of cancellation endorsement is not available the Authorized Towing Contractor shall notify City of this unavailability in writing and shall forward any notice of cancellation to the City within two (2) business days from date of receipt by the Authorized Towing Contractor; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. An Authorized Towing Contractor's failure either to obtain an endorsement providing thirty (30) days prior written notice of cancellation endorsement or to forward the City any notice of cancellation issued to the Authorized Towing Contractor shall be considered breach of contract.

27.2.4 Separation of Insureds; No Special Limitations. All insurance required by this section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

27.2.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Each Authorized Towing Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers,

employees, agents, and volunteers; or (2) the Authorized Towing Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

27.2.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the City.

27.2.7 Verification of Coverage. Each Authorized Towing Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Section on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

27.2.8 Reporting of Claims. Each Authorized Towing Contractor shall report to the City, in addition to the Authorized Towing Contractor's insurer, any and all insurance claims submitted by the Authorized Towing Contractor in connection with the Non-Consensual Towing Services under the Towing Service Agreement.

27.3 Insurance Required Prior to Providing Non-Consensual Towing Service. The Towing Service Agreement shall provide that it shall not be effective unless and until the insurance required by this section is obtained and certificate(s) are provided to the City in accordance with the provisions above.

28.0 Assignment or Transfer

Authorized Towing Contractors shall not assign or transfer, in whole or in part, the Towing Service Agreement or any rights to provide Non-Consensual Towing Services without the prior written consent of the Chief of Police. Authorized Towing Contractors shall not sub-contract any Non-Consensual Towing Services without the express written consent of the Chief of Police or designee.

29.0 Assumption of Risk

Authorized Towing Contractors shall assume all risk in the event of damage, theft, fire or otherwise, of any vehicle towed or any personal property towed and stored by the Authorized Towing Contractor, its employees or agents. Any and all claims, demands or liability arising out of or in connection with the provision of Non-Consensual Towing Services shall assumed by the Authorized Towing Contractor.

30.0 Complaints and Disciplinary Action.

30.1 Investigation of Complaints. Any complaints received by the Police Department concerning an Authorized Towing Contractor and/or its agents, representatives, officers or employees will be documented and investigated by the Police Department in a fair and impartial manner. Complaints will be received and investigated for allegations of, but not limited to:

- (a) Discourteous service
- (b) Unethical business practices
- (c) Unsafe or improper handling of stored or impounded vehicles
- (d) Over-charging for services
- (e) Excessive delay in responding to calls
- (f) Unsafe towing equipment
- (g) Violations of State laws, including traffic violations
- (h) Violations of City ordinances
- (i) Deficient security at Vehicle Storage Facility
- (j) Deficient conditions at Vehicle Storage Facility
- (k) Failure to comply with these Rules and Specifications
- (l) Failure to perform according to the Towing Service Agreement
- (m) Failure to keep required records

30.2 Notification of Complaint. The Police Department will endeavor to send a copy of the complaint and a request for a response to the Authorized Towing Contractor and/or the Tow Driver or employee who is the subject of the complaint within ten (10) business days of receipt of the complaint. Notwithstanding the foregoing, the Police Department will not notify the Authorized Towing Contractor and/or the Tow Driver or employee who is the subject of the complaint if it is determined that notification will impede or interfere with the Police Department's investigation.

30.3 Response from Authorized Towing Contractor. The Authorized Towing Contractor and/or the Tow Driver or employee who is the subject of the complaint shall respond in writing to the complaint within ten (10) business days from the date of the City's request for a response. Failure to respond within ten (10) business days will result in the investigating officer making a decision on the complaint based upon the information available.

30.4 Findings of Investigating Officer. The investigating officer shall consider all evidence available and present his or her findings to the Police Chief. Upon receipt of findings from the investigating officer, the Police Chief shall make one of the following determinations concerning the complaint:

- (a) Unfounded – Incident did not occur or did occur but was lawful
- (b) Inconclusive – Unable to determine if the incident occurred or unable to determine if the Authorized Towing Contractor and/or its agents, representatives, officers or employees are responsible
- (c) Sustained – Incident occurred and was either contrary to these Rules and Specifications, the Towing Service Agreement or federal, state or local law.

30.5 Police Chief Determination. If a complaint is determined to be sustained and the circumstances or prior record show cause for suspension, the Police Chief may suspend the Authorized Towing Contractor and/or the Tow Driver or employee for a period not to exceed thirty (30) calendar days. The Police Chief shall issue a written determination, which shall be provided to the Authorized Towing Contractor and/or the Tow Driver or employee who is the subject of the complaint.

30.6 Appeal to City Manager. The Authorized Towing Contractor and/or the Tow Driver or employee may appeal the Police Chief's determination to the City Manager in writing within ten (10) calendar days. After consideration of the Police Chief's recommendation and any documentation submitted by the Authorized Towing Contractor and/or the Tow Driver or employee, the City Manager shall issue a written decision upholding, overturning or modifying the Police Chief's determination. The City Manager's decision shall be final.

30.7 Immediate Suspension for Public Safety. Notwithstanding anything contained in these Rules and Specifications to the contrary, the designee and with approval of the Chief of Police, shall have the authority to immediately suspend any Authorized Towing Contractor, Tow Driver and/or employee of an Authorized Towing Contractor whose conduct is deemed to create an immediate danger to the public or who has engaged in conduct constituting a gross violation of Chapter 5.51 and/or these Rules and Specifications.

31.0 Termination

The Police Chief may terminate any Towing Service Agreement during its term without cause by providing sixty (60) days written notice to the Authorized Towing Contractor. The City may terminate the Towing Service Agreement for cause by providing five (5) days written notice to the Authorized Towing Contractor. The Towing Service Agreement may be terminated for cause by the City upon the occurrence of any one or more of the following events:

- (a) Failure of the Authorized Towing Contractor to comply with any of the provisions of the Towing Service Agreement.
- (b) Repeated and/or flagrant violations of the California Vehicle Code by the Authorized Towing Contractor and/or its agents, representatives, officers, Tow Drivers or employees/
- (c) Failure of the Authorized Towing Contractor to maintain clean, orderly and secure Vehicle Storage Facilities.
- (d) Failure of the Authorized Towing Contractor to obtain and maintain a current valid license to do business in the City.
- (e) Repeated failure of the Authorized Towing Contractor to respond to calls for Non-Consensual Towing Services within the Response Time required by Section 15.1 of these Rules and Specifications.
- (f) Commission by the owner or operator of the Authorized Towing Contractor of any unlawful, false, fraudulent, deceptive or dangerous act while conducting its towing business.
- (g) Cancellation, withdrawal or lapse of insurance coverage required by these Rules and Specifications and the Towing Service Agreement.
- (h) Dissolution of business or bankruptcy.
- (i) Assignment of the Towing Service Agreement, or any right or interest stated therein, without the City's prior written consent.
- (j) Failure of the Authorized Towing Contractor to maintain satisfactory service to the public, or for failure to keep any vehicle in the Authorized Towing Contractor's charge in a safe condition and good repair.
- (k) Any conviction of a Tow Driver, owner or employee of the Authorized Towing Contractor involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug related offense,

felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug, or conviction of any crime of moral turpitude as defined by relevant case law, substantially related to the qualifications, functions and duties of being a Towing Company or Tow Driver.

32.0 Amendments to the Rules and Specifications

The Police Chief shall have the authority to promulgate amendments to these Rules and Specifications any time the Police Chief deems such amendments to be necessary. Notice of any amendments shall be provided to all Authorized Towing Contractors at least ten (10) days prior their effectiveness. Notice shall also be provided by posting (s) a summary of the amendment(s) on City bulletin boards that are available for review by the public.

33.0 Not Responsible for Reliance on these Rules

Nothing contained in these Rules and Specifications or the Beaumont Municipal Code shall be deemed or construed to create an invitation or offer to provide or select a particular Towing Company to provide Non-Consensual Towing Services to the City. Existing and future Towing Companies wishing to provide Non-Consensual Towing Service to the City that purchase new or additional equipment, resources, land and/or hire additional personnel, do so at their own risk. The City shall not be liable for a Towing Company's failure to be selected as an Authorized Towing Contractor by the City.

Sean Thuilliez
CHIEF OF POLICE
CITY OF BEAUMONT

Date

Exhibit “A” Sample Point System Evaluation Criteria

The following point criteria and evaluation standards shall apply:

Ownership of Equipment and Facilities. Towing Company demonstrates and furnishes proof of possession of the Tow Vehicles, towing equipment and Vehicle Storage Facilities necessary to perform the obligations set forth in these Rules and Specifications, as well as title to or lease agreements for the right to use the Tow Vehicles, towing equipment, land and improvements within the Vehicle Storage Facility. The proposed Vehicle Storage Facility and improvements thereon meet the zoning and building requirements of the city or county in which it is located, as well as all requirements of these Rules and Specifications. (1 point)

Location of Storage Facility. The proposed Vehicle Storage Facility is located within the City of Beaumont or adjoining City to ensure adequate response times and limit the City's costs and administrative burdens of having Police Department personnel conduct investigations outside the City's boundaries. (1 point)

Vehicle Storage Facility Requirements. Adequate security measures for the protection of vehicles and property are provided for the Towing Company's Vehicle Storage Facilities. Towing Company's proposed Vehicle Storage Facilities either consist of enclosed buildings or are enclosed by a wall or fence at least 6 feet in height. (1 point)

Minimum Qualifications for Tow Vehicles and Equipment

The Towing Company owns or leases at least two (2) Tow vehicles: one of which is a two (2) ton flatbed. For those responding to the “Heavy” Request for Proposal must have a tow vehicle with a GVWR of greater than 23,500 pounds. The Tow Vehicles are based/stationed at the Towing Company's primary Vehicle Storage Facility and are available to perform towing services at all times during the term of any Towing Service Agreement. (3 points + 1 point for every vehicle above the minimum: Maximum 6 points.)

Towing Company has at least one (1) Tow Vehicle designed to carry motorcycles, by a flatbed truck, trailer or other means which will not cause additional damage to the motorcycle. (1 point for each vehicle: Maximum 3 points)

All Tow Vehicles are equipped as tow trucks in compliance with the provisions of the California Vehicle Code, including, but not limited to, Sections 615, 21711, 24605, 25100, 25253, 25300, 27700, and 27907 and have passed the most recent annual CHP inspection. (1 point for each vehicle: Maximum 6 points)

All Tow Vehicles have adequate equipment for the towing of vehicles. Basic equipment shall include: Fire Extinguisher(s), Broom, Shovel, Reflective Triangles, Flares, Two Trash Can(s) with Absorbent, and shop to truck radio. (1 point for each vehicle: Maximum 6 points)

All Tow Vehicles have a cable winch of sufficient size and a cable capacity of not less than 50 feet on a flatbed and 100 feet on a wheel lift to retrieve vehicles which have gone over embankments or off traveled portions of roadways into inundated areas or other inaccessible locations. (1 point for each vehicle: Maximum 6 points)

Towing Company has equipment for and personnel proficient in unlocking locked vehicles. (1 point)

Minimum Driver/Personnel Requirements

Towing Company has demonstrated the availability of at least two (2) qualified Tow Drivers at all times. Towing Company has provided the name, date of birth, and valid California Driver License number of all Tow Drivers employed by the Towing Company. (1 point)

Towing Company has provided proof that each Tow Driver possesses the proper class of driver license for the class of Tow Vehicle driven and for the type of tow service performed according to the California Vehicle Code. (1 point)

Towing Company provides Tow Drivers with uniform type pants and shirts. (1 point if provided with uniforms)

Minimum Radio Communication Requirements

Towing Company has installed radio transmission and reception contact equipment in each Tow Vehicle and/or provided such equipment to each Tow Driver. (1 point for every vehicle provided with radio transmission capabilities: Maximum 3 points)

Additional Criteria

Designated Impound Space.

- 1 additional point if the Designated Impound Space is between 500 to 3,000 square feet in size.
- 2 additional points if the Designated Impound Space is more than 3,000 square feet in size.

Security of Designated Impound Space.

- 1 additional point if Designated Impound Space is equipped with recording/surveillance cameras.
- 1 additional point if Designated Impound Space is equipped with a security alarm.
- 1 additional point if Designated Impound Space is patrolled by security guard.

Security of Vehicle Storage Facility.

- 1 additional point if Towing Company's Vehicle Storage Facility is equipped with recording/surveillance cameras.
- 1 additional point if Towing Company's Vehicle Storage Facility is equipped with a security alarm.
- 1 additional point if Towing Company's Vehicle Storage Facility is patrolled by security guard.

Customer Parking.

- 1 additional point for 5 or more spaces.
- 2 additional points for 10 or more spaces.

Fax Machine/Email capability on the Premises.

- 1 additional point for a fax machine or email availability at the facility for tow related business.

CHP Contract and VIN Verifier.

- 1 additional point for being an approved CHP towing provider.
- 1 additional point for being an approved VIN verifier.

Tow Driver Certification.

1 additional point for every Tow Driver certified by the California Tow Truck Association
(Maximum 4 points)

In the event of a tie the tied Towing Companies (only) shall be awarded additional points based on the following:

- Tow Office and Vehicle Storage Facility at same location (1 point)
- Lack of crime reports concerning stored vehicles in the previous 1-year period (1 point)
- Towing Company currently provides or has previously provided Non-Consensual Towing Services to City in a satisfactory manner (2 points)
- Provides customer waiting area and customer phone (1 point)
- Accepts at least 3 major credit cards (1 point)

In the event of a secondary tie the Chief of Police shall recommend the Towing Company with the most continuous years of providing tow truck service in the City as determined by the number of years that the Towing Company has had a business license with the City.

Exhibit "B"

BEAUMONT POLICE DEPARTMENT TOWING RESPONSE LOG

BEAUMONT POLICE DEPARTMENT
 MONTHLY TOWING RESPONSE LOG FOR _____
 FOR THE MONTH OF _____ 20____

Month and Item Number	Receipt / Invoice #	Type of Call	Date of Service	Time Called	Time Dispatched	Time Arrived	Time Finished	Equipment Required	Fee Charged	Storage Date / Time	Storage Released Date / Time	
Location of Tow:							Comments					
Location of Tow:							Comments					
Location of Tow:							Comments					
Location of Tow:							Comments					
Location of Tow:							Comments					
Location of Tow:							Comments					
Location of Tow:							Comments					
Submitted By:							Page	of				
Signature of Authorized Tow Company Representative							Date					
Notes:												
							Month and item number is the sequential activity number. Ex:5-2 (5=May, 2=second vehicle for May. Tows and Service are treated the same.) Report is due to Field Services Division Commander by 15th of following month.					



Staff Report

TO: City Council
FROM: Sean Thuilliez, Chief of Police
DATE: February 16, 2021
SUBJECT: Approval to Replace/Update ALPR Technology

Background and Analysis:

Automated license plate reader (ALPR) technology provides law enforcement with the ability to capture and store digital license plate data and then compare that data almost instantly with stolen vehicle and other law enforcement databases. The data may also be used to aid in criminal investigations.

In 2012, the Beaumont Police Department had two patrol vehicles equipped with an ALPR system made by Motorola. These ALPR systems purchased in 2012 are outdated and no longer operable.

The ALPR system component being requested is a fixed camera mounted on a patrol unit and when paired with computer software, captures and records a vehicle's license plate information. These systems typically photograph an image of a license plate and use optical character recognition (OCR) software to convert the image into the alphanumeric characters of the license plate. This data is then compared to data held in other databases. The ALPR system captures other information as well, including the geographic location of a license plate and the time and date that the license plate was scanned. The ALPR system can also provide a contextual photo of the car itself as well as other information about the vehicle to include make and model, distinguishing features and state of registration.

Vigilant Solutions, owned by Motorola, is the manufacturer of the ALPR system that the City previously purchased. Vigilant Solutions will remove the outdated and nonfunctioning ALPR systems and install two new ALPR systems on two patrol vehicles. The new system can capture license plates on vehicles traveling at faster speeds, and the newer technology can read temporary license plates as well as personalized license plates with different color backgrounds.

All data and images gathered by the ALPR are for the official use of the Beaumont Police Department. Because such data may contain confidential information, it is not open to public review. All data is closely safeguarded and protected by both procedural and technological means. Members approved to access ALPR data will do so for legitimate law enforcement purposes only, such as when the data relates to a specific criminal investigation or department-related civil or administrative action. ALPR system audits will be conducted on a regular basis.

Fiscal Impact:

The total cost for the removal and installation of two updated ALPR systems is \$30,872.15. It will be funded from SLESA account 220-0000-8040. Annual maintenance and support fees of approximately \$4,350 will be paid from general fund account 100-1230-7071-6040.

Recommended Action:

Approve the purchase of updated ALPR technology for the Police Department from SLESA funding,
Approve annual maintenance and support fees to be paid from the general fund,
and
Authorize the City Manager to sign the Vigilant Enterprise Service Agreement.

Attachments:

- A. Quote
- B. Annual Maintenance Fees
- C. Service Agreement



Quote for:

Beaumont Police Department

Attn:

Greg Fagan

Reference:

Mobile Swap (Discount)

Quote By:

Daniel Ramsden

Date:

12-16-20



		Vigilant Solutions, LLC 1152 Stealth Street Livermore, California 94551 (P) 925-398-2079 (F) 925-398-2113				Item 8.
						Issued To:
Project Name:	Mobile Swap (Discount)	Quote ID:	DAR-1373-02			

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(2)	Mobile LPR SYS-1 CDM-3-234-RHD	Mobile LPR 3-Camera Reaper High-Definition System (Expandable to 4 Cams) <u>Hardware:</u> <ul style="list-style-type: none"> • Qty=1 8mm lens package • Qty=1 12mm lens package • Qty=1 16mm lens package • VLP-5200 Processing Unit • Wiring harness w/ ignition control (Direct to Battery) <ul style="list-style-type: none"> ◦ Single point power connection • Field installed GPS antenna <u>Software:</u> <ul style="list-style-type: none"> • CarDetector Mobile LPR software application for MDC unit <ul style="list-style-type: none"> ◦ LPR vehicle license plate scanning / real time alerting ◦ Full suite of LPR tools including video tool set
(2)	VS-LBB-02-E	LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set <ul style="list-style-type: none"> • LPR Camera Mounting Bracket - Rooftop under light bar • Compatible with most Whelen, Code3, TOMAR, Federal Signal, Arjent S2 Light Bars • Mounts up to four (4) LPR cameras
(1)	VSBSCSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> • Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> ◦ Includes access to all LEARN or Client Portal and CarDetector software updates • Priced per camera per year for up to 14 total camera units registered • Requires new/existing Enterprise Service Agreement (ESA)
(1)	VSPK1SVC-01	Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> • Optional Service Package Benefits <ul style="list-style-type: none"> ◦ Extended access to Vigilant 'Private Data' via CarDetector Mobile Hit Hunter ◦ Unlimited access to Vigilant's Mobile Companion LPR application for Smartphones • Priced per camera per year for up to 14 total camera units • Requires Basic Service Package
(2)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> • Vigilant technician to visit customer site

		<ul style="list-style-type: none"> Includes system start up, configuration and commissioning of LPR system Applies to mobile (1 System) and fixed (1 Camera) LPR systems 	Item 8.
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit <ul style="list-style-type: none"> Vigilant certified technician to visit client site Includes all travel costs for onsite support services 	
(2)	VS-SHP-01	Vigilant Shipping Charges <ul style="list-style-type: none"> Applies to each Mobile LPR System Shipping Method is FOB Shipping 	
(2)	Deinstall/Install	Deinstall and Install of 2 4-cam mobile units.	
(1)	Sales Tax	7.75% sales tax on hardware	
Subtotal Price			\$30,872.15

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
5. This Quote does not include anything outside the above stated bill of materials.
6. One year of hosting and warranty included. Will be added to the end of the existing period of performance.
7. This quote reflects the Vigilant swap out campaign. Discounts applied.
8. Confirm brackets before order.
9. Sales tax included.
10. Install and deinstall are included.

Quoted by: Daniel Ramsden - 925-398-2079 - daniel.ramsden@vigilantsolutions.com

Total Price	\$30,872.15
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INVOICE

Vigilant Solutions, LLC
 1152 Stealth Street
 Livermore CA 94551
 United States
 Ph: (925) 398-2079 Fax: (925) 398-2113

Page Number	1 of 2	Item 8.
Request Date	11/03/2020	
Sold To	602420	
Branch Plant	10204	
Order Number	22955 S5	
Invoice	37233 RI	
Invoice Date	11/03/2020	

Sold To:

Beaumont PD
 660 Orange Ave
 Beaumont CA 92223

Line No	Item Number	Description	Quantity	Price
1	ESA RENEWALS STD OPT 1	ANNUAL SUBSCRIPTION RENWL FEE Period: 1/21 - 12/21	1	\$ 4,350.00
Terms		Net 30 Days		
Net Due Date		12/3/2020	Total Service Charge	\$ 4,350.00

* Details on annual CLKs renewal are included in the attached schedule.



Service Period	January 1, 2021 to December 31, 2021
Service Level	ESA-Standard
Annual Rate per Camera	\$ 725
Total Cameras	6

Year	Month	Eligible Cameras	Monthly Service Charge
2021	January	6	\$ 362.50
2021	February	6	\$ 362.50
2021	March	6	\$ 362.50
2021	April	6	\$ 362.50
2021	May	6	\$ 362.50
2021	June	6	\$ 362.50
2021	July	6	\$ 362.50
2021	August	6	\$ 362.50
2021	September	6	\$ 362.50
2021	October	6	\$ 362.50
2021	November	6	\$ 362.50
2021	December	6	\$ 362.50
Total Service Period Charge			\$ 4,350.00

Represents the number of Eligible Cameras with CLKs due for each respective month.

The Monthly Service Charge is calculated by taking the Annual Rate/12 months x monthly number of Cameras.

Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the “Agreement”) is made and entered into as of this _____ Day of _____, 20__ by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 (“Vigilant”) and _____, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at _____ (“Affiliate”).

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

“Booking Images” refers to both LEA Booking Images and Commercial Booking Images.

“CJIS Security Policy” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

“CLK” or **“Camera License Key”** means an electronic key that will permit each license of Vigilant’s CarDetector brand LPR software or FaceAlert brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

“Commercial Booking Images” refers to images collected by commercial sources and available on LEARN with a paid subscription.

“Commercial LPR Data” refers to LPR data collected by private sources and available on LEARN with a paid subscription.

“Criminal Justice Information Services Division” or **“CJIS”** means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice,

civilian, academic, employment, and licensing agencies.

“Effective Date” means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

“Enterprise License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant’s certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

“LEA Booking Images” refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA’s policies.

“LEA LPR Data” refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA’s retention policy.

“Service Fee” means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

“Service Package” means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

“Service Period” has the meaning set forth in Section III (A) of this Agreement.

“Software Products” means Vigilant’s Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, FaceAlert, and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

“Technical Support Agents” means Affiliate’s staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate’s Software Products support contact.

“User License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

“Users” refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the

Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant’s termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant’s notice of termination, which shall set forth in detail Affiliate’s purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate’s failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the “Warranty Period”). “Significant Defect” means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a

commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. **Software Support, Warranty and Maintenance.**

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI. **Camera License Keys (CLKs).**

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

If Affiliate is a generator as well as a consumer of LPR Data and or LEA Booking Images, Affiliate at its option may share its LEA LPR Data and or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data or LEA Booking Images generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Vigilant retains all title and rights to Commercial LPR Data and all Commercial Booking Images. Users shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data and LEA Booking Images generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data and LEA Booking Images generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data and LEA Booking Images generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data, Commercial Booking Images, LEA LPR Data and LEA Booking Images should be used by the Affiliate for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data and LEA Booking Images are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of “Users” to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person’s failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate’s Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit B.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant’s LPR Mobile Companion smartphone application

Service Package - Option # 2 – ‘Intelligence-Led Policing (ILP)’ Service Package:

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account (details in Exhibit A)

- Tiered based on size of department (Tier 1A up to 50 sworn officers Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK’s at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK’s Issued)				
Total # of CLK’s under this ESA	0-14 CLK’s	15-30 CLK’s	31-60 CLK’s	Over 60
Basic Service	\$525.00	\$450.00	\$400.00	\$275.00
Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00
ILP Subscriber CLK Renewal Fees	\$525.00	\$450.00	\$400.00	\$275.00

Intelligence-Led Policing Service Package Annual Fee Schedule		
Tier	Mobile	Fixed
ILP Tier 1B (Option #2)	\$ 11,750.00	\$ 22,250.00
ILP Tier 1A (Option #2)	\$ 15,250.00	\$ 25,750.00
ILP Tier 1 (Option #2)	\$ 18,750.00	\$ 29,250.00
ILP Tier 2 (Option #2)	\$ 34,250.00	\$ 55,250.00
ILP Tier 3 (Option #2)	\$ 55,250.00	\$ 86,750.00
ILP Tier 4 (Option #2)	\$ 84,750.00	\$126,750.00
ILP Tier 5 (Options #2)	\$117,495.00	\$169,995.00
ILP Tier 6 (Option #2)	\$144,995.00	\$207,995.00
ILP Tier 7 (Option #2)	\$185,000.00	\$251,000.00
ILP Tier 8 (Option #2)	\$292,500.00	\$369,000.00

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant’s net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for

subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Affiliate and Vigilant agree that the number of CLKs issued as of the Effective Date of this Agreement is ____ [Insert Quantity]. All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. Advanced Service Fee Payments. Vigilant will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

C. Assignment. Neither Vigilant nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of California without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

<p>Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551</p>	<p>Affiliate: _____ Attn: _____ Address: _____ _____</p>
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M. Authorized Representatives; Technical Support Agents. Affiliate’s Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Affiliate’s Authorized Representative is responsible for administering this Agreement and Affiliate’s Technical Support Agents are responsible for administering the Software Products and acting as Affiliate’s Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

N. Facial Recognition Image Integration. Affiliate may elect, at its sole discretion, to have Vigilant enable the ability for the Affiliate’s existing facial recognition images to be imported into its FaceSearch gallery. This process requires some reformatting of the data for compatibility. The data remains property of the Affiliate, is maintained according to the retention policy set by the Affiliate and is shared to other agencies under the rules defined by the Affiliate. This service is at an additional cost. Vigilant uses a third-party service from The Center for Law Enforcement Technology, Training, & Research, Inc. (LETTR) to deliver this service. If the Affiliate elects to use this service, it acknowledges that The Center for Law Enforcement Technology, Training, & Research, Inc. a non-profit, 501(c)(3) corporation, working under contract with Vigilant and acting on behalf of the Affiliate, will perform the described services for law enforcement information sharing purposes.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date: _____

Signature: _____

Affiliate Organization: _____

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____

Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:			
Company / Agency Type:			
Address:			
Primary Contact			
Name:			
Title:		Phone:	
Email:			
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079

Exhibit A: Option # 2 ILP Tier Package Components

<p>ILP Bundle for Agencies of Up to 25 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images 	<p>ILP Bundle for Agencies of Up to 50 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images
<p>ILP Bundle for Agencies of 51 to 100 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images 	<p>ILP Bundle for Agencies of 101 to 200 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Two (2) 3-Camera Mobile LPR System or Six (6) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 20,000 images
<p>ILP Bundle for Agencies of 201 to 500 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Three (3) 3-Camera Mobile LPR System or Nine (9) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 50,000 images 	<p>ILP Bundle for Agencies of 501 to 1,000 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Four (4) 3-Camera Mobile LPR Systems or Twelve (12) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 75,000 images
<p>ILP Bundle for Agencies of 1,000 to 1,500 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Five (5) 3-Camera Mobile LPR Systems or Fifteen (15) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 100,000 images 	<p>ILP Bundle for Agencies of 1,501 to 2,000 Sworn Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Six (6) 3-Camera Mobile LPR Systems or Eighteen (18) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 200,000 images

<p>ILP Bundle for Agencies up to 2,500 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Seven (7) 3-Camera Mobile LPR Systems or Twenty one (24) Fixed Camera Systems- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter- Agency license for FaceSearch- Image gallery up to 250,000 images	<p>ILP Bundle for Agencies up to 5,000 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none">- Agency license for LEARN SaaS- Unlimited access to Commercial LPR data- Eight (8) 3-Camera Mobile LPR Systems or Twenty four (24) Fixed Camera Systems- First year of Basic and Standard Service Packages- LEARN-Mobile Companion- Mobile Hit Hunter- Agency license for FaceSearch- Image gallery up to 500,000 images
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Exhibit B: CJIS Requirements

Vigilant and the Affiliate agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Affiliate agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Affiliate use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Affiliate agree that Affiliate owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Affiliate-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Affiliate agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Affiliate agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Affiliate agree that the Affiliate is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Affiliate.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Affiliate owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.

7. Vigilant agrees to immediately inform Affiliate of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Affiliate's account or Affiliate data in support of Affiliate as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Affiliate data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Affiliate of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Affiliate.
13. Vigilant will advise Affiliate when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Affiliate owned data and Vigilant systems as intended by the Affiliate and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Affiliate owned information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Affiliate owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Affiliate can monitor access and activity of Vigilant support staff and Affiliate users for unauthorized access, disclosure, alteration or misuse of Affiliate owned data. (Vigilant support staff will only have access when granted by the Affiliate.)
23. Vigilant will only perform direct support remote access to Affiliate systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Affiliate. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Affiliate data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Affiliate data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Affiliate, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Affiliate.
28. Vigilant agrees that the Affiliate owns all Affiliate contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Affiliate.

Affiliate:

1. Affiliate agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Affiliate agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Affiliate agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Affiliate agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Affiliates, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Affiliate agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Affiliate agrees that they are responsible for proper equipment operation and placement of equipment.
7. Affiliate agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Affiliate information.
8. Affiliate agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Affiliate.
9. Affiliate agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission (“Hotlist upload”) into Vigilant systems.
10. Affiliate agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Affiliate agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Affiliate agrees to reinforce client staff policies for not sharing user accounts.
13. Affiliate agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Affiliate agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Affiliate agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Affiliate agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Affiliate agrees to use the “virtual escorting” security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Affiliate agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Affiliate created policies and procedures that guide user access and appropriate use of the system.
19. Affiliate agrees that information and services provided through Vigilant products do not provide any actionable information, Affiliate users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.



Staff Report

TO: City Council

FROM: Jeff Mohlenkamp, Finance Director
Jennifer Ustation, Senior Accountant

DATE February 16, 2021

SUBJECT: Contract for Investment Advisor and Portfolio Management Services

Background and Analysis:

On September 15, 2020, City Council took action to adopt a revised investment policy. At the time of adopting the policy the topic of investment advisor selection was discussed. City staff believe that engaging an investment advisor would provide many benefits to the City's investment portfolio by providing professional advice on investment selection, management of the City's investment portfolio and assisting the City in achieving the goals of the investment policy which are safety of principal, liquidity, and obtaining a market rate of return.

On November 9, 2020, the Finance and Audit Committee formed a selection sub-committee to develop and issue a request for proposals (RFP) for investment advisor services and to select a firm from the RFP submissions to bring back to the Finance and Audit Committee for recommendation to the City Council.

The sub-committee consisted of Treasurer Barry Ginnetti and Member Frank Parks, Finance Director Jeff Mohlenkamp and Senior Accountant Jennifer Ustation. The RFP (Attachment A) was issued on November 30, 2020, with a due date of January 6, 2021. Eight (8) firms responded to the RFP as follows:

- Chandler Asset Management,
- Gracia Hamilton & Associates, L.P.,
- HighMark Capital Management,
- Meeder Investment Management,
- PFM Asset Management,
- Public Trust Advisors, LLC,
- Time Value Investments, and
- USbancorp.

The sub-committee reviewed all eight (8) proposals to select firms to interview based on selection process guidelines within the RFP. Three (3) firms were then selected for an interview by the sub-committee. Public Trust Advisors, LLC, received a unanimous highest ranking. The firm selection was presented to the Finance and Audit Committee February 8, 2021, in which the committee made a unanimous vote to recommend for City Council consideration of contract award.

A contract has been negotiated for investment advisor and portfolio management services with an initial term of three years with options for two additional one-year extensions (Attachment B).

Fiscal Impact:

The contract amount for the three-year period is as follows:

Year 1 – First \$50 million in assets under management 5 bps (0.05%) , assets above \$50 million under management 4.5 bps (0.045%) with a capped fee of \$35,000.

Year 2 and 3 - First \$50 million in assets under management 5 bps (0.05%) , assets above \$50 million under management 4.5 bps (0.045%)

City staff would note that a separate agreement with a custodial bank will need to be adopted as well. This cost is expected to be 1.0 bps or less. For a \$75 million portfolio, this would translate to an estimated annual cost of approximately \$7,500.

It is expected that the increased revenue that would come in for restructuring the investments would more than offset the costs of this contract and the necessary costs associated with a custodial bank.

Recommended Action:

Approve a three-year contract with Public Trust Advisors, LLC, to perform investment advisor and portfolio management services with options for 2 one-year extensions.

Attachments:

- A. RFP for Investment Advisor and Portfolio Management Services
- B. Contract with Public Trust Advisors, LLC for Investment Advisor services



CITY OF BEAUMONT

550 E. Sixth Street, Beaumont, CA 92223

Phone: (951) 769-8518 Fax: (951) 769-8526

REQUEST FOR PROPOSAL

FOR Investment Advisor and Portfolio Management Services

CITY OF BEAUMONT FINANCE DEPARTMENT

Jeff Mohlenkamp, Director of Finance
550 E. 6th Street - Beaumont, California 92223

(951) 572-3236

e-mail address: jmohlenkamp@beaumontca.gov

Proposals Due By:

12:00 Noon

Wednesday, January 6, 2020

RFP Available online at:
Public Purchase, CSMFO, GFOA and
www.ci.beaumont.ca.us

Table of Contents

Request for Proposal

Introduction.....2

Background.....2

Project Schedule.....3

Response Submittal.....3

General Requirements.....4

Proposal Requirements.....5

Overview and Scope of Services.....9

Selection Process.....9

Attachment I

Contract Services Agreement.....10-22

Attachment II

Scope of Service.....23-25

Attachment III

City of Beaumont Investment Policy.....26-38

CITY OF BEAUMONT
REQUEST FOR PROPOSAL
Investment Advisor and Portfolio Management Services

INTRODUCTION

The City of Beaumont is seeking proposals from firms to provide investment advisory and portfolio management services for approximately \$89 million in operating and capital funds (non-pension funds). The term will be three years, with two one year options, which may be exercised at City's discretion. The selected firm(s) will be responsible for performing in accordance with the scope of services, as further detailed in Attachment II.

Background Information

The City of Beaumont is a general law city incorporated in 1912 currently serving a population of approximately 49,000, located in Western Riverside County. The City operates under a council-manager format of government which consists of a Mayor, Mayor Pro-Tem, three Councilmembers and the City Manager. The positions of Mayor and Mayor Pro-Tem are rotated among the elected Councilmembers. A City Clerk and Treasurer are elected position, each for a four-year term.

In addition to its function as the governing body of the City, the City Council acts as the governing body for other separate entities: Beaumont Financing Authority, Beaumont Public Improvement Authority, Beaumont Transit System, and the Beaumont Utility Authority. The City's management also has custodial, accounting and financial reporting responsibility for the Successor Agency to the City of Beaumont Redevelopment Agency. There is no requirement for separate financial reporting for these separate entities with one exception (Beaumont Transit System).

Official accounting records are on-site in the Finance Department, while some supporting information may be located in other departments within the City. Beaumont uses the Tyler Incode 10 accounting software. Payroll is processed through Paychex. We are in the process of upgrading Incode 10 to include the payroll module and should be complete by June 30, 2021.

The City's primary investment objective to achieve a reasonable rate of return on public funds while minimizing the potential for capital losses arising from market changes or issuer default. Although the generation of revenues through interest earnings on investment is an appropriate City goal, the primary consideration in the investment of City funds is capital preservation in the overall portfolio and maintaining required liquidity. As such, the City's yield objective is to achieve a reasonable rate of return on City investments rather than the maximum generation of income, which could expose the City to unacceptable levels of risk.

The Investment Policy is attached as Attachment III.

Relevant operational detail for conducting investment advisor and portfolio management services is provided as follows:

1. The Finance Department consists of the Finance Director, and five (5) staff members responsible for accounting and financial reporting, budgeting, payroll, accounts payable, revenue recording, banking and treasury investment, purchase order and project accounting tracking. Revenues are collected at various locations throughout the City and recorded in Tyler Incode 10 by non-finance department personnel.
2. City Funds and Account Groups are as follows:
 - a. General Fund (1)
 - b. Internal Service Funds (2)
 - c. Special Revenue Funds (9)
 - d. Debt Service Fund (1)
 - e. Capital Project Funds (17)
 - f. Enterprise Funds (7)
 - g. Agency Funds (4)
3. Within Incode's information management system, pooled cash is the consolidation of operating cash into one primary bank account. The accounts payable for all participating funds are paid from this one account. The routine receipts of all participating funds are deposited into this same bank account.
4. The City's total expected payroll for the year ended June 30, 2021 is approximately \$24 million, covering 157 budgeted full-time and part-time positions. The total municipal budget for the 2020-21 fiscal year is approximately \$48 million.

For further information, City's past two years AFRs' and current and last year adopted budget are located on the City's website at: <https://beaumontca.gov/921/Audits-and-Reports>

The City has not had a prior Investment Advisor and has participated mostly within the LAIF CA State Investment Program.

Project Schedule

RFP Issued	November 30, 2020
Questions Due	December 12, 2020
Responses to questions provided by	December 18, 2020
Submittals Due	January 6, 2021
Staff Review	January 7-15, 2021
Presentations/Interview	January 20-21, 2021
Finance Committee Review	February 8, 2021
City Council Review/Approval	February 16, 2021

Response Submittal

Interested firms shall submit three (3) copies of the proposal **no later than January 6, 2021 at 12:00p.m.** No late submittals will be accepted. "City of Beaumont 2020 Investment Advisor and Portfolio Management Services RFP" must be clearly marked on the outside of the envelope:

Submit Proposal to:

City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Additionally, one electronic copy of the proposal shall be sent to finance@beaumontca.gov by 12:00p.m. on January 6, 2021 for proposal to be considered.

Any requests for clarification or other questions concerning this RFP must be submitted via email to Jennifer Ustation (as shown below) no later than December 12, 2020. Responses to all questions will be provided to all known interested parties by December 18, 2020.

Jennifer Ustation, Senior Accountant
Email:justation@beaumontca.gov

General Requirements

The City of Beaumont reserves the right to reject any or all responses, to waive any informality in any responses, and to select the vendor that best meets the City's needs.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.) unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

All property rights, including publication rights of all reports produced by respondents in connection with services performed under the agreement will be vested in the City. In addition, respondents will not publish or release any of the results of its examination without the express written permission of the City.

Responses must be submitted no later than the date and time stated on this RFP. Responses shall be reviewed and rated as set forth in the Selection Process section of this RFP. The City will then determine which firm best meets the City's requirements.

During the evaluation process, the City reserves the right (where it may serve the City's best interest) to request additional information or clarification from respondents. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether the proposal was selected. Submission of a proposal indicated acceptance by the firm of the conditions contained in the Request for Proposals, unless clearly and specifically noted in the proposal as submitted and confirmed in the contract between the City and the firm selected.

The City reserves the right to negotiate final pricing with the most qualified firm. The City may invite selected firms to meet with the evaluation team on or around the week of January 18, 2021, at no additional cost to the City.

The City's standard Contract Services Agreement is included as Attachment I . Upon award of the contract, it is expected that the successful proposer will accept the Agreement terms and conditions "as is" without modification. Any contract modifications are to be stated upfront, at the time of

submittal.

Any costs incurred in the preparation of the response, presentation to the City, travel in conjunction with such presentations, or samples of items shall be the responsibility of the respondent. The City assumes no responsibility and no liability for costs incurred by respondents prior to issuance of contract.

The proposer shall furnish the City with such additional information the City may reasonably require.

Proposal Requirements

The City requests responses be organized in a logical format that is relevant to these services. The responses shall also be concise, excluding excessive or irrelevant material and should contain the following:

- A. Cover Page
- B. Table of Contents
- C. Executive Summary

Provide a brief summary describing the proposer's ability to perform the work requested, a history of the proposer's background and experience providing services, the qualifications of the proposer's personnel to be assigned to this project, any subcontractor, sub consultants, and/or suppliers and a brief history of their background and experience, and any other information called for by this request for proposal which the proposer deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the proposer, staff subcontractors, and/or suppliers.

- D. Questionnaire/Response to Scope of Services

Proposer shall provide responses and information to fully satisfy each item in the Questionnaire. Each question item should be presented before the proposer's response.

- E. Attachments

Questionnaire

- A. Company and General Information

1. Company name and address.
2. Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all the terms and conditions of the RFP.
3. General information about the primary contact who would be able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.

- B. Qualifications and Experience of the Firm

1. Describe the organization, date founded, and ownership of your firm. If your firm experienced a material change in organizational structure, ownership or management during the past three years, describe the change.
2. Which office(s) of your organization will have primary responsibility for managing this account? List the members of your team who will be responsible for providing the services and for ongoing support.
3. What is your firm's experience conducting the services requested? Describe comparable projects performed by your firm in the last five years, including number of projects, scope of service, and status of projects.
4. Describe any other business affiliations (subsidiaries, joint ventures, "soft dollar arrangements with brokers). Describe your firm's policy on soft dollars.
5. Describe your firm's experience managing fixed income portfolios for governmental entities.
6. Does your firm act as a broker or as a primary dealer in securities or receive any other form of additional compensation (including soft dollars) for the client transactions aside from the direct fee paid by clients?
7. Provide the number and types of accounts, total asset value, and composition of portfolios currently being managed by your firm.
8. Comment on other areas that may make your firm different from your competitors.
9. Describe your firm's sources of revenue, categorized by retail and institutional accounts.
10. Is your firm a registered Investment Advisor under the Investment Advisor's Act of 1940, as amended?
11. Describe any SEC, NASD, or regulatory censure or litigation involving your firm or its employees within the past three years.
12. Did you, or will you, pay a finder's fee to any third party for business related to this account? Specify the recipients of any fee.

C. Qualifications and Experience of Proposed Project Team

1. Describe the qualifications of staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience. Be sure to include any municipal agencies they have worked with in the past three years and their level of involvement. A description of how overall supervision will be provided should be included.
2. Identify the investment professionals (portfolio manager, analysts, and researchers) employed by your firm, by classification, and specify the average number of accounts handled by portfolio managers. Are there any established limits on accounts or assets under management?

3. Provide an affirmative statement that the primary contact and all assigned key professional staff are properly licensed to practice in California.
4. Describe your firm’s training and education efforts to keep portfolio managers informed of developments relevant to government investment managers.
5. Has there been any turnover of professional staff in the firm in the last three years assigned to public sector clients?
6. Summarize your assets under management (institutional only) over the past five years and average assets per client.
7. Provide relevant performance statistics on a comparable portfolio that you would recommend to the City of Beaumont and compare with industry averages or benchmarks for the last one, three, five, ten year period and/or since inception, noting the performance measurement methodology/basis (e.g. Total Rate of Return (GIPS), Effective Rate of Return, etc.).
8. How many accounts have you gained in the last 12 months? How many accounts have been lost in the last 12 months and why?

D. Assets Under Management

1. Summarize your institutional investment assets under management by category as shown below for your latest reporting period.

	Governmental	Non-Governmental	Total
Operating/Bond Funds	\$	\$	\$
Pension Funds			
Foundations			
Equity Funds			
Total	\$	\$	\$

E. Investment Management Approach and Discipline

1. Briefly describe your firm’s investment management philosophy, including your approach to managing governmental portfolios.
2. How frequently do you formulate and review fixed income strategy? How is that carried out and who is involved?
3. What are the primary strategies for adding value to portfolios (e.g. market timing, credit research, trading)?
4. How are portfolios managed (e.g. by team or individual manager)? What is the back-up when the manager is away?
5. What oversight is provided to portfolio managers?
6. What role does interest-rate forecasting play in your portfolio management strategy?

7. How will you handle fluctuating cash flows and the cash forecasting process?
8. Describe on ongoing daily investment procedures proposed for the City including procedures for trades, security choice, controls, etc., and how you will provide liquidity.
9. How frequently would you suggest your staff meet with the City's staff? Who will attend these meetings?

F. Reporting

1. Describe the investment accounting and reporting system used by your firm.
2. Describe the frequency and format of reports that you would provide to the city staff. Send a sample.
3. What performance benchmarks would you suggest for this portfolio? Provide recommendations regarding performance benchmarks for a portfolio similar to that of the City's. What experience has the firm had in developing benchmarks for public operating portfolios?

G. Questions/Response to Scope of Services

1. Describe the methods by which your firm will fulfill the services requested in the Scope of Services and subsequent sections.
2. Provide a statement of the service(s) that differentiate your firm from other respondents.

H. Fees

1. Provide your fees for the proposed services. Fee quotes should be detailed by service.
2. Outline billing and payment expectations, including timing and method of payment.
3. Describe any remaining fees not previously detailed in the above.
4. Describe any remuneration that your agency would receive on any specific investment transactions completed on behalf of the City.

I. References

List the name, address and telephone number of references from at least three (3) recent similar projects. Include a brief description of the work provided for each reference. California municipal or county projects are preferred. You may offer more than three recent similar projects if desired. The references should include the start date of the project and the date of completion for each project.

J. Implementation Schedule

Include a detailed implementation schedule with an estimated project start date of February 17, 2021 and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.

K. Certificate(s) of Insurance

The City will require the successful Respondent (or Proposer) to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See the attached City Draft Standard Agreement for more information on the City's insurance requirements.

L. Business License

The proposing organization does not require a Beaumont City business license to respond to this RFP. However, the successful proposer will be required to acquire a Beaumont Business License during the contracting process and maintain an active license throughout the contracted period.

M. Standard City Professional Services Agreement

The City will require the successful Proposer to execute a professional services agreement with the City. Please review the attached draft agreement and identify any questions of concern in your response to the City.

Overview and Scope of Services

The request for Proposals is for Professional Investment Advisory and Portfolio Management Services as set forth in Attachment II – Scope of Services.

Selection Process

Staff will review the proposals and make a recommendation to the City Council for review (tentatively scheduled for February 16, 2021). The City intends to evaluate the proposals based upon the data presented in response to the RFP. The following general selection criteria will be used to evaluate each proposal:

1. Ability to meet service requirement; understanding the needs and requirements of the City; scope and services offered.
2. Experience, qualifications and knowledge of key personnel; references for similar work completed within the last three years.
3. Proposed pricing.
4. Completeness of responses to the Request for Proposals.

Attachment I

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

Bookmark not defined.

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the _____ day of _____, 2020, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and _____ whose address is _____ ("CONTRACTOR").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide _____; and

B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A"; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: _____ per Exhibit "A" and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates _____ as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at

CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed

_____.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration

Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an

employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a

period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee,

agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By:

By:

Mayor Rey Santos,

Print Name:

Title:

EXHIBIT "A"

PROPOSAL

(insert behind this page)

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)

Attachment II

Scope of Services

The City of Beaumont intends to obtain the services of a qualified firm to provide the services as outlines below. Best industry practices and/or best management practices may require additional services not explicitly enumerated. The proposer should identify any additional services required, price them, and explain them in their response.

Specific services, although not all-inclusive, to be performed are as follows:

1. Manage the City and Agency portfolios with semi-discretionary authority. Discretionary authority shall be granted unless the diversification of the portfolio will materially change the liquidity of the portfolio by 10% or more and/or a material change to the diversification of the portfolio by 15% or more, which would require prior authorization from the City.
2. Assist the City/Agency with cash flow/maturity analysis.
3. Provide credit analysis of investment instruments in portfolio.
4. Provide monthly/quarterly/annual reporting for the City/Agency managed funds.
5. Attend quarterly meetings (in person or via teleconference) with City staff and Investment Committee.
6. Evaluate market risk and develop strategies that minimize the impact on the portfolio.
7. Provide assurance of portfolio compliance with applicable policies and laws.
8. Establish an appropriate benchmark in addition to the LAIF rate as a benchmark. All earnings should be comparable at a net of fees.
9. Ensure that the portfolio structure matches the City/Agency objectives.
10. Review the City's Investment Policy and make recommendations for changes, as appropriate.
11. Assist the City in establishing and maintaining an authorized broker/dealer list pursuant to the Investment Policy.

Investment practices and procedures must comply with state law, the City's Investment Policy, and any other applicable laws or regulations. The investment advisory firm will be expected to perform to the Prudent Expert Standard.

A. Project Deliverables

As part of the scope of services, the Advisor will also be required to provide the

following deliverable products:

1. **Monthly and Quarterly Reports.** Successful Proposer shall provide monthly and quarterly reports that meet all requirements of the City's Investment Policy and be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and in compliance with Government Accounting Standards Board (GASB) pronouncements, including GASB Statements 31 and 40 and should include the following:
 - a. **Summary of Portfolio Holdings.** A listing of all securities held at the end of the month categorized by type of security, maturity and institution.
 - b. **Investment Performance Report.** At a minimum, the performance report should show total returns for the period compared to the established benchmark.
 - c. **Maturity/Duration Indicators.** The monthly report should include portfolio duration and average maturity statistics to help monitor interest-rate risk.
 - d. **Transaction Summary.** A summary of completed transactions for the month.
 - e. **Mark-to-Market Report.** The monthly report should show the cost and market value for each security in the portfolio.
 - f. **Market Commentary.** The monthly and quarterly reports should contain general commentary on the market, trends that might affect performance, future outlook and other information as deemed appropriate.

All reports shall be due to the City within 30 days of the end of the reporting period.
2. **Attendance at Meetings and Hearings.** As part of the work scope and included in the contract price is attendance by the Advisor at as many "working" meetings with staff as necessary in performing work scope tasks.
3. **Services to Other Clients.** It is understood that the Advisor performs investment management services for other clients. It is understood that the Advisor shall not have any obligations to purchase or sell for the City account any security which the Advisor, its principals, affiliates or employees may purchase or sell for its or their own account or for the account of any client, if in the Advisor's good faith opinion such transaction or investment unsuitable, impractical or undesirable for the City account.
4. **Allocation of Brokerage.** Where the Advisor places orders for the execution of portfolio transactions for the City account, the Advisor may allocate such transactions to such brokers and dealers for execution on

such markets, at such prices and at such commission rates as in the good faith judgement of the Advisor will be in the best interest of the City. The Advisor shall receive no soft dollar benefit for any transaction placed on behalf of the City.

B. Terms of Service

The terms of service will be for a period of three years, with two one year options, which may be exercised at the City's discretion. An option for early termination of the contract may be exercised by the City for persistent non-responsiveness by the firm to City questions or requests or for failure to meet the standards set by the City.



City of Beaumont, California

Investment Policies

1. Introduction

The City of Beaumont shall invest public funds in such a manner as to comply with state and local laws; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Policy; in priority order of Safety, Liquidity and Return on investment.

2. Scope

The City's investment policies apply to all personnel, departments, divisions and offices of the City government as well as all associated accounting funds under the direct authority of the City of Beaumont. These accounting funds include, but are not limited to, the General Fund, Special Revenue Funds, Enterprise Funds, Internal Service Funds, Debt Service Funds, Capital Projects Funds, Private Purpose Trust Funds and Agency Trust Funds. These investment policies are also applicable to the City's blended component units, including the Successor Agency to the Beaumont Redevelopment Agency, Beaumont Utility Authority, Beaumont Public Improvement Authority.

3. Responsibility

The City Manager is ultimately responsible for the City's implementation and compliance with these policies, unless the City Council authorizes exceptions. Under the direction of the City Manager, the Finance Director will review, develop and implement a system of processes and procedures to ensure compliance with these policies throughout the entire organization. The City Manager will work with the Finance Director to ensure these policies are updated on a timely basis.

4. Pooling of Funds

The City of Beaumont consolidates cash balances from all eligible funds to maximize investment earnings. Funds held by the Trustee are not eligible to be pooled. The City schedules its collection of receipts, deposits of funds and disbursements of monies to ensure maximum availability of cash for temporary investment purposes. Investment income is allocated to the various Funds based on their respective participation and in accordance with Generally Accepted Accounting Principles (GAAP).

5. Investment Objectives

The primary objectives (in order of priority) of the City investment activities are the safety of principal and preservation of capital, liquidity, and yield.

1. Safety of Principal and Preservation of Capital. Safety of principal and preservation of capital are the foremost objectives of the investment program. Investments are undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest-rate risk.

A. Credit Risk. The City of Beaumont will minimize credit risk, the risk of loss due to the failure of the security issuer or backer by:

(1) Limiting investments to the safest type of securities. All investments must be made only in investment grade securities A rating or higher.

(2) Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with whom the City of Beaumont will do business.

The City of Beaumont will use the approved purchasing process for any Investment Advisor services. Within this process will be an agreed upon condition that the Investment Advisor's services obtained shall be required to prequalify all financial institutions to comply with the City of Beaumont's Investment Policy.

(3) Diversifying the investment portfolio so that potential losses on overall portfolio will be strictly limited. The investments shall be diversified by:

- Limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
- Investing in securities of varying maturities and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

B. Interest Rate Risk. The City of Beaumont will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates by:

(1) Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity,

(2) Investing operating funds primarily in shorter-term securities or with State and local government investment pools to ensure liquidity needs are met and stability of principal is assured.

2. **Liquidity.** The investment portfolio remains sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrently with the City's cash needs to meet anticipated demands (static liquidity). A portion of the portfolio also may be placed in money market mutual funds or Local Government Investment Pools (LGIP's) which offer either same-day or next-day liquidity. Furthermore, since all possible cash demands cannot be anticipated, the portfolio consists largely of securities with active secondary or resale markets (dynamic liquidity). The City will ensure that liquid resources are available to meet at least six months of operating expenses.

3. **Yield on Investments.** The investment portfolio is designed with the objective of attaining a market rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs of the City. Return on investment is of secondary importance compared to the safety and preservation of capital and liquidity objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to the maturity with the following exceptions:

A. **Loss of Principal.** A security with declining credit may be sold early to minimize loss of principal. While investments in securities that pose some risk of principal loss, the portfolio of investments must be structured to strictly limit the overall loss of principal while seeking to increase the rate of investment return.

B. **Security Swap.** A security swap would improve the quality, yield, or target duration in the portfolio.

C. **Liquidity.** Liquidity needs of the portfolio require that the security be sold. Any non-liquid investments will be structured to ensure they become liquid in time to meet operating expenditures. This will require managing of maturity dates for investments to ensure liquid funds are available when needed.

6. Standards of Care

A. **Prudence.** The standard of prudence used by investment officials is the "prudent" person standard (Civil Code Section 2261, et. seq.) and is applied in the context of management an overall investment portfolio. Investment officers acting in accordance with written procedures and this overall investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and

the liquidity and sale of securities are carried in accordance with the terms of this policy.

Investments are made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

B. Public Trust, Ethics and Conflicts of Interest. Investment officials recognize that the investment portfolio is subject to public review and evaluation. The overall program is designed and managed with a degree of professionalism that is worthy of the public trust.

Officers and employees involved in the investment process will refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials will disclose any material interest in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers will refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City of Beaumont.

C. Delegation of Authority. Authority to manage the City's investment program is granted to the City Manager and his or her designee, hereinafter referred to the "Investment Officer," Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with this investment policy.

7. Authorized Financial Dealers and Institutions

The City will secure the services of one or more approved financial institutions authorized to provide investment services to the to the City of Beaumont. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). A determination should be made to ensure that all approved broker/dealer firms, and individuals covering the City of Beaumont, are reputable and trustworthy. In addition, the broker/dealer firms should have the ability to meet all of their financial obligations in dealing with the City of Beaumont. The firms, and individuals covering the City of Beaumont, should be knowledgeable and experienced in Public Agency investing and the investment products involved. No public deposit shall be made except in a qualified public depository as established by the established state laws. All financial institutions and

broker/dealers who desire to provide investment management services for the City will be selected through a competitive bidding process. At a minimum, any selected investment advisor/ manager will be required to provide evidence of all required licensure and/or certifications.

8. Beaumont's Investment Policy

The City on an annual basis submits a copy of the current investment policy to all financial institutions approved to do business with the City. Confirmation of receipt of this policy is considered evidence that the dealer has read and understands the City's investment policy and will recommend and execute only transactions suitable for and in compliance with the City's Investment Policy. In selecting financial institutions for deposit or investment of City funds, the creditworthiness of the institutions will be considered. The City will continue to monitor financial institution's credit characteristics and financial history throughout the period in which City funds are deposited or invested.

9. Authorized Investments for the City

The City is authorized by California Government Code Section 53600, et.seq. to invest in specific types of securities. Section 43601 of the Government Code sets limits on the type investments that may be in the City portfolio. Refer to attachment A for allowable investment by State of CA.

The City Council may establish further limits on the types of securities in which the City may invest its idle cash. Any investment security (except investment of bond proceeds as explained in the next section) not listed below is not a valid investment for the City of Beaumont.

1. **Local Agency Investment Fund (LAIF) Investments.** LAIF is a special fund of the State of California Treasury that local agencies may use to deposit funds for investment. Investments by the State Treasurer for City funds in LAIF are authorized by the City Council. State law prohibits LAIF from impounding any depositor's funds and prohibits the fund from ever declaring bankruptcy

2. **United States Debt Obligations.** These investments would include U.S. Government direct obligations such as Treasury bills, bonds, notes and other certificates of indebtedness where the full faith and credit of the United States are pledged for payment of principal and interest.

3. **United States Agency Debt Obligations.** These investments include obligations, participations or other instruments of, or issued by, a Federal Agency or a United States Government-Credit Bank (FFCB) or other obligations or other instruments issued by, or

fully guaranteed as to principal and by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association (FNMA). While these U.S. Government debt issues are not backed by the full faith and credit of the United States, they do in fact have defacto backing from the Federal Government, and it would be most unlikely that the government would let any of these agencies default on its obligations.

4. Repurchase Agreements. These agreements would be limited to U.S. Government or its authorized Agencies' securities described in Number 2 and Number 3 above, provided that they are held less than a year.

5. Negotiable Certificates of Deposit (CD). A Certificate of Deposit (CD) is a time deposit with a specific maturity evidenced by a certificate. Certificates of Deposit must be issued through financial institutions insured by the Federal Deposit Insurance Corporation (FDIC), a federal agency of the United States Government that insures bank deposits up to \$250,000 per account

6. Pass Book Savings Account Demand Deposits. Savings accounts are hereby approved by the Beaumont City Council provided they are maintained only with banks and savings and loan institutions which are insured by the Federal Deposit Insurance Corporation (FDIC), a federal agency of the United States Government that insures bank deposits up to \$250,000 per account.

7. Overnight Repurchase Agreements. The City is authorized by the City Council to set up a "sweep account" and to enter into an overnight repurchase agreement with an authorized bank to sweep cash from its checking accounts and other appropriate accounts to earn overnight interest on funds in these funds.

8. State Obligations-CA and Others. The City is authorized by the City Council to purchase State Obligations that fall within the allowable limits of the State Government Code and within the objectives of the City of Beaumont's Investment Policy.

9. CA Local Agency Obligations. The City is authorized by the City Council to purchase CA Local Agency Obligations that fall within the allowable limits of the State Government Code and within the objectives of the City of Beaumont's Investment Policy.

10. Joint Powers Authority Pool. The City is authorized by the City Council to invest in Joint Powers Authority Pools as long as they meet the criteria within the State Government Code and within the objectives of the City of Beaumont's investment Policy and would require that statement 10 of this policy is followed prior to entrance into such investment pool.

11. **Money Market Mutual Funds.** The City is authorized by the City Council to invest in Money Market Mutual Funds whose portfolios consist entirely of U.S. government securities and would require that statement 10 of this policy is followed prior to entrance into such mutual fund.

12. **Commercial Paper-Pooled Funds.** Commercial paper is a money-market security issued by large corporations to obtain funds to meet short-term debt obligations and is backed only by an issuing bank or company promise to pay the face amount on the maturity date specified on the note. It is usually sold at a discount of face value. State Government Code requires that only the highest letter and number rating by a nationally recognized statistical ratings organization are allowed.

13. **CDARS Program.** A CDARS program is a CD laddering portfolio that allows investing with a relationship institution for different maturity levels of CDs. Despite using multiple banks, the program will submit one statement which makes administration simple.

10. Investment Pools/Mutual Funds

A thorough investigation of the pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed which will answer the following general questions:

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement process), and how often the securities are priced and program audited.
4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

11. Investment of Bond Proceeds

The City directs the investment of proceeds in bonds or similar debt instruments issued as instructed in the bond indenture or similar investment documents. Bond proceeds are not eligible as a part of the City's pooled funds. Securities authorized by the bond indenture or similar investment documents that are not authorized by the City's Investment Policy will be considered approved when the bond

indenture or similar investment document is approved by the City Council. Bond reserve funds, escrow funds and any funds approved by the City Council may be invested in securities with maturity limits of five years or an appropriate longer period. The bond indenture shall provide any specific restrictions or limitations on either the nature or the duration of the investments, and should be the governing document.

12.Safekeeping and Custody

1. **Custody.** To protect against potential losses by the collapse of individual securities dealers, all securities owned by the City shall be held in safekeeping by a third-party bank trust department acting as agent for the City under the terms of a custody agreement executed by the bank and the City. No outside broker/dealer or advisor may have access to the City funds, accounts or investments, and any transfer of funds to or through an outside broker/dealer must be approved by the City Council.

2. **Internal Control.** A system of internal controls has been established to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or unanticipated changes in financial markets. Internal controls deemed most important include control of collusion, separation of transaction authority from accounting and record keeping, custodial safekeeping, avoid of physical delivery of securities, clear delegation of authority to subordinate staff members, written confirmation of transactions for investments and wire transfers and development of a wire transfer agreement with the lead bank and third-party custodian.

3. **Delivery vs. Payment.** All trades where applicable executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities are held by a third-party custodian as evidenced by safekeeping receipts.

13.Reporting

In accordance with Government Code Section 53646(8)(1), the City Treasurer shall submit to the Finance Committee a quarterly report that will then be taken to the City Council. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for the City of Beaumont by third party contract managers. The report will also include the source of the portfolio valuation. As specified in Government Code 53646(e), if all funds are placed in the Local Agency Investment Fund (LAIF), FDIC insured accounts

and/or county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report must also include a certification that (1) all investment actions executed since the last report have been in full compliance with the investment policy, and, (2) the City of Beaumont will meet its expenditures obligations within the cash flow needs.

14. Investment Policy Adoption and Review

The City's independent certified public accountants annually review and make recommendations regarding the City's investment policies to the City Manager and City Council. In accordance with Senate Bill 564 and Senate Bill 866, effective January 1, 1996, the City staff brings forward each year the City's Investment Policy for review by the City Council.

15. Glossary

Active investment management. An investment management strategy that involves the active trading of securities in an attempt to earn above-average returns on a portfolio. Active investment management requires frequent monitoring of financial markets with the investor taking positions on key market variables in an attempt to "beat" the market.

Arbitrage. The simultaneous purchase and sale of similar assets in order to profit from a price difference between the two assets, such as stocks, bonds, commodities, and currencies. In public finance, the term is commonly used to refer to the investment of bond proceeds in taxable instruments to increase investment income.

Arbitrage rebate. The federal government has imposed restrictions that prohibit an issuer from retaining arbitrage profits when investing bond proceeds at a yield that exceeds the yield on the bonds. The profit is rebated to the federal government.

Bankers' acceptance (BA). A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Benchmark. A benchmark is a composite of securities with specific characteristics such as credit, asset, and maturity. Investors can use a benchmark as a measure to compare the performance of their own portfolio.

Benchmarking. Benchmarking, also known as indexing, is a passive investment management approach in which an investor generally creates a portfolio that strives to achieve a return and risk profile similar to a benchmark or an index.

Certificate of deposit (CD). A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable.

Collateral. Underlying securities that are pledged to secure deposits of public funds. Also used in conjunction with repurchase agreements to protect the entity from default by the counterparty.

Coupon. (a.) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to

a bond evidencing interest due on a payment date.

Custody. The service of an organization, usually a financial institution, of holding (and reporting) a customer's securities for safekeeping. The financial institution is known as the custodian.

Delivery-versus-payment (DVP). A settlement procedure where payment for securities purchase is made simultaneously with the transfer of the purchased securities. The same procedure applies for a securities sale; the securities are transferred as payment is made. This procedure ensures that funds are released upon receipt of securities, thus protecting the government's assets.

Derivative instrument. A security that derives its value from an underlying asset, group of assets, reference rate, or index value. Some derivative instruments can be highly volatile and result in a loss of principal in changing interest rate environments.

Diversification. Dividing investment funds among a variety of securities offering different risk characteristics and independent returns to reduce risk in a portfolio.

Generally accepted accounting principles (GAAP). The criteria normally used by independent auditors to assess whether financial statements are "fairly presented."

Governmental Accounting Standards Board (GASB). The standard-setting body responsible for setting GAAP for state and local governments since 1984.

Leverage. Using borrowed funds for investment purposes or an attempt to increase the rate of return on an investment by buying securities on margin. This practice can be risky if interest rates rise or if investment yields are lower than expected.

Liquidity. A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked price is narrow and reasonable size can be done at those quotes. Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Marking-to-market. The practice of valuing a security or portfolio according to its market value, rather than its cost or book value.

Market value. The price at which a security is trading and could presumably be purchased or sold.

Maturity. The date upon which the principal or stated value of an investment becomes due and payable.

Passive investment management. An investment strategy where securities are bought with the intention of holding them to maturity or to mimic a benchmark or an index with the goal of achieving an average market rate of return.

Portfolio. Collection of securities held by an investor.

Primary dealer. A primary dealer is a bank or securities broker-dealer that trades in the U.S. government securities with the Federal Reserve Bank of New York (FRBNY). It is through the FRBNY Open Market Desk that the Federal Reserve System ("Fed") implements monetary policy. A firm may become a primary dealer by meeting certain requirements, such as minimum capital adequacy standards.

Some governments only conduct investment transactions with primary dealers because of these capital standards.

Prudent person rule. An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state—the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

Rate of return. The amount of income received from an investment, expressed as a percentage. A market rate of return is the yield that an investor can expect to receive in the current interest-rate environment utilizing a buy-and-hold to maturity investment strategy.

Regional dealer. Regional dealers are also referred to as “secondary” or “non-primary” dealers. These are all the firms that are not designated as “primary”. These firms do not trade directly with the FRBNY. Many firms, ranging in size, capitalization, as well as product focus, fall in this category.

Repurchase agreement (repo). A transaction in which a holder of securities sells those securities to an investor with an agreement to repurchase those securities for a fixed price at an agreed-upon date. A master repurchase agreement is a written contract governing all future transactions between the parties and seeks to establish each party’s rights in the transactions.

Reverse repurchase agreement. The opposite of a repurchase agreement. The investor owns the securities or collateral and a bank or dealer temporarily exchanges cash for the collateral for a specified period of time at an agreed-upon interest rate.

Safekeeping. A procedure where securities are held by a third party acting as custodian for a fee.

Securities and Exchange Commission (SEC). The Securities and Exchange Commission is a U.S. government agency having primary responsibility for enforcing the federal securities laws and regulating the securities industry.

SEC Rule 15c3-1. See Uniform Net Capital Rule.

Securities lending. Similar to a reverse repurchase transaction. Financial institutions offer to lend securities owned by institutional clients to brokers in exchange for collateral (typically cash), which is reinvested at a higher rate. The resulting proceeds are split between the client and the lending agent (financial institution).

STRIPS. Securities created by separating the principal and interest portions of bonds, such as 30-year Treasuries, or pools of mortgage-backed securities.

Treasury Bills. A non-interest bearing discounted security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Treasury Bonds. Long-term coupon-bearing discount security issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

Total return. Interest income plus capital gains (or minus losses)

on an investment.

Uniform net capital rule. Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Yield. The percentage return on an investment; also called return. There are several yield calculations that can be made, such as yield to maturity, the promised return assuming all interest and principal payments are made and reinvested at the same rate taking into account price appreciation (if priced below par) or depreciation (if priced above par), or yield to call, the yield an investor will receive if the security is called prior to maturity.

EXHIBIT A - ALLOWABLE INVESTMENT INSTRUMENTS PER STATE
GOVERNMENT CODE (AS OF JANUARY 1, 2020) APPLICABLE TO ALL LOCAL

INVESTMENT TYPE	MAXIMUM MATURITY ^c	MAXIMUM SPECIFIED % OF PORTFOLIO ^d	MINIMUM QUALITY REQUIREMENTS	GOV'T CODE SECTIONS
Local Agency Bonds	5 years	None	None	53601(a)
U.S. Treasury Obligations	5 years	None	None	53601(b)
State Obligations—CA And Others	5 years	None	None	53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
U.S Agency Obligations	5 years	None	None	53601(f)
Bankers' Acceptances	180 days	40% ^e	None	53601(g)
Commercial Paper—Non-Pooled Funds ^f	270 days or less	25% of the agency's money ^g	Highest letter and number rating by an NRSRO ^h	53601(h)(2)(C)
Commercial Paper—Pooled Funds ⁱ	270 days or less	40% of the agency's money ^g	Highest letter and number rating by an NRSRO ^h	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30% ^j	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50% ^k	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50% ^k	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days ^l	20% of the base value of the portfolio	None ^m	53601(j)
Medium-Term Notes ⁿ	5 years or less	30%	"A" rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple ^o	53601(l) and 53601.6(b)
Collateralized Bank Deposits ^p	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass-Through and Asset-Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple ^q	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Voluntary Investment Program Fund ^r	N/A	None	None	16340
Supranational Obligations ^u	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)
Public Bank Obligations	5 years	None	None	53601(r), 53635(c) and 57603

AGENCIES

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 16th day of February 2021, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Public Trust Advisors, LLC, a Colorado limited liability company qualified to do business in California as PT Advisors, LLC whose address is 717 17th St., Suite 1850, Denver, CO 80202 (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. CITY desires to engage CONTRACTOR to provide Investment Advisory Services; and
- B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue for a term of (3) years unless terminated earlier pursuant to Section 9. This Agreement shall automatically terminate (3) three years after the effective date unless extended by the parties for up to two (2) one-year (1-year) extensions, each of which requires the approval of the City Council of the CITY.
2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: detailed within Exhibit “A” (“Proposal”) and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Tom Tight as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR. Services provided by the Contractor are also guided by the standards of care detailed in **Exhibit B** to this contract.
3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’s sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however,

that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the table below and in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed \$35,000 in year one and shall be governed by the terms set forth in the table below and in the Proposal for subsequent years.

Assets Under Management	Fees in Basis Points (bps)
Fee for the first \$50 million in assets	5bps (0.05%)
Fee for assets above \$50 million	4.5bps (0.045%)

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The monthly fee would be calculated in arrears based on average daily market value plus accrued interest of the assets under management in the account (including cash and cash equivalents) and based on the number of days in the preceding month and year for the specified billing cycle. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "D"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of

subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII". The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials,

from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to

CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

Exhibits to this contract

- A. Contractor Proposal
- B. Contractor Standards of Conduct
- C. City RFP for Investment Advisor Services
- D. Insurance Documents from Contractor

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By: _____

By: _____

Mike Lara, Mayor

Print Name: _____

Title: _____

EXHIBIT "A"

PROPOSAL

(insert behind this page)

January 5, 2020

Jeff Mohlenkamp
Director of Finance
City of Beaumont
550 E. Sixth Street
Beaumont, CA 92223

RE: Investment Advisor and Portfolio Management Services

Dear Mr. Mohlenkamp:

Public Trust Advisors, LLC (Public Trust) appreciates the opportunity to respond to the Request for Proposals to provide Investment Advisor and Portfolio Management Services for the City of Beaumont (the City). Please find attached our proposal in response to this RFP.

Public Trust was founded with the single goal of providing relationship-focused asset management services. Our mission is to provide a safety-first fixed income only investment program to our clients utilizing an optimal combination of experienced investment professionals and advanced technology for portfolio management and reporting capabilities that results in an effective and efficient asset management program for each client. Public Trust intends to bid on and is highly qualified to perform the services requested in your scope of services. We pride ourselves on our commitment to providing unparalleled client service while adhering to our clients' investment objectives.

I am the primary contact person and a principal of the firm legally authorized to legally bind the firm. I have read and will comply with all terms of this RFP. My signature is below.

Public Trust completely understands the project based on this RFP. As an investment advisor committed to providing customized solutions and personalized client service to our clients, we believe Public Trust is extremely interested and uniquely qualified to partner with the City based on the following advantages:

California Experience – For more than 20 years the professionals at Public Trust have been providing investment advisory and management services to public entities in California who are guided by California investment code and California specific characteristics. Public Trust is familiar with the unique cash flow patterns and revenue sources of the City and will customize an investment strategy based on the City's unique characteristics and risk tolerances.

Aligned Investment Philosophy – Public Trust was founded on the same principles that guide the investment objectives of our public-sector clients. Our rigorous credit research and investment process allows us to utilize high quality securities to ensure proper liquidity while striving to maximize returns in your portfolio.

Independence - Public Trust is independent and privately owned – a structure that greatly benefits our clients as it ties firm success directly to the success of our clients. Public Trust's independence ensures that the firm remains accountable to only our clients, and not to a parent company or outside investor.

In an ever-changing marketplace, Public Trust remains committed to our public-sector clients. We offer cost effective turnkey solutions for many of the services required by the institutional public funds market. Our ongoing dedication to servicing our client's investment needs is what defines Public Trust. If you have any questions or need any additional information, please contact me at 407-588-9391 or by email at tom.tight@publictrustadvisors.com.

Respectfully Submitted,



Thomas N. Tight, II
Managing Director



Copy

City of Beaumont
Request for Proposal
Investment Advisory and
Portfolio Management Services



January 6, 2021 by 12:00 pm



Executive Summary 2

Company and General Information 4

Qualifications and Experience of the Firm 4

Qualifications and Experience of Proposed Project Team 11

Assets Under Management 16

Investment Management Approach and Discipline 16

Reporting 26

Questions/Response to Scope of Services 30

Fees 36

References 37

Implementation Schedule 38

Certificate(s) of Insurance 40

Business License 40

Standard City Professional Services Agreement 40

Appendix Items

ADV Part 2A A

Insurance Certificate B

Privacy Policy C

Sample Reprting Statement D

Sample Investment Advisory Agreement E

Biographies/Resumes F

Benchmarks G



Tab 1



CITY OF BEAUMONT

Investment Advisor and Portfolio Management Services



Executive Summary

- 1. Provide a brief summary describing the proposer’s ability to perform the work requested, a history of the proposer’s background and experience providing services, the qualifications of the proposer’s personnel to be assigned to this project, any subcontractor, sub consultants, and/or suppliers and a brief history of their background and experience, and any other information called for by this request for proposal which the proposer deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the proposer, staff subcontractors, and/or suppliers.**

For many years, public-sector entities have trusted the professionals at Public Trust to provide investment management and advisory services for their liquidity, operating, reserve and bond funds while first considering the safety and liquidity of the funds under management. Since our founding, Public Trust has operated with a central goal: to provide relationship-focused asset management services. As of September 30, 2020, we have \$48.1 billion in assets under management. We provide tailored investment solutions to public-sector clients, including customized investment management, administration and advisory services for separate account clients and Local Government Investment Pools. As we grow, our founding mission remains the same: to provide safety-first, fixed income-only investment programs customized to each client’s individual investment objectives.

Public Trust Advisors, LLC (Public Trust), a Colorado limited liability company qualified to do business in California as PT Advisors, LLC, is an investment adviser registered with the U.S. Securities and Exchange Commission (SEC) under the Investment Adviser’s Act of 1940, as amended. Public Trust is not a trust company, bank, or savings and loan institution and does not receive any economic benefit, directly or indirectly from any third party for advice rendered to its clients.

Why Public Trust?

With our experience, expertise, resources and technology, Public Trust is uniquely qualified to create an investment program to address the cash management needs of the City and to fulfill the requirements outlined in your scope of services. Public Trust differentiates itself from competitors with our:

Commitment to the Public Sector

Public Trust is 100% committed to the public sector. We dedicate all our resources to the investment management and advisory services of public funds. For over 20 years, Public Trust’s professionals have designed investment solutions to help public-sector clients achieve their objectives of safety, liquidity and yield. While other firms continue to diversify away from public-sector investment programs, we maintain our commitment to the public sector with our long history of implementing truly customized investment solutions for our clients.

Commitment to You, Our Client

We founded Public Trust on the principles of strong client relationships and even stronger client service, believing that these result in effective needs-focused communication and a holistic approach to the treasury and investment management function. We believe a successful investment program incorporates a deep understanding of your investment objectives. Every member of our team, led by the City’s primary relationship managers, Tom Tight, Managing Director, and John Grady, Managing Director, will be committed to the long-term success of City’s investment program.



Commitment to Growth and Continued Service Excellence

Since our founding, we have grown from our 12 original employees to 69 and have \$48.1 billion in assets under management as of September 30, 2020. We believe that responsible growth requires continued investments in our infrastructure to ensure that we meet our clients' service needs and support our corporate governance framework and internal control responsibilities. Since 2016, we have doubled our client service and credit research teams and have significantly expanded our portfolio management team and IT department, where we added a Chief Technology Officer in 2017. We also added a Chief Development Officer in 2019 to manage new developments in the firm. In 2020, we have added more investment advisory professionals and welcomed back a seasoned portfolio manager to take over as President.

Looking forward, we will continue to increase the number of dedicated, experienced professionals in all areas of our firm, to maintain our primary goal of a customer service focused approach to public funds investment management.

Role as an Independent Registered Investment Advisor

As an independent registered investment advisor, all securities transactions are competitively bid, when possible, in accordance with our clients' investment policy statements. Unlike many other firms that may serve in other financial service-related functions, Public Trust has no conflict of interest in the management of its clients' accounts, and our investment professionals are solely dedicated to servicing our clients. Public Trust manages assets for public entity clients only. Our portfolio managers' expertise is in managing portfolios consisting of U.S. Treasuries, Federal Agencies and investment-grade corporate issues, where permitted, within the short-term area of the yield curve with average portfolio maturities from overnight investment strategies in our local government investment pools to securities with maturities of one month to ten years in our separately managed accounts.

Customized Investment Programs, Supported by Advanced Technology

Public Trust is well equipped to tailor an investment program to the needs of the City. We provide considerable transparency with robust transaction management and reporting systems so that the City will have a daily reconciliation of its account. Public Trust assigns a client service representative to the relationship and seeks to ensure quality service and a rapid response to inquiries as well as excellent overall communication between City's staff and our portfolio management team and investment advisors. The City will also have direct access to the portfolio managers to discuss the development and execution of the City's investment strategy. In addition to our robust transaction management and reporting systems, our investments in advanced technology allow us to bring our clients the best in in-house research and modelling capabilities from a risk management perspective as well as enhanced data security assurance to meet your compliance objectives.

In today's ever-changing marketplace, Public Trust remains committed to our public-sector clients. We believe that client service begins with addressing the questions and needs of those who are considering our firm's services. In preparing our proposal, we have taken great care in responding to each of your requirements in order to provide you with the most accurate, updated and relevant information as you prepare to select a firm to whom you will entrust the fulfillment of your investment management needs. We believe that our cost-effective solutions best fit the needs of the services utilized by the institutional public funds market. Servicing our clients' investment requirements and building meaningful partnerships is what defines us at Public Trust. We appreciate your consideration of Public Trust to provide investment advisory services to the City.



Company and General Information

1. Company name and address.

Public Trust is headquartered in Denver, Colorado, and has office locations in California, Texas, Michigan, Indiana, Ohio, New York, Florida, and Arizona. The City's portfolio management team is located in our Los Angeles Office.

Denver, CO Headquarters	Los Angeles, CA office
717 17 th Street, Suite 1850 Denver, CO 80202	550 S. Hope Street, Suite 560 Los Angeles, CA 90071

2. Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all the terms and conditions of the RFP.

Please refer to the cover letter submitted preceding this proposal.

3. General information about the primary contact who would be able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.

Tom Tight, Managing Director, is the primary contact for the City. His phone number is (855) 395-3954 and his email address is tom.tight@publictrustadvisors.com.

Qualifications and Experience of the Firm

1. Describe the organization, date founded, and ownership of your firm. If your firm experienced a material change in organizational structure, ownership or management during the past three years, describe the change.

Public Trust was founded in September of 2011 with the single goal of providing relationship-focused asset management and advisory services. The firm is led by a team of individuals that bring a wealth of experience serving in senior level positions with some of the nation's largest fixed income investment management and financial advisory firms.

For more than 20 years, public sector entities have trusted the professionals at Public Trust to provide investment management and advisory services for their liquidity, operating, reserve, and bond funds while first considering the safety and liquidity of the funds under management. The experienced and well-resourced team at Public Trust includes significant portfolio management experience and robust credit research analysis to structure portfolios that meet each client's investment objectives and enhance the potential for higher returns.

Public Trust has the size and scale to offer our clients significant resources, technology, and investment expertise. At the same time, Public Trust provides highly personalized service by investing the time to develop meaningful, long-term relationships with each client to fully serve and exceed their needs and expectations.

Public Trust is independent and privately owned – a structure that greatly benefits our clients as it ties firm success directly to the success of our clients. Our independence ensures that the firm remains solely accountable to our clients and not to a parent company or outside investor.

Our goal and mission are to serve clients as we would serve ourselves - by adding value, managing risk, and enhancing returns through a focused and repeatable investment process.



Organizational Changes

In September of 2019, one of the owners of Public Trust departed and a strategic investor partnered with the remaining five owners. This strategic partnership provides minority capital investments primarily for capital intensive investments in information technology and other areas of the firm. Please refer to our ADV Part 2A included as Appendix A for additional details.

2. Which office(s) of your organization will have primary responsibility for managing this account? List the members of your team who will be responsible for providing the services and for ongoing support.

The City will have two experienced primary investment advisors, Tom Tight, Managing Director, and John Grady, Managing Director. Mr. Tight and Mr. Grady have been providing investment advisory and management services to their clients' operating, reserve and bond funds for 25 and 23 years respectively. Mark Creger, Director, and Manuel San Luis, Vice President, based in Public Trust's Los Angeles office will serve as the City's primary portfolio managers. They are intimately familiar with California investment statutes and both have more than 15 years of portfolio management experience, managing public funds, in California. All other functions will be performed out of our Denver, CO headquarters.

The following chart provides biographical information for the team who would be dedicated to the City. We have provided full biographies in Appendix F.

Table with 6 columns: Name, Title, Education, Role at Firm, Total Ind. Exp. (years), Tenure with Firm (years). Rows include Thomas N. Tight, II; John F. Grady, III, CTP; Todd Alton, CFA; Neil Waud, CFA; Randy Palomba, CFA; Mark Creger; Cory Gebel, CFA; Manuel San Luis.



Public Trust Advisors

Item 9.

Aaron Joseph	Trade Associate	BA, Pennsylvania State University	Portfolio Management	13	7
Kevin Berents	Chief Risk Officer	BA, MS University of Colorado	Risk Management	14	3
Raphael Hunter, CFA	Director of Credit Research	BA, MA. European Business School	Credit Research Manager	11	2
Carter Genoar	Credit Trader	BA, University of Denver	Portfolio Management	5	5
Sean Fitzgerald	Senior Credit Analyst	BS, University of North Carolina at Wilmington	Senior Credit Analyst	4	4
Patrick Edler	Credit Analyst	BS, Colorado State University	Credit Analyst	4	2
Marcelo Alaniz, CFA	Credit Analyst	BS, Metropolitan State University of Denver	Credit Analyst	8	1
Christa Kronquist	Vice President	BS, Northwest Missouri State University, MBA, University of Missouri at Kansas City	Head of Operations	25	6
Jen Gosselin	Vice President	BS, Columbia College	Client Service	26	9
Barry Howsden	Director	BS, Colorado State University	Chief Compliance Officer	25	9

* As of September 30, 2020

3. What is your firm’s experience conducting the services requested? Describe comparable projects performed by your firm in the last five years, including number of projects, scope of service, and status of projects.

For more than 20 years, public sector entities have trusted the professionals at Public Trust to provide investment management and advisory services for their liquidity, operating, reserve, and bond funds while first considering the safety and liquidity of the funds under management. The experienced and well-resourced Public Trust team combines significant portfolio management experience and robust credit research analysis to structure portfolios that meet each client’s investment objectives and enhance the potential for higher returns.

Public Trust has the size and scale to offer our clients significant resources, technology, and investment expertise. At the same time, Public Trust provides highly personalized service by investing the time to develop meaningful, long-term relationships with each client to fully serve and exceed their needs and expectations.



As of September 30, 2020, Public Trust manages \$48.1 billion in assets for 73 public fund and governmental entities with more than 234 individual portfolios. All assets under management are fixed income public funds with the primary investment objectives of safety, liquidity, and yield.

Public Agencies Treasury Program Experience

The Public Trust team of professionals dedicated to the City has significant experience in California in providing overall treasury management services with a specific focus on the investment management and advisory programs to several municipalities, counties, higher education, special districts. This team includes experienced individuals in the various aspects of investment management support for our clients' treasury management function covering more than four decades and multiple interest rate cycles:

- ☰ **Portfolio Management**
 - ✓ Full discretion
 - ✓ Non-Discretionary
 - ✓ Separately managed accounts
 - ✓ Locally managed investment pools
- ☰ **Treasury management**
 - ✓ Investment Policy Development
 - ✓ Cash flow analysis
 - ✓ Daily cash management support and report development
 - ✓ Banking and custody RFP services development
- ☰ **Training**
 - ✓ Full day 8-hour CPE sessions
 - ✓ Topic specific on-site training capabilities
 - ✓ Web-cast training
- ☰ **Client communication focus**
 - ✓ Ongoing informal and formal discussions
 - ✓ Quarterly meetings with annual presentation to investment committee/elected officials
- ☰ **Accounting and reporting**
 - ✓ Full reporting transparency
 - ✓ Tailored reports
 - ✓ Available internal/external reporting
 - ✓ Economic and market commentary

California Investment and Advisory Experience

Public Trust professionals have over 20 years of investment management and advisory experience in California and nationwide. The Public Trust team is intimately familiar with California Code regarding the investment of public funds.

Current Public Trust California Public Fund Clients

- ☰ City of Covina
- ☰ City of Fullerton
- ☰ City of Long Beach
- ☰ City of Palm Springs
- ☰ City of San Jacinto
- ☰ Alameda County Transportation Commission
- ☰ Bay Area Water Supply and Conservation Agency
- ☰ Contra Costa Transportation Authority
- ☰ San Mateo County Transportation Authority
- ☰ California Wildfire Fund
- ☰ Desert Community College District



Additional Public Trust Team California Public Fund Experience

In addition, Public Trust professionals have worked with the following entities in California throughout their professional careers:

- Antelope Valley
- City of Arcadia
- City of Benicia
- City of Culver City
- City of Lancaster
- City of Menlo Park
- City of Morgan Hill
- City of Murrieta
- City of Newport Beach
- City of Poway
- City of Rancho Cordova
- City of San Mateo
- City of San Pablo
- City of San Rafael
- City of Tracy
- East Bay Regional Park District
- First 5 Alameda County
- City of Los Gatos
- Marin Schools Insurance Authority
- Orange County Transportation Authority
- Oro Loma Sanitary District
- Poway Unified School District
- San Diego Association of Governments
- Santa Fe Irrigation District
- Sonoma County
- City of Westminster
- City of Yuba City

Partial Client List Disclosure

The above information is a sample list of current Public Trust clients and entities that Public Trust professionals have provided investment advisory services to during their careers. These entities were chosen based on service offering, investment objectives, or geographic location. This list should not be considered a recommendation or an endorsement by any client of Public Trust or the investment advisory services provided by Public Trust. It is not known whether the listed clients approve or disapprove of Public Trust or the services the clients receive from Public Trust.

4. Describe any other business affiliations (subsidiaries, joint ventures, “soft dollar arrangements with brokers). Describe your firm’s policy on soft dollars.

Public Trust is an independent investment advisor with no conflicts of interest unlike firms that are compensated from serving multiple roles within the public sector such as underwriters, banking institutions, insurance companies, and financial advisory consultants. In addition, we do not transfer revenues or profits from our asset management firm to other joint ventures, subsidiaries, or owner owned companies affiliated under a parent company structure unlike other firms within the industry.

Public Trust prohibits the use of third-party soft dollar arrangements and has never entered into a soft dollar arrangement so our customers are never charged for any soft dollar research. During the course of doing business, however, we may receive research including unsolicited research from broker dealers. This information is often the same material that is made available to all their clients and publicly available through the Internet. As further outlined in Section 28(e) of the Securities and Exchange Act of 1934, this information is customary and permitted but could possibly be deemed as an implied economic benefit. Accordingly, Public Trust has adopted written policies and procedures regarding trading and brokerage selection and performs periodic reviews of all trading practices to help ensure that transactions are executed in the best interest of each individual client.



5. Describe your firm’s experience managing fixed income portfolios for governmental entities.

Please refer to our response to number 3.

6. Does your firm act as a broker or as a primary dealer in securities or receive any other form of additional compensation (including soft dollars) for the client transactions aside from the direct fee paid by clients?

No. Public Trust does not act as a broker or primary dealer and does not receive any other form of additional compensation (including soft dollars) for the client transactions aside from the direct fee paid by clients.

7. Provide the number and types of accounts, total asset value, and composition of portfolios currently being managed by your firm.








Public Trust works exclusively with fixed income securities for our institutional public-sector clients. As of September 30, 2020, Public Trust managed \$48.1 billion for 73 clients with over 234 individual portfolios, exclusively for public sector clients.

8. Comment on other areas that may make your firm different from your competitors.

Why Public Trust?

For more than 20 years the professionals at Public Trust have provided investment advisory services to municipalities and public entities in California that are governed by California Code. Our local presence and familiarity with California Code and the seasonal cash flow profile of cities in California provides Public Trust with a unique advantage in our partnership with the City of Beaumont.

What Makes Public Trust Different?

-  Public Trust team has a long history of working with public sector clients in California, governed by State Code.
-  Client specific unique treasury management solutions, rather than a one-strategy-fits-all approach.
-  Investment advisor only business model that results in truly independent, objective advice for our clients.
-  Fully customized approach to investment program development and implementation.
-  Dedicated team approach to credit and risk management.
-  Pre- and post-trade compliance systems.
-  Secure, online, password-protected reporting platform with detailed portfolio analytics and reporting capabilities, including GASB 40 reporting.

The Public Trust team offers a comprehensive list of services to create and maintain an efficient and effective investment solution for public funds, including operating funds, bond proceeds, and debt service or other funds held in the charge of the City. Public Trust serves as an extension of the City’s staff to provide a focused approach to investment management. Below is a sample list of services offered in a customized investment solution.

 **Investment Policy Review:**

Review statutes, bond covenants, and other governing documents to determine allowable investments and maturity parameters. Meet with City staff to determine objectives and risk



tolerance. Recommend updates to policy if needed and present the changes to the governing board.

Cash Flow Analysis:

Work with City staff to determine cash needs in both operating funds (liquidity) and longer-term funds (Core). Review the project flows for bond proceeds and develop a strategy to manage the bond proceeds to the cash needs of the projects.

Investment Strategy:

Development of strategy to meet cash flow needs while efficiently and effectively investing funds. Any proposed solution will be customized to governing documents, risk tolerance, and cash needs of the City.

Custodial/Safekeeping:

Agreements can be wrapped into contract or Public Trust can assist the City is procuring a custody bank relationship.

Arbitrage Rebate Services:

Agreements can be wrapped into contract

Reporting:

Provide customized reporting with 24/7 password-protected online access and training for staff to learn to use the system. All reports produced in this system are downloadable in PDF or Excel.

Training:

Investment seminars, webinars and conferences available as needed by the City.

Board Presentations: Frequency of investment performance and/or other presentations to be determined by the City.

9. Describe your firm’s sources of revenue, categorized by retail and institutional accounts.

100% Commitment to Public Funds Investment Management

As a truly independent investment management firm, Public Trust has a single **revenue source** from the investment management and advisory services we provide our clients. Public Trust works exclusively with fixed income securities for our institutional, public-sector clients.

This single-focus approach ensures all Public Trust resources are dedicated to providing a relationship-driven approach to investment and treasury management with the goal of implementing a program that protects the public’s funds and creates an efficient environment that is tailored specifically to the management, accounting, and reconciliation of our clients’ cash and investment programs. This also eliminates the risk of incorporating individual securities and overall investment strategies that are not appropriate for fixed income investing.

10. Is your firm a registered Investment Advisor under the Investment Advisor’s Act of 1940, as amended?

Yes. Public Trust Advisors, LLC is an investment adviser registered with the U.S. Securities and Exchange Commission (SEC) under the Investment Adviser’s Act of 1940, as amended.

Please refer to Appendix A for a copy of our ADV Part 2A.



11. Describe any SEC, NASD, or regulatory censure or litigation involving your firm or its employees within the past three years.

Neither Public Trust nor any of its employees have ever faced SEC, NASD, or any other regulatory censure, litigation, or any legal proceeding with a regulatory agency. Public Trust is an employee-owned Limited Liability Company with no affiliates and no parent company. We place significant importance on our reputation and our commitment to our public-sector clients.

12. Did you, or will you, pay a finder’s fee to any third party for business related to this account? Specify the recipients of any fee.

No, Public Trust does not receive any economic benefit, directly or indirectly, from any third party for advice rendered to Public Trust clients.

Qualifications and Experience of Proposed Project Team



1. Describe the qualifications of staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience. Be sure to include any municipal agencies they have worked with in the past three years and their level of involvement. A description of how overall supervision will be provided should be included.

The City will have two experienced primary investment advisors, Tom Tight, Managing Director, and John Grady, Managing Director. Mr. Tight and Mr. Grady have been providing investment advisory and management services to their clients’ operating, reserve and bond funds for 25 and 23 years respectively. Mark Creger, Director, and Manuel San Luis, Vice President, based in Public Trust’s Los Angeles office will serve as the City’s primary portfolio managers. They are intimately familiar with California investment statutes and both have more than 15 years of portfolio management experience, managing public funds, in California.

California Investment and Advisory Experience

Public Trust professionals have over 20 years of investment management and advisory experience in California and nationwide. The Public Trust team is intimately familiar with California Code regarding the investment of public funds.

Current Public Trust California Public Fund Clients

-  City of Covina
-  City of Fullerton
-  City of Long Beach
-  City of Palm Springs
-  City of San Jacinto
-  Alameda County Transportation Commission
-  Bay Area Water Supply and Conservation Agency
-  Contra Costa Transportation Authority
-  San Mateo County Transportation Authority
-  California Wildfire Fund
-  Desert Community College District



Portfolio Manager Oversight

The Chief Investment Officer, Neil Waud, CFA, oversees the Investment Management team as well as the portfolio management process. Concurrently, the Public Trust Compliance department is led by Chief Compliance Officer, Barry Howsden, IACCP who provides independent oversight over the portfolio management process. Public Trust leverages its robust compliance and trade order management systems seeking to help ensure all portfolios are compliant with client investment guidelines and state statute. Portfolios are checked for compliance on a pre- and post-trade basis.

Public Trust leverages a framework of manual and automated processes and responsibilities to help ensure compliance with each of our client’s investment guidelines. Public Trust utilizes Bloomberg Asset and Investment Manager (AIM) to help deliver multi-asset solutions for front-end portfolio management and trading. Information from the client's investment guidelines is loaded into AIM to allow for consistent and efficient trading strategies, order management, electronic trading, best execution, and pre-, post-, and end-of-day compliance. Bloomberg AIM is fully integrated with the Bloomberg Trading professional service.

Portfolio Compliance and Audit Process

Compliance is crucial in assuring that all investment positions agree with the investment policies of our clients. Public Trust incorporates numerous steps to make sure the underlying assets held by the portfolio are compliant. Public Trust performs pre- and post-trade compliance verification checks on all portfolios. If a breach or violation occurs, email notifications are sent to notify the Chief Compliance Officer and the portfolio manager of the issue. The breach case will stay open until the issue is resolved, and an audit log of the breach case is maintained in the system. If a breach or violation of an investment policy occurs, Public Trust will notify the client of the instance and subsequently provide a plan to rectify the issue.

In addition to pre- and post-trade compliance, we employ warning limits to notify the portfolio manager of any positions nearing portfolio concentration breaches. This, in conjunction with the pre-trade compliance aspects, can assist the portfolio manager in better managing assets while seeking to maximize returns and limit risks all while keeping portfolios compliant.

Integrated Approach to Investment Management

Our investment management approach integrates the major investment management functions including portfolio management, investment advisory, and credit research with the operation and compliance functions. This coordinated approach in the asset management function provides oversight within each function while also coordinating resources for a consistent, safety first-focused investment strategy.

2. Identify the investment professionals (portfolio manager, analysts, and researchers) employed by your firm, by classification, and specify the average number of accounts handled by portfolio managers. Are there any established limits on accounts or assets under management?

The entire Public Trust staff is dedicated and committed to serving the public sector. We believe one of the strengths Public Trust brings to the City is the broad experience of our entire team; we have relationship managers, analytical professionals, portfolio managers, and back-office operations including compliance and reporting. While there are no formal established limits on accounts or assets under management, our focus in this area is to provide a team approach by ensuring the necessary resources are available for our clients.



Classification	Professionals (as of 9/30/20)
Portfolio Management	8
Credit Research	5
Administrative/Marketing	24
Investment Advisory	12
Accounting/Client Services	11
Legal/Compliance	2
IT	7

3. Provide an affirmative statement that the primary contact and all assigned key professional staff are properly licensed to practice in California.

Tom Tight and all assigned key professional staff are properly licensed to practice in California.

4. Describe your firm’s training and education efforts to keep portfolio managers informed of developments relevant to government investment managers.

Professional Portfolio Management Training

Public Trust has dedicated resources and training for portfolio managers. From an external perspective, our portfolio managers stay informed of market changes, macro legislative issues, and state and local specific events through real-time financial news resources as well as subscriptions to several publications directly related to the fixed income markets and the public funds sector. These professionals, along with our credit analysts, are responsible for attending training seminars and conferences within the industry that are appropriate for maintaining designations and licenses. Our portfolio managers and credit team professionals attend training on a periodic basis and target specific opportunities that are related to the fixed income markets and the management of public funds. Additional training sessions arise as new developments within the marketplace occur so our team stays up to date on current trends, legislation, and other factors that impact our clients’ investments and the strategies we apply while maintaining a safety-first focus. In addition, many members of our portfolio management team hold the CFA designation and as such must complete continuing education required by the CFA Institute.

Internal and External Resources

Internally, the Public Trust portfolio managers are intimately knowledgeable of internal and external developments and events that may impact the investment management of our clients’ portfolio. This is a natural and intended result of our approach to our client relationships. Our investment advisors serve as the client relationship manager and are responsible for maintaining ongoing communication with the client and the portfolio manager. In addition, we recommend periodic conferences/in-person meetings between the client and portfolio managers to ensure the investment management program in place is appropriate in the event of internal and/or market changes. Each client has direct access to their portfolio managers.



Client Direct Training on Public Funds Portfolio Strategies

The Public Trust portfolio managers provide training on investment management related topics for our clients who have direct responsibility for the safety of public funds. Our training seminars team up Public Trust professionals with professionals in related areas within the industry including accounting firms, underwriters, financial advisors, public officials, and legal counsel. This provides our team and our clients with a substantial network of professionals nationwide and serves as a significant resource for disseminating information in a timely manner.

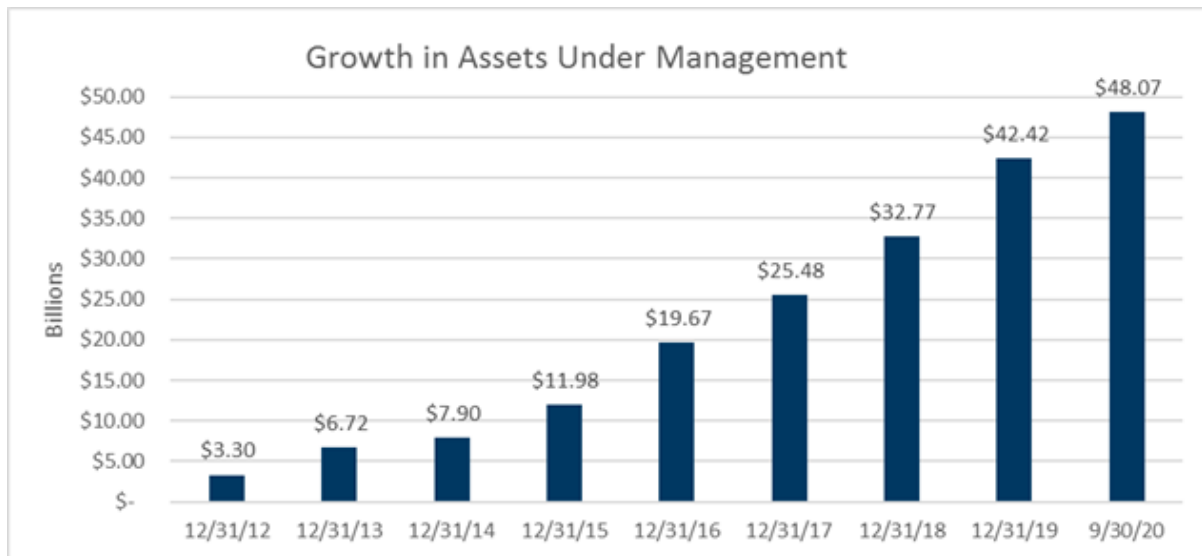
5. Has there been any turnover of professional staff in the firm in the last three years assigned to public sector clients?

Since inception, a primary focus Public Trust has been dedicating experienced professionals in all areas of the firm as a direct resource for our clients. As part of our growth, we continue to evaluate the structure of the organization, and we continue to expand in several areas including investment advisory, client services, portfolio management, and credit research.

In the last three years, Public Trust has added six senior professionals to expand the portfolio management, credit research teams and investment advisory teams. Also, in the last three years, four senior professionals left the firm, one due to retirement and the other three to pursue opportunities outside the firm. Notably, Public Trust has grown to almost 70 employees in 2020, from almost 50 in 2017.

6. Summarize your assets under management (institutional only) over the past five years and average assets per client.

As of September 30, 2020, Public Trust managed \$48.1 billion in assets for 73 clients with more than 234 individual portfolios. All assets under management are public funds invested in fixed income securities with the primary investment objectives of safety, liquidity, and yield. Average assets per client is approximately \$150 million.



We believe our firm’s growth is a result of our approach to client relationships and the importance we place on seeking to ensure we provide a team of dedicated investment professionals with the necessary resources to serve our clients.



7. Provide relevant performance statistics on a comparable portfolio that you would recommend to the City of Beaumont and compare with industry averages or benchmarks for the last one, three, five, ten year period and/or since inception, noting the performance measurement methodology/basis (e.g. Total Rate of Return (GIPS), Effective Rate of Return, etc.).

Please see performance below for our Short Term 1-3 Year Fixed Income Composite and our Short Term 1-5 Year Fixed Income Composites. Public Trust Advisors, LLC claims compliance with the Global Investment Performance Standards (GIPS®). Please refer to Appendix G for a copy of our GIPS Composite presentations which contain annual returns since inception. Our Verification Letter can be provided upon request.

Public Trust Advisors Short Term 1-3 Year Fixed Income Composite

As of September 30, 2020

	One Year	Three Years	Five Years	Ten Years	Since Inception
Public Trust Short Term 1-3 Year Fixed Income Composite (Gross of fees)	3.71%	2.78%	1.92%	1.36%	2.26%
ICE BAML 1-3 Year US Treasury Index	3.58%	2.64%	1.80%	1.28%	2.25%

Based on Public Trust Advisors' Short Term 1-3 Year Fixed Income Composite as of September 30, 2020. Please see the GIPS Disclosures in the Appendix for further details. Past performance is not indicative of future results. Performance is presented gross of investment management fees. Gross performance does not reflect payment of advisory fees and other expenses which will reduce performance. Advisor fees are disclosed in Form ADV Part 2A. Performance for periods greater than one year is annualized. For one-on-one presentation only.

Public Trust Advisors Short Term 1-5 Year Fixed Income Composite

As of September 30, 2020

	One Year	Three Years	Five Years	Ten Years	Since Inception
Public Trust Short Term 1-5 Year Fixed Income Composite (Gross of fees)	4.79%	3.26%	2.24%	1.81%	2.88%
ICE BAML 1-5 Year US Treasury Index	4.60%	3.18%	2.19%	1.72%	2.86%

Based on Public Trust Advisors' Short Term 1-5 Year Fixed Income Composite as of September 30, 2020. Please see the GIPS Disclosures in the Appendix for further details. Past performance is not indicative of future results. Performance is presented gross of investment management fees. Gross performance does not reflect payment of advisory fees and other expenses which will reduce performance. Advisor fees are disclosed in Form ADV Part 2A. Performance for periods greater than one year is annualized. For one-on-one presentation only.

8. How many accounts have you gained in the last 12 months? How many accounts have been lost in the last 12 months and why?

Over the last 12 months ending September 30, 2020, we have gained eight clients and lost one client.



Assets Under Management

9. Summarize your institutional investment assets under management by category as shown below for your latest reporting period.

	Governmental (\$B)	Non-Governmental (\$B)
# of Portfolios	234	0
Operating/Bond Funds	\$ 48.1	\$ 0
Pension Funds	0	0
Foundations	0	0
Equity Funds	0	0
Total	48.1	0

*As of September 30, 2020

Investment Management Approach and Discipline

1. Briefly describe your firm’s investment management philosophy, including your approach to managing governmental portfolios.

Resource Commitment Investment Management Approach

Public Trust emphasizes a conservative, client-focused approach that centers on providing fully customized investment solutions along with the full commitment of our firm resources. Our approach seeks to maximize safety within the parameters established by each client while improving investment return and earnings. An emphasis on high-quality securities, diversification, and the minimization of volatility helps ensure our clients’ portfolios maintain the appropriate balance of safety and liquidity throughout market cycles. **We apply active management strategies to capitalize on market opportunities and to control portfolio exposure to risks while employing dedicated and experienced professionals in accounting and operations to provide an efficient approach to the treasury management function.** Our investment philosophy focuses exclusively on the public-sector and is guided by four major principles (in order of importance): safety, liquidity, transparency, and investment return. Within this conservative framework, our investment approach is based on the belief that consistently strong fixed income returns are achieved through the disciplined and active management of the market sectors that enhance income.

Investment Management Philosophy

Our investment philosophy is based on the principle of maintaining the safety of the public funds we manage on behalf of our clients. Our approach is to use a diversified strategy that minimizes market value volatility, prevents exposure to noncompliant securities within the portfolio, and provides complete transparency to the strategy and holdings of the portfolio daily. By adhering to these principles, our goal is to provide strong, risk-adjusted returns. We provide discretionary and non-discretionary asset management based on revenue type, investment objectives, and the characteristics of each client.

Our approach to providing investment advisory services is to be considered an internal resource for the clients’ staff. We believe this approach enhances our clients’ cash and investment management programs through efficiency and effectiveness. We only manage fixed income assets for our public

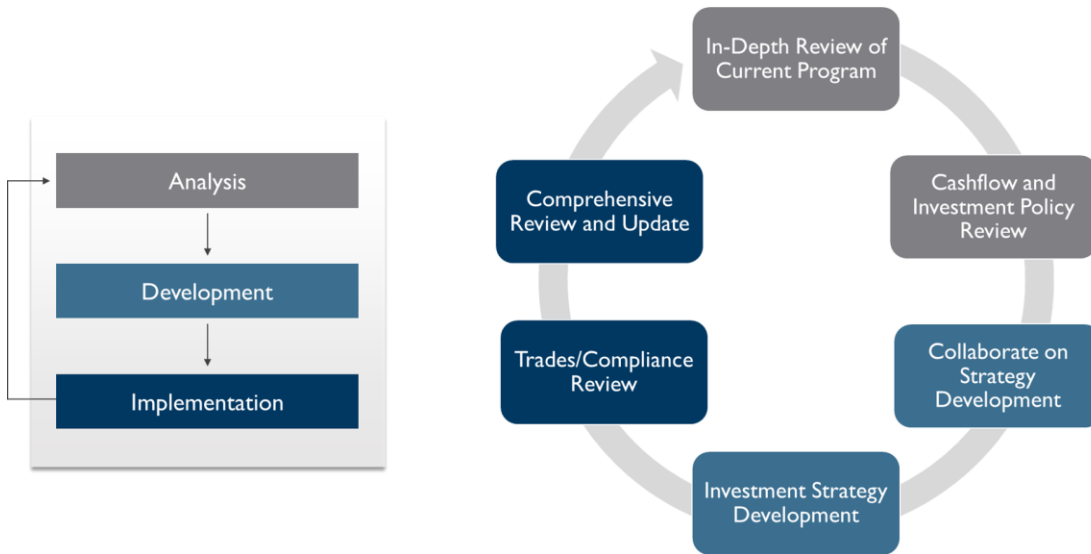


entity clients. Our portfolio managers' expertise is in managing portfolios consisting of U.S. Treasuries, Federal Agencies, and, where permitted, investment-grade corporate issues within the short-term area of the yield curve. Portfolio maturities range from overnight in actively managed cash portfolios to the 1-10 year areas of the yield curve.

Complete Initial and Ongoing Review of Current Investment Program

As an initial step in our relationship with our clients, we seek to understand the particular goals of the client's treasury management program. From there, we construct a policy that is compliant with state and local laws, is in line with the risk tolerances of the client, and meets the minimum requirements in the areas of asset allocation and maturity requirements, reporting, benchmarking, establishing roles and responsibilities, internal controls and investment procedures, and competitive selection of investments.

For the duration of the relationship between the City and Public Trust, the below cycle is repeated annually to help ensure that their portfolio's strategy continually minimizes market value volatility, maximizes investment return, prevents exposure to noncompliant securities, and provides complete transparency.



2. How frequently do you formulate and review fixed income strategy? How is that carried out and who is involved?

Approach to Investment Strategy Decisions

Our investment decisions are formulated daily through portfolio manager communication and trade strategy discussions. Externally, our portfolio managers stay informed of market changes, macro legislative issues and state and local specific events through real time financial news resources, subscriptions to several publications directly related to the fixed income markets and the public funds sector. Internally, Public Trust's portfolio managers are intimately knowledgeable of internal and external developments and events that may impact the investment management of our clients' portfolios. Public Trust's investment advisors serve as the client relationship manager and are responsible for maintaining on-going communication with the client and the portfolio manager.



From a technical standpoint, we have the capability to provide the client with portfolio analytics based on various interest rate scenarios (shock test), asset allocation changes based on sector spreads and the impact of a single transaction on the portfolio and the resulting gain loss and other changes to the portfolio characteristics (i.e. book and market yield, duration). Ultimately, we will communicate with the client to provide a summary of our investment strategy recommendations that will be supported with analytical data.

We work with each clients to provide timely market analysis and economic updates as we formulate our advice for investment strategies. We discuss proposed investment recommendations during monthly and quarterly reviews of current and prior period investment decisions involves a thorough review of market conditions, economic indicators, yield curves, and sector spreads as well as analytical resources, and other visual support for our recommendations and previous investment transactions.

As events occur between formal meetings, we provide discussion and recommended changes to the portfolio structure, asset allocation or duration strategy.





3. What are the primary strategies for adding value to portfolios (e.g. market timing, credit research, trading)?

Strategies for the Added Value Approach to Portfolio Management

Our portfolio management and credit team coordinate with the investment advisor and client to determine the optimal approach based on our initial client review. We apply qualitative and quantitative methods for portfolio management with the goal of adding value to the investment program versus a purely passive investment approach.

Interest Rate Forecasting: Forecasting is utilized to gauge the probable term structure of interest rates over our investment horizon and measure the impact on a portfolio’s return over time. We can then implement maturity structure strategies based on expectations of increasing or decreasing interest rates.

Maturity Distribution: Our strategy is to use a percentage of benchmark approach to duration management. We will typically reduce duration compared to the benchmark in a rising rate environment and match or extend the duration in a falling rate environment. This strategy can add value through income and/or lower price volatility as interest rates change.

Shape of Yield Curve: As part of the maturity structure approach, the shape of the yield curve can shift during increasing and decreasing interest rate environments. Market conditions, liquidity stemming from supply and demand conditions, as well as realized and anticipated changes to monetary policy by the Federal Reserve can impact the shape of the yield curve. Steep yield curves offer an advantage of larger gains in yield for each unit of duration and a flat yield curve may result in a more cautious approach to longer term investing resulting from limited yield advantage for greater interest rate risk.

Asset Allocation: Economic and geopolitical events often impact the term structure of interest rates. As demand for safe haven investments such as U.S. Treasuries increases (decreases), investors will typically demand a higher (lower) relative returns on other asset classes such as corporate and structured debt. Adjusting asset allocation targets as part of a dynamic investment process may add value to the overall investment program from additional income and sector outperformance for a given period.

Strategies for the Added Value Approach to Credit Research

We believe that a fully independent credit research team is an essential component of an investment program. This is especially true for public funds investment programs managed with the primary objective of Safety of Principal, just like the City. Public Trust continues to expand our credit research team with five professionals dedicated solely to the credit research function. Many of our competitors either completely outsource this extremely important function or have individuals that only perform credit research on a part-time basis.

Risk Management: We believe that risk management is an essential component of any investment program. This aspect takes on a heightened concern when corporate credit is part of the overall strategy. Our internal credit team constantly monitors and evaluates the health of our approved counterparties in respect to financial stability and relative value to government-backed obligations. As corporate yields narrow and widen, this impacts the return of the sector and the overall return of the portfolio. We strategically seek opportunities when we believe the market has underpriced a security with the goal of adding value through risk adjusted returns.

Independent Credit Research: Credit research is a vital part of investment management. We believe this function must be performed on a full-time basis to be conducted appropriately given the dynamics of the markets. Moreover, we place significant value in a completely independent credit



research function. This full-time, independent credit research further reduces credit risk by eliminating yield and security selection bias and the potential of delayed actions to protect funds when performed on a part-time or from solely external credit research.

4. How are portfolios managed (e.g. by team or individual manager)? What is the back-up when the manager is away?

Public Trust manages each client with a team approach which we believe results in the highest level of client service that allows multiple professionals to respond and provide solutions to our clients' requests. Public Trust was founded on the principle of providing client-focused investment management services, and our firm regards this aspect of our role with clients to be as important as the safety of the client assets we manage.

We believe one of the strengths Public Trust brings to this engagement is the broad experience of our entire team; relationship managers, analytical professionals, portfolio managers, and back-office operations including compliance and reporting. In addition to our team approach, Public Trust leverages robust compliance and trade order management capabilities to help ensure that all client portfolios comply with policy and California Code.

5. What oversight is provided to portfolio managers?

Portfolio Manager Oversight

The Chief Investment Officer, Neil Waud, CFA, oversees the Investment Management team as well as the portfolio management process. Concurrently, the Public Trust Compliance department is led by Chief Compliance Officer, Barry Howsden, IACCP who provides independent oversight over the portfolio management process. Public Trust leverages its robust compliance and trade order management systems seeking to help ensure all portfolios are compliant with client investment guidelines and state statute. Portfolios are checked for compliance on a pre- and post-trade basis.

Public Trust leverages a framework of manual and automated processes and responsibilities to help ensure compliance with each of our client's investment guidelines. Public Trust utilizes Bloomberg Asset and Investment Manager (AIM) to help deliver multi-asset solutions for front-end portfolio management and trading. Information from the client's investment guidelines is loaded into AIM to allow for consistent and efficient trading strategies, order management, electronic trading, best execution, and pre-, post-, and end-of-day compliance. Bloomberg AIM is fully integrated with the Bloomberg Trading professional service.

Portfolio Compliance and Audit Process

Compliance is crucial in assuring that all investment positions agree with the investment policies of our clients. Public Trust incorporates numerous steps to make sure the underlying assets held by the portfolio are compliant. Public Trust performs pre- and post-trade compliance verification checks on all portfolios. If a breach or violation occurs, email notifications are sent to notify the Chief Compliance Officer and the portfolio manager of the issue. The breach case will stay open until the issue is resolved, and an audit log of the breach case is maintained in the system. If a breach or violation of an investment policy occurs, Public Trust will notify the client of the instance and subsequently provide a plan to rectify the issue.

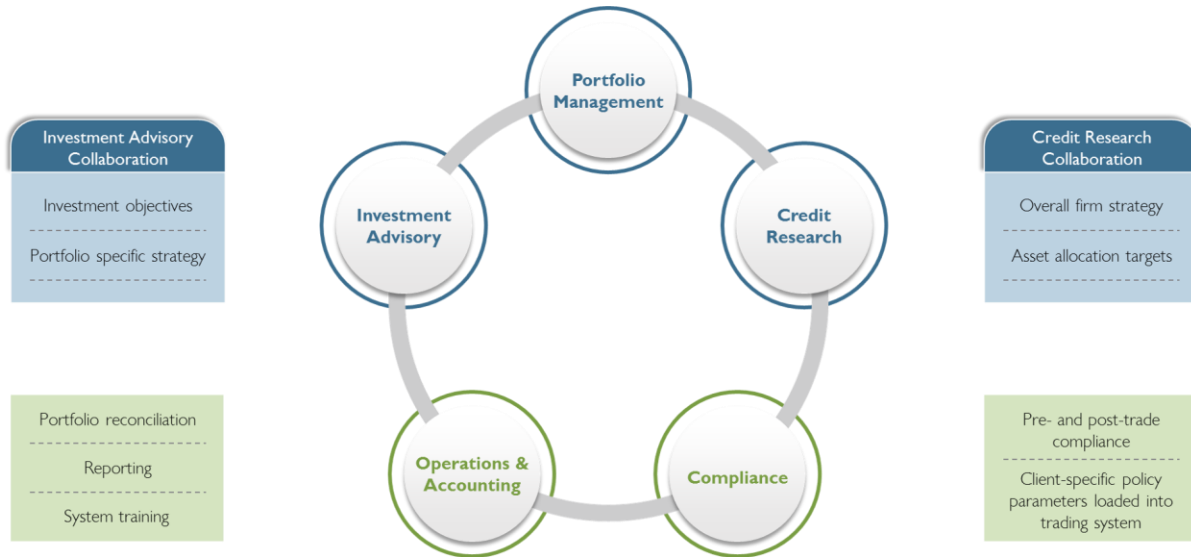
In addition to pre- and post-trade compliance, we employ warning limits to notify the portfolio manager of any positions nearing portfolio concentration breaches. This, in conjunction with the pre-



trade compliance aspects, can assist the portfolio manager in better managing assets while seeking to maximize returns and limit risks all while keeping portfolios compliant.

Integrated Approach to Investment Management

As illustrated below, our investment management approach integrates the major investment management functions including portfolio management, investment advisory, and credit research with the operation and compliance functions. This coordinated approach in the asset management function provides oversight within each function while also coordinating resources for a consistent, safety first-focused investment strategy.



6. What role does interest-rate forecasting play in your portfolio management strategy?

Interest-rate forecasting plays an important role in overall portfolio management strategy. It is one of several factors in determining the proper asset allocation and maturity distribution of the portfolio. As the economy slows and interest rates are expected to fall, the portfolio is constructed using longer duration non-callable positions. Each investment portfolio is managed with an investment horizon based on the nature of the proceeds invested. For longer term assets managed with a duration and asset allocation target, we believe the most effective management style is to structure the portfolio based on our longer-term expectations on interest rate movements, rather than a short-term approach that may result in a strategy based on timing the market. Our investment strategy is dynamic as we adjust portfolio maturity and asset allocation structures as the yield curve shifts and the spread between fixed income sectors widen and narrow, ultimately impacting risk adjusted returns. For short term investment strategies typically funded with assets needed within the fiscal year and for bond proceeds and capital project related assets, the portfolio is structured with consideration of short term rates versus daily liquidity alternatives.

We believe the fundamental strength in the labor market coupled with the improvement in consumer balance sheets (with inflation trending higher) will keep the Federal Reserve active for the foreseeable future, gradually raising interest rates over the next two years. The anticipated speed and magnitude of the rising interest environment will play a significant part in our portfolio positioning. However, referring back to the four-key metrics for our investment strategy:

- I. Duration – Given the inverse relationship between price and yield, a rising interest rate environment would dictate that we underweight duration relative to our respective benchmark.



- 2. Curve Positioning – Given the muted outlook for global growth and inflation short-term rates will rise faster than long-term rates, flattening the yield curve and favoring barbell positioning. A barbell structure would allow greater opportunity for longer-dated securities to “roll down the curve” and appreciate in value.
- 3. Asset Allocation – A rising interest rate environment would imply an improving economy, favoring credit sensitive asset classes. This may warrant an increased allocation for the City’s portfolio to corporate and municipal debt.
- 4. Security Selection – A rising interest rate environment would imply an improving economy, with improving credit metrics for borrowers and reduced-price volatility. This fosters a “risk on” mentality favoring sectors away from the government space.

Focusing on the rate of return and relative risks, an improving economy dictates that monetary policy pushes the general level of interest rates (and investment returns) higher in an attempt to curb inflation. However, monetary policy has been anything but “normal” since the Great Recession. Thus, the relative risks for many asset classes may be distorted by the unprecedented actions of the Federal Reserve warranting additional scrutiny as policy “normalization” slowly materializes over time.

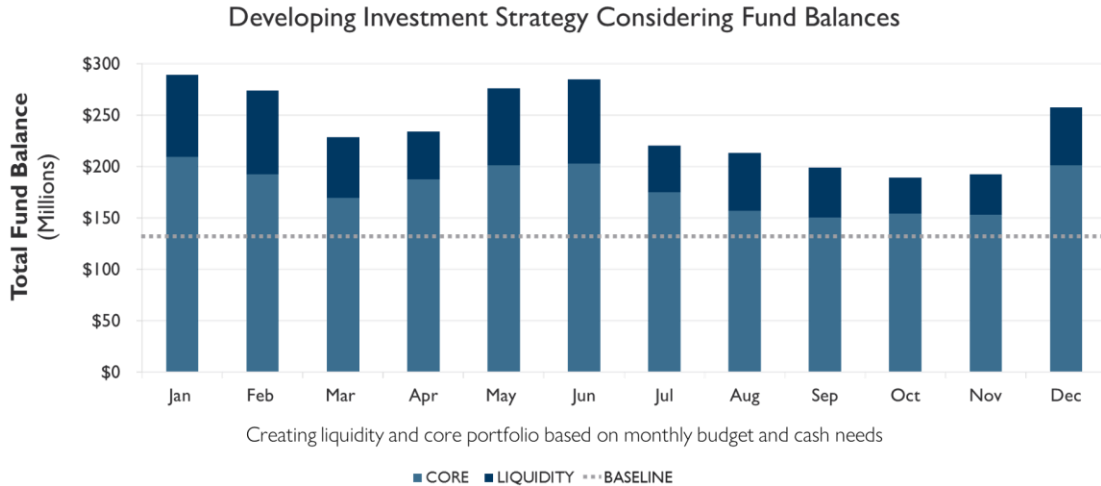
7. How will you handle fluctuating cash flows and the cash forecasting process?

Managing Liquidity: Cash Flow Fluctuations and Portfolio Strategies

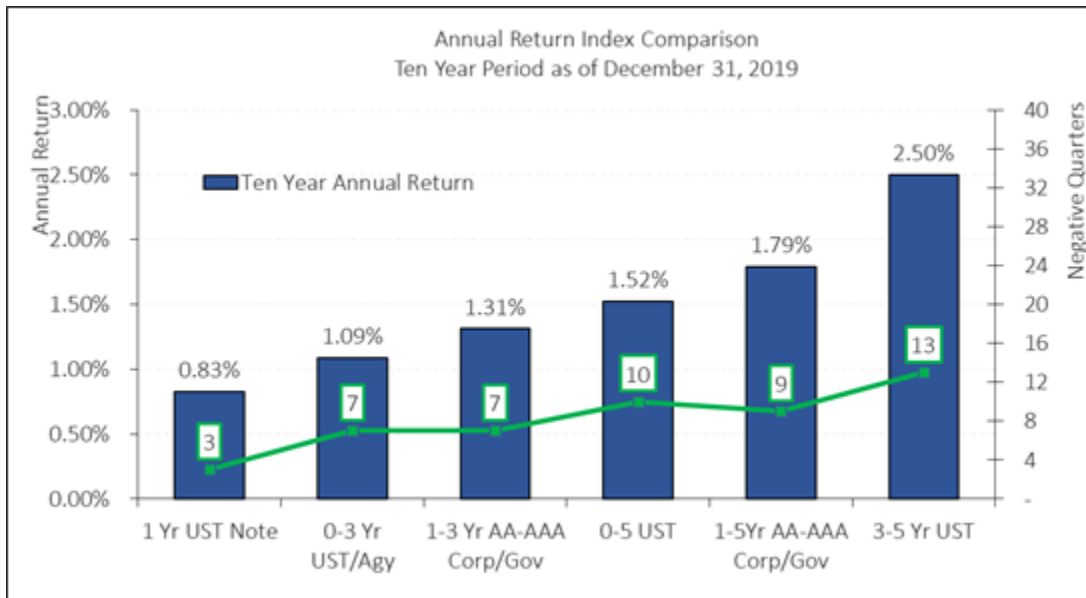
As a company focused 100% on the public sector, Public Trust is accustomed to working with our clients on an ongoing basis as forecasting and cash flows fluctuate. Most recently, Public Trust has been assisting its clients in adapting their treasury management in response to COVID-19. While the discussion varies by entity, reevaluating liquidity, assessing risk tolerance for commercial paper and corporate notes, and managing monies received through the CARES Act are examples of Public Trust’s proactive approach due to fluctuating cash flows and forecasting.

Our familiarity with the public funds investment programs provides Public Trust with a unique perspective that allows us to implement a customized strategy based on the investment objectives outlined in the City’s Investment Policy. We believe that a cash flow analysis can improve the overall performance of a client’s investment management program by identifying assets needed for very short-term needs (payroll), periodic (debt service), one time in and outflows (sale or purchase of land, grants), and longer-term assets (reserves, self-insurance). While a general approach to this process (such as knowing the lowest balance throughout the year) can be helpful, a deeper understanding of the timing of the cash flows can significantly increase investment options for the investment program. Even in the current interest rate environment, this may result in an increase in interest earnings that may be used to offset lower revenues from other sources such as ad valorem revenues or sales taxes. We utilize a cash flow model that incorporates seasonality and estimates increases/decreases in fund balance based on this historical information. Since each public-sector entity has unique characteristics, there will be slight differences in timing and types of revenues and expenses.

The knowledge that a cash flow analysis provides is important in any interest rate environment, though this approach can be especially beneficial in a rising interest rate environment, by establishing a multiple duration approach to provide liquidity from overnight and short-term strategies and to seek to enhance income performance with assets identified for longer duration strategies.



An investment program that considers the dynamic nature of the fixed-income markets may provide additional income over time by adjusting maturity structure and overall duration strategies to meet cash flow needs for anticipated expenses and for those that may be unexpected such as land acquisition or newly identified capital projects. We suggest annual updates to the cash flow analysis with a review of historical results and future expectations. The chart below presents ten-year historical annual returns for various duration strategies. As the chart below illustrates, longer-term investment strategies have provided higher returns over the time period analyzed. Higher market volatility is shown by the number of negative quarters during the period.



Source: Bloomberg. ICE BAML. Benchmarks are provided for illustrative purposes only. Comparisons to benchmarks have limitations because benchmarks have volatility and other material characteristics that may differ from the portfolio. Also, performance results for benchmarks do not reflect payment of investment management/incentive fees and other fund expenses. Because of these differences, benchmarks should not be relied upon as an accurate measure of comparison.



8. Describe on ongoing daily investment procedures proposed for the City including procedures for trades, security choice, controls, etc., and how you will provide liquidity.

Daily Portfolio Management

Public Trust actively manages and advises the City’ investment program with the Prudent Expert Standard which states that the investment manager will act with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent investment expert acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

We manage the City’ investment portfolios with the stated investment objectives of:

- ▣ Safety
- ▣ Liquidity
- ▣ Yield
- ▣ **Compliance**
- ▣ **Transparency**

We also believe compliance and transparency are key investment objectives for public funds and we incorporate these objectives as part of our investment management approach and reporting.

Security Selection and Execution Process

Once the appropriate sector, duration, and maturity allocations are determined, Public Trust begins the portfolio construction and security procurement process. The selection of individual securities is based on the assessment of relative value and the analysis of each security's contribution to total portfolio risk and expected return. Public Trust recommends aggressively "shopping" for all securities to identify individual securities which provide the opportunity to add incremental yield relative to the market while controlling overall portfolio risks and assuring aggressive pricing. In general, Public Trust solicits all security transactions via a competitive process and maintains detailed records regarding the broker-dealers queried, their corresponding bids/offers, and the basis of transaction award. This information is maintained for auditing purposes and available to each client upon request.

Several portfolio and security structures are evaluated across a range of potential market scenarios to determine which structure provides for the most consistent risk-adjusted performance. Individual security trades are initiated and recommended by the portfolio management team consistent with each portfolio’s stated objectives and constraints. Public Trust is in communication with numerous broker-dealer firms throughout the trading day and aggressively shops for all securities to ensure aggressive pricing. Security trades may be executed over electronic trading platforms such as Bloomberg or conducted verbally with the participating broker-dealer. Further, Public Trust has implemented systems that require the portfolio manager to review compliance statistics before any purchase or sale is executed and each trade is verified through our pre-trade compliance process prior to the recommendation and execution.

Transactions are executed in accordance with the established investment strategies and we coordinate the transaction and settlement process.

- ▣ Identify transaction opportunity for the investment program
- ▣ Confirm pre-trade compliance
- ▣ Execute trade

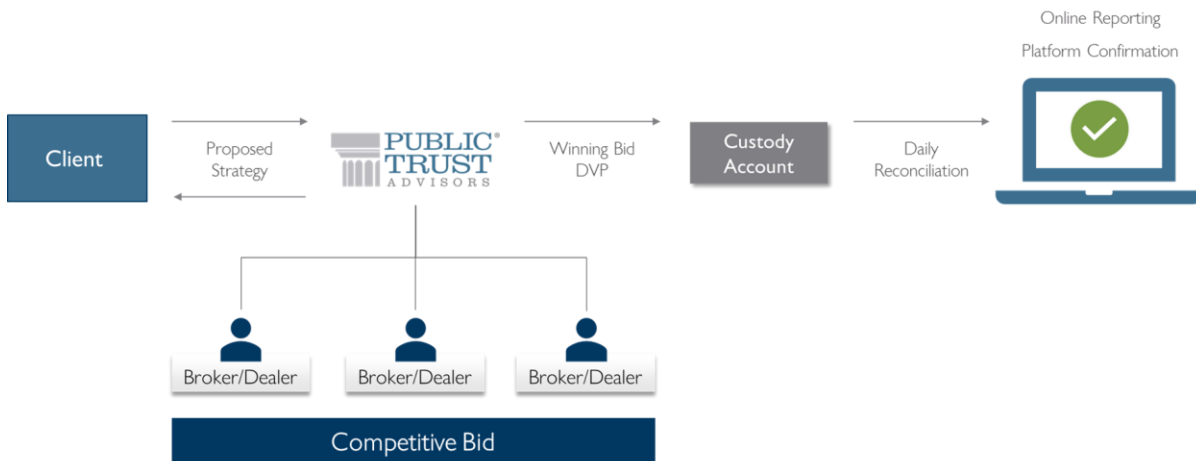


- Provide the City with trade ticket via e-mail or physical mail with competitive bid information
- Confirm trade settlement with the City and broker

Security Trade Settlement Procedures

A few of the steps we take that seek to ensure compliant, efficient trades for our portfolios:

- Public Trust maintains procedures for discretionary and non-discretionary accounts that establish appropriate steps before the execution of any transaction
- Obtain multiple quotes, when possible, in accordance with the investment policy through a competitive bidding process with the goal of achieving optimal pricing**
- Trade confirmation is received, and electronic trade ticket is generated
- Security and cash position are simultaneously delivered – Delivery Vs. Payment
- Trade ticket provided to custodian for reconciliation settlement within the custody account
- Trades are reflected on-line within the client’s portfolio holdings. All portfolio statistics are updated based on previous day’s trades to reflect current portfolio characteristics.



In terms of ensuring sufficient liquidity, we find it is beneficial to consider any public funds portfolio as having two distinct components. First is a liquidity portfolio which represents that portion of the portfolio earmarked for current operational needs and objectives, and therefore, requires significant liquidity and minimal, if any, market price risk. The remaining core portfolio can be characterized as those balances that are not immediately needed for operational purposes and that can be invested in longer-term securities to generate greater expected returns over time. The appropriate sizing of the liquidity portfolio ensures sufficient funds are available at, or very near, par to provide liquidity for known and contingent operating and capital expenses with an appropriate buffer to account for uncertainties. Furthermore, the prioritized objectives of safety and liquidity dictate that the remaining core portfolio be generally comprised of liquid securities with active secondary markets with reasonably predictable transaction costs (e.g., bid/ask spreads) to facilitate tactical rebalancing transactions for risk management or relative value purposes, in addition to contingent liquidity, should revenue or expenditure forecasts deviate more than expected.



9. How frequently would you suggest your staff meet with the City’s staff? Who will attend these meetings?

Client Communication

As the City’s investment advisor, the Public Trust investment team would be in frequent communication with the City regarding upcoming cash flows from interest payments and trades in the portfolio. This is especially important for a non-discretionary investment program to ensure reinvestment strategies are discussed and approved. We also recommend periodic discussions regarding existing holdings and recommended trades based on changes within the markets (e.g., yield curve shifts, and sector spread changes). The City relationship manager, Laura Glenn, CFA, formerly the portfolio manager of Georgia Fund I, is based in our Atlanta office and is available for meetings as often as requested and we recommend in-person visits with the City for quarterly investment meetings based on the City’s requested schedule. We also hold an annual meeting to include the City’s portfolio manager(s) to discuss an in-depth review of portfolio strategy, benchmarks, composition, market outlook, etc. Training seminars are be offered. We also recommend an annual meeting to include the City’s portfolio manager(s) to discuss an in-depth investment policy review, portfolio strategy review, benchmarks, composition, market outlook, etc.

Public Trust’s approach to providing investment advisory services is to be considered an internal resource for the clients’ staff. We believe this approach enhances our clients’ cash and investment management programs through efficiency and effectiveness. **For client calls and inquiries, our goal is an immediate response and to provide a solution and or the requested information as soon as possible.** Our structure provides for direct communication with several individuals which will be familiar with the City’s investment program. This includes the relationship managers, portfolio managers, client service team, access to the credit team and our chief compliance officer.

Reporting

1. Describe the investment accounting and reporting system used by your firm.

GASB and Accounting Reports

Public Trust uses Clearwater Analytics for reporting. This system uses data that flows electronically; directly from the City’s custodial bank on a daily basis. This platform is highly customizable and user friendly. We have developed several GASB and client specific accounting reports through this system. These reports are provided as needed and are also included in the user’s profile for access and download anytime.

Clients have an unlimited number of users for staff to securely access this reporting and analytics system 24 hours per day/7 days per week. Client login access is made easy through the Public Trust website.

The City’s Public Trust team has extensive experience developing GASB related reports including the GASB 40 note for the CAFR for several municipal public entities. In addition, a GASB 40 report is provided in our standard monthly statement and is also accessible anytime online.

Our reports provide a considerable level of detail for all cash and investments held in the Public Trust managed portfolios for GASB 31 compliance.

For summary reporting that includes all assets, we will work closely with the City’s staff and develop custom summary statements that also include internally managed assets with information provided by the City staff.



Mr. Tight will assist the City with the CAFR GASB 40 note in the Comprehensive Annual Financial Report (CAFR).

Mr. Tight and Mr. Grady will also be available to develop customized reporting for GASB requirements and other reporting requirements as needed and these reports will be available within each users profile.

2. Describe the frequency and format of reports that you would provide to the city staff. Send a sample.

Accurate, Timely, Transparent Reporting

Investment reporting is a vital function of a cash and investment program. Reports serve as an important internal control to verify cash investment balances and for reconciling bank and custody statements. We believe the information provided for verification is only valuable if it meets the criteria of being accurate, timely and transparent for ease of understanding. Our reporting process includes online reporting updated daily, and custom monthly, quarterly and annual reports.

Comprehensive Monthly/Quarterly/Annual Statement and Reporting Capabilities

Public Trust offers a reporting platform that allows for multiple reporting options regarding investment activity within the portfolio in addition to portfolio analytics. The system also prepares GASB 40 & 72 information for annual reporting requirements. Statements also provide accounting information for cash basis and accrual basis accounting methods.

The information in the Month End Statements Includes:

 **Summary of Investment Activity**

- ✓ Period to period change in market and book value by portfolio and in total
- ✓ Interest income and Net Income calculations
- ✓ Accrued Interest, Realized/Unrealized Gains and Losses
- ✓ Duration and maturity statistics




 **Detailed Security Level Reports**

- ✓ Holdings
- ✓ Transactions
- ✓ Amortization/Accretion
- ✓ Issuer Concentration/GASB 40
- ✓ GASB 72 Fair Value Hierarchy reporting

Comprehensive Online Reporting Platform

Public Trust offers our clients a comprehensive reporting platform with advanced capabilities that provide required industry standard information. This reporting technology also allows for supplemental investment reports that are client specific.

Specific Reporting Capabilities and Characteristics include:

-  Password Protected Online Access
-  Daily market value for Public Trust managed assets
-  Daily updated transaction activity



- ✓ Purchases, Sales, Maturities, MBS Paydowns, Interest Payments
- ☰ Detailed securities holding report with CUSIP specific information
 - ✓ Trade date, YTM, coupon, par, original cost, maturity, ratings,
 - ✓ Unrealized/Realized gain loss
- ☰ GASB 40 statement disclosure
- ☰ Cash flow report detailing upcoming maturities and interest payments
- ☰ Accounting reports to supplement internally generated reports
- ☰ Quarterly and annual reports include market and economic information
- ☰ Daily reconciliation to the custodian

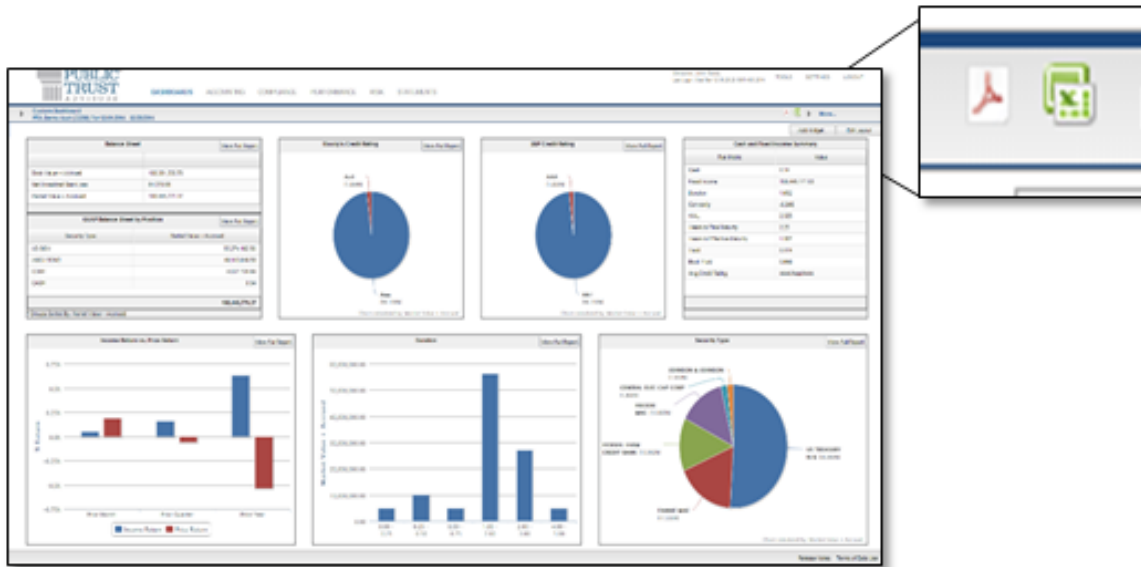
We develop investment reports based on our initial investment program review and consultation.

Detailed Quarterly and Annual Reports - The Quarterly and Annual reports contain all the information provided in the monthly statement and the additional information listed below:

- ☰ Quarterly/Annual Review
 - ✓ Total return calculations for actively managed portfolio
 - ✓ Market review and impact on portfolio strategy
 - ✓ Discussion on previous and future recommended investment approach
 - ✓ Review of all assets and overall treasury management program
 - ✓ Review cash flow and liquidity needs
 - ✓ Confirmation of short and long-term investment objectives
 - ✓ Quarterly/Annual formal presentation to elected officials
 - ✓ Security credit ratings
- ☰ Historical Portfolio Trends
 - ✓ Changes in book and market yields during the period
 - ✓ Adjustments in asset allocation
 - ✓ Portfolio characteristics comparison to selected benchmark

Online Reporting with PDF and Excel © Download Capabilities

The City will have the ability to generate available reports from our online reporting platform in Adobe PDF and Microsoft Excel formats. For more comprehensive modeling Public Trust will work with the City to develop specific reports to be available online for download into excel format. **The illustration below presents a sample Dashboard View that presents a variety of portfolio characteristics on a single screen:**



Source: Public Trust. For illustrative purposes only.

Please see Appendix D for a Sample Reporting Statement.

3. What performance benchmarks would you suggest for this portfolio? Provide recommendations regarding performance benchmarks for a portfolio similar to that of the City's. What experience has the firm had in developing benchmarks for public operating portfolios?

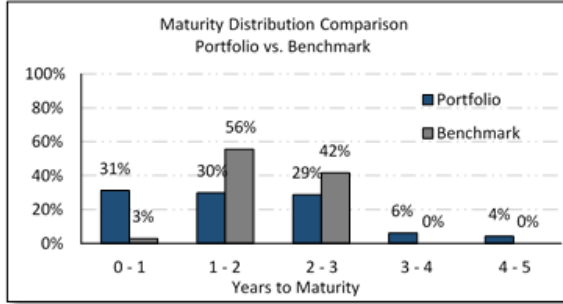
Portfolio Benchmark Selection Process and Capabilities

Duration and asset allocation are the two primary portfolio characteristics when selecting the appropriate benchmark for performance measurement. We choose benchmarks based on each client's interest rate risk tolerance and on credit risk tolerance which determines the asset classes that will be included in the portfolio strategy. The benchmark recommendation is recommended based on the portfolio's target maturity distribution, minimum credit rating and asset allocation.

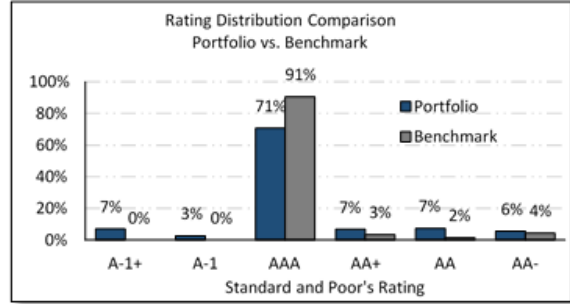
Our technological and portfolio management resources, including Bloomberg AIM, give us considerable capabilities for recommending the appropriate benchmark based on the determined portfolio strategy.

In our experience, industry standard benchmarks are a common way to evaluate the performance of a portfolio for discretionary, actively managed, portfolios that have a specific duration target and permitted investments that are similar to those that are included in the selected benchmark. The portfolio is typically managed around these parameters and the strategy is usually based on historical performance and risk tolerance to determine the most appropriate strategy. The most common benchmarks include the ICE BofAML 1-3-year and 1-5-year U.S. Treasury and Government/Credit benchmarks.

The benchmark selection process should include an evaluation of risk tolerance and the portfolio strategy with regard to maturity structure, minimum ratings and permitted security types.



Source: Public Trust. For illustration only.



Source: Public Trust. For illustration only.

Portfolio Benchmark Recommendation For the City of Beaumont

After reviewing the City’s CAFR and investment policy we noticed that the City of Beaumont does not permit corporate or asset backed notes despite being permitted by California Code. Therefore Public Trust would recommend that the City consider the ICE BofAML 1-3-year or 1-5-year Government indices after a thorough review of the City’s risk tolerance and cash flow positioning. If the City were to update their policy to include permitted allocations to the credit sectors Public Trust would recommend the ICE BofAML 1-3-year or 1-5-year Government/Credit indices after a determination of the City’s tolerance for interest rate and credit risk in the portfolio.

Questions/Response to Scope of Services

4. Describe the methods by which your firm will fulfill the services requested in the Scope of Services and subsequent sections.

1. Manage the City and Agency portfolios with semi-discretionary authority. Discretionary authority shall be granted unless the diversification of the portfolio will materially change the liquidity of the portfolio by 10% or more and/or a material change to the diversification of the portfolio by 15% or more, which would require prior authorization from the City.

Please refer to our response to Question 8 in Section E.

2. Assist the City/Agency with cash flow/maturity analysis.

Please refer to our response to Question 7 in Section E.

3. Provide credit analysis of investment instruments in portfolio.

Public Trust utilizes in-house research and modeling capabilities as well as external sources for credit research. Our systems provide significant information that is used during our credit review process and ultimately for our security selection and maturity decisions.

While much of our credit research is generated internally, Public Trust supplements our internal research with industry-leading external research platforms and sophisticated risk management technology. Our combination of in-house research and external sources, including S&P Global Ratings and Bloomberg, provides additional data and information for our modeling and valuation. Our firm structure provides for ongoing, informal credit research discussions between our credit and portfolio management teams.

We believe our credit research approach is unique due to our singular focus. All our investment programs adhere to the same primary objectives of safety, liquidity, and yield, and all the assets we

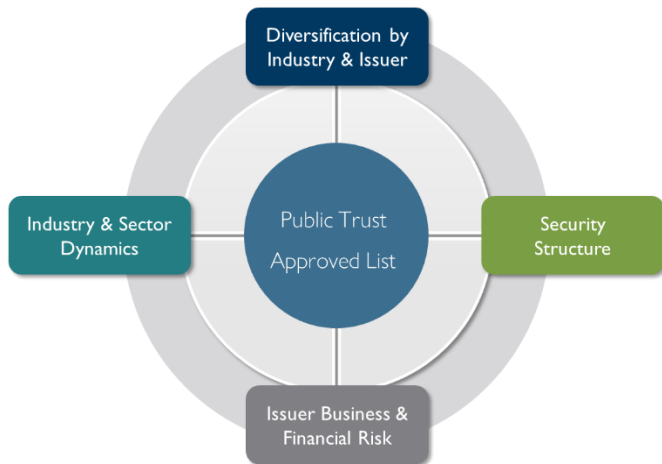


manage and provide administration/advice for are fixed-income portfolios consisting solely of public funds. This allows our team to develop a firm-wide mission and approach while also implementing a client-specific strategy based on each client’s investment policy guidelines and governing regulations. We believe this helps to minimize the risk of recommending a strategy that is not appropriate for public funds clients while providing the opportunity to utilize our credit research, portfolio management, and credit philosophy for all our clients nationwide. Our credit philosophy is described below:

- ▣ **Strategic** – The credit team confers daily with the portfolio management team to formulate ideas; constant, daily dialogue among team members generates risk-managed trade potentials
- ▣ **Analysis** – Unique, proprietary, analytical models built around financial statement analysis combined with industry and rating agency research to inform our in-depth research reports; daily monitoring of company releases, news items, and industry research to update opinions around the credit health of each issuer considered for portfolios
- ▣ **Fundamental** – The credit team performs detailed work on each issuer including gathering information from face-to-face meetings; in-depth, rigorous analysis of company filings and reports; and conversations with customers and suppliers of issuers. Each report contains enhanced due diligence items that the analyst has flagged to monitor over the next year until the next detailed report is produced; these items are updated every quarter, and any changes to the risk management of the issuers are addressed by each analyst at that time
- ▣ **Evaluation** – Every issuer is vetted through the Credit Committee. The Credit Committee meets weekly to vote on the inclusion of issuers as well as changes to any risk management-based hold code or internal code based on the analyst’s work; the Committee consists of the credit team, the portfolio management team, the chief compliance officer, and representatives from the client relations team

Credit Review Process

Our process involves utilizing market and macro condition observations to capture relative value where opportunities may exist to improve yield within the risk parameters. This creates a list of suggested names to research on which our credit analysts perform fundamental analysis. They utilize company financial statements and their experience in analyzing certain metrics around these financials.



▣ **Profitability metrics** - Returns on equity and assets, margins, segment profitability, and the reliability of certain types of revenues are metrics used to gather a sense of the volatility in earnings and margins

▣ **Capital levels** – Tier one capital ratios, debt to assets, debt to equity, and free cash flow debt coverage give the analysts a comprehension of the cushions and levers that are available for the management team within the companies’ balance sheets to weather the inevitable downturn in their operating environment



- Liquidity and Cash Flow Metrics** – EBIT to interest expense; cash flow to interest expense; loans to deposits; liquid assets to total assets; and debt to free cash flow are examples of liquidity metrics. The analysis provides an understanding of the liquidity within the financial statements of the companies. A thoughtful analysis of the liquidity of the securities that Public Trust is contemplating purchasing is also performed including the number of dealers on a program or name, frequency of trades, and bid-ask spread analysis
- Asset quality** – Non-performing loans to gross loans; net charge-offs to total loans; loan loss reserve to non-performing loans; non-performing loans to total assets; and loan loss reserve to net-charge offs are examples. This area is analyzed to assess the ability of management to underwrite their balance sheet and prepare for any problem assets

Our analysts utilize SEC filings, Wall Street research providers, and Bloomberg to gather financial information as well as monitor ratings and news alerts on the specific credits. They also use external credit research platforms, rating agencies releases, company websites for financials and reporting events, and the general media for their analysis.

Additionally, the credit team observes the global and domestic macroeconomic environment as well as the competitive environment for the companies being analyzed to determine suitability for the investments. The analysis focuses on performance given the business cycle as well as the changing legal and regulatory operating environments. There are constant reviews of issuer concentrations and the nationally recognized statistical ratings organizations’ ratings of the companies, as well.

Every credit is vetted before the Credit Committee and consensus must be unanimous to add the name to the appropriate approved list.

4. Provide monthly/quarterly/annual reporting for the City/Agency managed funds.

Please refer to our response to Question 2 in Section F.

5. Attend quarterly meetings (in person or via teleconference) with City staff and Investment Committee.

Please refer to our response to Question 9 in Section E.

6. Evaluate market risk and develop strategies that minimize the impact on the portfolio.

Public Trust considers the various types of risk associated with any fixed income investment portfolio and then actively manages those risks as part of our investment strategy.

Risk Management Strategies		Long-term Portfolio Strategies	
Credit Risk	Seek to minimize credit risk by investing in high quality securities and credit research	High Quality Permitted Investments	Create portfolios with based on state statutes, investment policy requirements, and market conditions.
Market Risk	Use active portfolio management to minimize exposure to market risk	Manage Liquidity	Maturity distribution based on the cash flow analysis. Establish multiple



	based on target duration strategy.		duration approach to seek to enhance the performance.
Reinvestment Risk	Utilize multiple duration strategies based on liquidity needs and market conditions while limiting reinvestment risk as appropriate.	Historical Performance	Manage portfolio in accordance with established strategy and compare to appropriate benchmark.

Managing Interest Rate Risk (Market Risk)

Most public fund investment portfolios’ primary characteristics that impact market risk are sector allocation and duration. We focus on interest rates, not only from a shape of the yield curve perspective, but also from a relative value standpoint. We assess current vs. historical sector spreads (narrow, wide) and the value along the curve which leads to discussion and final decisions based on current allocation to a particular security and the duration or weighted average maturity. Our portfolio managers consider the current portfolio structure with our view of future interest rates, risk perception within each sector and establish a longer-term view/strategy which we apply to our clients’ investment portfolios. This is a dynamic process that is ongoing which we believe is a key element in minimizing the impact of market (and other risks) associated with a fixed income portfolio.

Managing Credit Risk

Public Trust utilizes in house research and modeling capabilities in addition to external sources for credit research. Our systems provide significant information that is used during our credit review process and for our ultimate security selection and maturity decision.

Our in-house research combined with our external sources, including Moody’s, Standard and Poor’s and Bloomberg provide additional data and information for our modeling and valuation. Our firm structure provides for on-going informal credit research discussions between our credit team and our portfolio management team. While approximately 85% of our credit research is generated internally, Public Trust supplements our internal research with well-known industry external research platforms and sophisticated risk management technology.

7. Provide assurance of portfolio compliance with applicable policies and laws.

Public Trust leverages a framework of manual and automated processes and responsibilities to help ensure compliance with each of our client’s investment guidelines. Public Trust utilizes Bloomberg Asset and Investment Manager (AIM) to help deliver multi-asset solutions for front-end portfolio management and trading. Information from the client’s investment guidelines is loaded into AIM to allow for consistent and efficient trading strategies, order management, electronic trading, best execution, and pre-, post- and end-of-day compliance. Bloomberg AIM is fully integrated with the Bloomberg Trading professional service.

8. Establish an appropriate benchmark in addition to the LAIF rate as a benchmark. All earnings should be comparable at a net of fees.

Please refer to our response to Question 3 in Section F.

9. Ensure that the portfolio structure matches the City/Agency objectives.



This is done as part of our program implementation process described in our response to Question I of Section E.

10. Review the City’s Investment Policy and make recommendations for changes, as appropriate.

Public Trust professionals have significant experience in the review, development and implementation of investment policy statements for public entities nationwide including municipalities, county governments, school districts and higher education institutions, special districts, hospital districts, toll authorities, state agencies, and other entities responsible for the safety of public funds. Public Trust is intimately familiar with California Code governing the investment of public funds in California and has recently updated and rewritten investment policies for entities in California to reflect legislative changes to California code. In addition to reviewing our client’s investment policy during the on-boarding process, we frequently provide training opportunities on the topic of investment policy development for state and local chapters of the Government Finance Officers Association.

As part of our initial steps, we will review the City’s current investment policy statement and investment strategy, provide a full analysis, and suggest policy recommendations. Our team of experienced investment advisory professionals is dedicated to providing comprehensive treasury management services that complement the services provided by Public Trust’s portfolio management team.

Tom Tight, Managing Director and John Grady, Managing Director have worked closely with a significant number of public entities to create, review update and implement investment policy statements based on the investment objectives and risk tolerances of each client.

11. Assist the City in establishing and maintaining an authorized broker/dealer list pursuant to the Investment Policy.

Public Trust Advisors maintains an approved broker-dealer list that is monitored and updated on a quarterly basis. Each broker-dealer’s professional background and standing with the Financial Industry Regulatory Authority is reviewed and the strength of each counterparty is assessed. As part of Public Trust’s best execution process, we evaluate broker-dealers on a variety of criteria, including, but not limited to, execution capabilities, trading expertise, inventory, transaction costs, communication and settlement capabilities. All brokerage firms must be Primary Dealers (trading counterparties of the New York Fed) or dealers registered with the Securities and Exchange Commission complying with Rule 15c3-1, also known as the Uniform Net Capital Rule. Rule 15c3-1 requires companies operating as brokerage firms to maintain a minimum of net capital to meet their financial obligations to customers and other creditors. In connection with the selection of such brokers, dealers and counterparties, and the placing of such orders, Public Trust Advisors seeks the most favorable execution and price “best execution,” as described more fully in Form ADV Part 2A. Public Trust provides all clients, no less than annually, with an updated listing of its approved broker-dealers.

5. Provide a statement of the service(s) that differentiate your firm from other respondents.

Leveraging Technology for Efficiency

Public Trust was founded on the idea of structuring an investment management firm with appropriate human and capital resources while leveraging technology to provide an efficient and effective method for providing investment management services to our clients. We utilize technology in every aspect of our business including cloud computing, advanced online reporting capabilities, trading platform, web-based training and communication. Our system provides this information daily. Once engaged,



we would continually look for areas where we believe there may be new technology or processes that may improve efficiencies within the investment program.

Training Opportunities

Public Trust will provide City staff with considerable resources for training and education. We believe that a knowledgeable staff is essential to a successful investment program. Several of our professionals have extensive experience in fixed income asset management and regularly provide training and presentations for several governmental professional organizations related to the investment and treasury management of public funds. For our formal training sessions, we also include external professionals that cover several treasury management related topics including Certified Public Accounting firms to cover recent Government Accounting Standards Board (GASB) pronouncements, ratings agencies, arbitrage rebate consultants, and government professionals to provide a peer to peer discussion on industry accepted best practices.

Public Trust is committed to the training and education of our clients and the Public Sector in general. We believe that this is a key component of the success of any investment program. We develop training programs based on current events, recent and upcoming GASB statements, and a variety of important topics related to the treasury management function including the development and implementation of an investment policy, implementing investment strategies, cash flow analysis, the roles within treasury management, banking services, auditing, arbitrage, bond proceeds investment strategies and economic updates. Our approach to our training programs is to utilize professionals within each topic of the agenda which will include Public Trust professionals as well as other professionals within other areas of public finance including government bankers, auditors and actuaries for pension related topics. We will design a tailored program for the City based on the specific areas of focus. Public Trust will commit to provide CPE training to the City staff on site if needed.

Distance Learning

In addition to our onsite training, formal investment seminars, and training through various Government Finance Officers Association (GFOA) sponsored conferences we also hold several webinars during the year on various topics. As with our in-person training sessions, we often include professionals from various industries to discuss relevant events that may impact not just the investment program, but also other functions as well, including accounting, banking and other topics. As we become aware, we will also notify the City staff of upcoming GFOA webinars in the areas where we serve, when available.

Banking and Custody Services RFP Consulting

The Public Trust team has extensive experience in working closely with clients to develop and assist in the review of a banking services and custody services request for proposals. Given the changes in the banking industry in recent years, new regulations, and continued advances in technology, many public entities are evaluating current banking and custody relationships and the levels of service provided.

Our team of professionals can assist with a review of the current engagement and identify areas that may benefit from new technologies, provide more advantageous deposit agreements and possible price advantages resulting from re-negotiating banking service agreements or as the result of a formal RFP process. This service would be included as part of our overall investment advisory services.

In either scenario, our goal is to support our clients by developing an RFP that is specific to the client (i.e. branch locations, disaster recovery plans, interest earnings, local relationship manager), that results in maximized service, competitive pricing and safety of assets.



Fees

1. Provide your fees for the proposed services. Fee quotes should be detailed by service.

Single Revenue Source

Public Trust proposes the following fee structure for our engagement with the City of Beaumont. Public Trust is an independent investment advisor and the only compensation we receive is based on assets under management and advisement. Public Trust will not apply its fee structure to externally managed assets (LAIF, CAMP, Money Market Funds, etc.). There are no one-time, up-front fees. The monthly fee would be calculated in arrears based on average daily market value plus accrued interest of the assets under management in the account (including cash and cash equivalents) and based on the number of days in the preceding month and year for the specified billing cycle.

Fee Schedule

Assets Under Management	Fees in Basis Points (bps)
Fee for the first \$50 million in assets	6bps (0.06%)
Fee for assets above \$50 million	5bps (0.05%)

Assets Under Management	Fees in Basis Points (bps)	Fee
Fee for the first \$50 million in assets	5bps (0.06%)	\$25,000
Fee for assets above \$50 million	4.5bps (0.045%)	\$17,550
Total Annual Fee for \$89 million portfolio		\$42,550**

****In an effort to provide the most cost-effective proposal to the City due to decreased revenue sources from the COVID-19 pandemic, Public Trust would be willing to cap our fee at \$35,000 in the first year of any agreement. The basis point fee schedule quoted above would be in place for the remainder of the agreement after Year 1.**

Public Trust Pricing Approach

- ▣ No minimum account size/minimum fee
- ▣ Single fee based on assets under management
- ▣ Full treasury management service approach
- ▣ **Independent investment manager - no conflicts of interest**
- ▣ Experienced investment advisor relationship professionals
- ▣ Dedicated portfolio managers with significant experience managing investment portfolio in accordance with local, state, and Federal regulations

2. Outline billing and payment expectations, including timing and method of payment.

Fees are billed monthly in arrears.



3. Describe any remaining fees not previously detailed in the above.

There are no remaining fees not previously described.

4. Describe any renumeration that your agency would receive on any specific investment transactions completed on behalf of the City.

None.

References

1. List the name, address and telephone number of references from at least three (3) recent similar projects. Include a brief description of the work provided for each reference.

Client Name/ Contact information	Nature of the Funds	Length of Engagement	Services Provided
Bay Area Water Supply and Water Management District Nicole Sandkulla, CEO/General Manager 155 Bovet Road, Suite 650 San Mateo, CA 94402 (650) 349-3000 nsandkulla@BAWSCA.org	Combination of Operating Funds and Bond Proceeds Reserve Funds	4 Years	Core, short-term assets and bond proceeds investment management, investment policy review and consultation, cash flow analysis, reporting and accounting services, GASB 40 note development
City of Fullerton, CA Ramona Castaneda Revenue Manager 303 W. Commonwealth Fullerton, CA 92832 (714) 738-6573 ramonac@ci.fullerton.ca.us	Operating Funds and Reserve dollars	4 Years	Core, short-term assets and bond proceeds investment management, investment policy review and consultation, cash flow analysis, reporting and accounting services, GASB 40 note development
Alameda County Transportation Commission Patrice Reavey, Deputy Active Director of Finance & Admin. 1111 Broadway, Suite 800 Oakland, CA 94607 (510) 208-7422 preavey@alamedactc.org	Bond Proceed Reserve Funds	1 Year	Bond proceeds investment management and reporting and accounting services
Contra Costa Transportation Authority, CA Brian Kelleher, Acting CFO 2999 Oak Rd., Suite 100 Walnut Creek, CA 94597 (925) 256-4733 bkelleher@ccta.net	Combination of Operating Funds and Bond Proceeds Reserve Funds	3 Years	Core, short-term assets and bond proceeds investment management, investment policy review and consultation, cash flow analysis, reporting and accounting services, GASB 40 note development



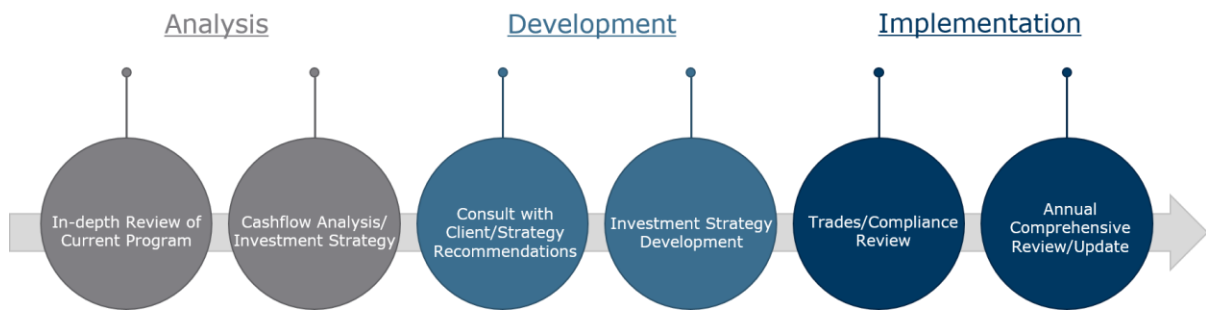
Implementation Schedule

1. Include a detailed implementation schedule with an estimated project start date of February 17, 2021 and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.

Approach to Project with Schedule - Complete Initial and Ongoing Review of Current Investment Program

As an initial step in our relationship with the client, we seek to understand the particular goals of the client’s treasury management program. From there, we construct a policy that is compliant with state and local laws, is in line with the risk tolerances of the client and meets the minimum requirements in the areas of asset allocation and maturity requirements, reporting, benchmarking, establishing roles and responsibilities, internal controls and investment procedures, and competitive selection of investments.

For the duration of the relationship between the City and Public Trust, the below cycle is repeated annually to ensure that their portfolio’s strategy continually minimizes market value volatility, maximizes investment return, prevents exposure to noncompliant securities, and provides complete transparency.





Analysis - Timeframe for Completion: 2 weeks



- ❏ Conduct review of governing documents including the existing investment policy statement for compliance with state and local regulations
- ❏ Perform analysis of existing portfolio risk characteristics
- ❏ Review current custody relationship
- ❏ Review internal controls and delegation of the City



- ❏ Obtain historical cash flow data
- ❏ Construct analysis to estimate short-term needs versus core assets and compare to previous results
- ❏ Review current investment holdings and duration strategy
- ❏ Discuss efficiency of current program regarding liquidity, asset allocation, and cash flow results

Development - Timeframe from beginning of engagement to completion: 1 month



- ❏ Discuss results of initial review and cash flow analysis
- ❏ Review procedures for investment transactions and approach to portfolio management
- ❏ Provide recommended adjustments/changes to current investment policy statement when appropriate
- ❏ Suggest changes to investment holdings if needed based on results of risk tolerance discussion



- ❏ Propose strategy based on internal and external factors
- ❏ Implement investment strategy based on the results of the previous steps
- ❏ Provide ongoing investment strategy updates regarding allocation and portfolio structure
- ❏ Client communication to help ensure strategy meets the stated investment objectives

Implementation - Ongoing



- ❏ Enter Investment Policy Statement information into trade order systems for pre- and post-trade compliance
- ❏ Establish investment strategies based on all discussions and market conditions
- ❏ Provide detailed GASB compliant monthly and quarterly reports with market commentary



- ❏ Provide ongoing management based on established guidelines and dynamic market conditions
- ❏ Provide daily access to portfolio holdings information via secure online website
- ❏ Meet with clients and official committees as recommended by the City



Certificate(s) of Insurance

-
- I. The City will require the successful Respondent (or Proposer) to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See the attached City Draft Standard Agreement for more information on the City’s insurance requirements.
-

Public Trust maintains \$20 million in insurance for errors and omissions, employee dishonesty, fiduciary liability insurance, or other fiduciary coverage. This coverage is shown on our Certificate in the Appendix. **Please refer to Appendix B for a copy of our Certificate of Insurance.**

Business License

-
- I. The proposing organization does not require a Beaumont City business license to respond to this RFP. However, the successful proposer will be required to acquire a Beaumont Business License during the contracting process and maintain an active license throughout the contracted period.
-

Public Trust understands and agrees.

Standard City Professional Services Agreement

-
- I. The City will require the successful Proposer to execute a professional services agreement with the City. Please review the attached draft agreement and identify any questions of concern in your response to the City.
-

We have no questions or concerns with the City’s agreement.



Appendix



Appendix A

Public Trust Advisors, LLC

Firm Brochure

Form ADV Part 2A

This brochure provides information about the qualifications and business practices of Public Trust Advisors, LLC (Public Trust). If you have any questions about the contents of this brochure, please contact us at (855) 395-3954 or by email at barry.howsden@publictrustadvisors.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority.

Additional information about Public Trust is also available on the
Investment Adviser Public Disclosure website

at

www.adviserinfo.sec.gov. The CRD number for Public Trust Advisors is 159189.

717 17th St. Suite 1850
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www.publictrustadvisors.com

Registration with the SEC does not imply a certain level of skill or training.

Version Date:

May 15, 2020

Item 2: Material Changes

This section describes the material changes to the Public Trust brochure since its annual updating amendment on March 26, 2020. This brochure contains the following updates:

- Description of Advisory Firm (Item 4, Part A) has been updated to reflect an update to the Firm's ownership structure.
- Financial Information (Item 18, Part B) has been updated to reflect the Firm's participation in the Payment Protection program through the Coronavirus Aid, Relief and Economic Security Act.

Item 3: Table of Contents

Table of Contents

Public Trust Advisors, LLC 1

Item 2: Material Changes..... 2

Item 3: Table of Contents 3

Item 4: Advisory Business..... 4

Item 5: Fees and Compensation 8

Item 6: Performance-Based Fees and Side-by-Side Management12

Item 7: Types of Clients12

Item 8: Methods of Analysis, Investment Strategies, and Risk of Investment Loss12

Item 9: Disciplinary Information15

Item 10: Other Financial Industry Activities and Affiliations16

Item 11: Code of Ethics, Participation or Interest in Client Transactions, and Personal Trading17

Item 12: Brokerage Practices18

Item 13: Reviews of Accounts20

Item 14: Client Referrals and Other Compensation.....21

Item 15: Custody.....22

Item 16: Investment Discretion22

Item 17: Voting Client Securities (Proxy Voting)23

Item 18: Financial Information23

Item 4: Advisory Business

A. Description of the Advisory Firm

Public Trust Advisors, LLC (Public Trust) is a limited liability company organized in the state of Colorado.

This firm was founded on September 22, 2011 and currently has offices in eight (8) states including Arizona, California, Colorado, Florida, New Mexico, New York, Ohio, and Texas. The principal owners are Thomas D. Jordan, Randy S. Palomba, Thomas N. Tight II, John F. Grady III, Christopher M. DeBow and Bear Creek Products 2019-2 (PTA-E), LLLP.

In September of 2019, Public Trust announced its partnership with Bear Creek Products 2019-2 (PTA-E), LLLP (Bear Creek). Public Trust partnered with Bear Creek to provide minority capital investments for succession planning, future potential acquisitions, and for other capital-intensive strategic initiatives. As of April 28, 2020, Bear Creek maintains a 42% ownership interest in the firm while the five (5) Public Trust legacy owners each possess an ownership interest of approximately 12%. The firm's operating agreement contains succession planning provisions designed to ensure that legacy owners maintain a controlling interest in the firm. However, if through the permanent disability or death of any legacy owner, Bear Creek's interest were to potentially exceed 49.99%, the remaining legacy owners would have the right of first refusal for share repurchase. In the future, should any remaining legacy partner be unable or unwilling to purchase the departing legacy owner's interests, then any additional shares acquired by Bear Creek from 49.99% to 59.99% would carry no additional voting rights.

Public Trust will, from time-to-time, utilize the services of a third party in a sub-advisory capacity to provide certain services to its clients including but not limited to arbitrage rebate compliance services. In these cases, Public Trust obtains written permission from the client and ensures the client receives all required disclosure information regarding the sub-advisor. Public Trust continually monitors the services provided by the sub-advisor.

B. Types of Advisory Services

Public Trust offers the following services to its clients:

Investment Advisory Services

Public Trust offers investment advisory services to state and local U.S. government entities, non-profit corporations, charitable organizations, and other institutional clients. Clients are obtained by direct marketing or referred by unaffiliated, third-party solicitors. Service product offerings include:

- ▣ Separately Managed Accounts (SMA) - Separate account portfolio management services are provided on either a discretionary or non-discretionary basis depending upon each client's needs and requirements and are subject to the written investment guidelines provided by each client. The investment guideline information provided by each client, together with any other information relating to the client's overall investment requirements (investment policy statement), will be used by Public Trust to determine the appropriate investment strategy for each client portfolio. Portfolio managers typically manage multiple accounts consisting of the same or similar investment strategies.
- ▣ Local Government Investment Pools (LGIP) - Local government investment pools are offered to state and local municipalities, counties, school districts, utility districts, and other local government units (Participants). LGIPs combine the cash of participating jurisdictions and invest in securities allowed under state law, subject to each LGIP's written investment guidelines on a discretionary basis. These guidelines, together with any other information relating to the LGIPs overall investment requirements (investment policy statement), are used by Public Trust to determine the appropriate investment strategy. Public Trust serves as either the marketer, investment advisor, administrator, or a combination thereof, for the following LGIPs: Colorado Local Government Liquid Asset Trust (COLOTRUST), Michigan Cooperative Liquid Assets Securities System (Michigan CLASS), New York Cooperative Liquid Assets Securities System (NYCLASS), Texas Cooperative Liquid Assets Securities System Trust (Texas CLASS), Florida Cooperative Liquid Assets Securities System (FLCLASS), Virginia Investment Pool (VIP), and TrustINDiana. Each LGIP is overseen by an authorized Governing Board or a State Treasurer. The Governing Board is typically comprised of public officials from Participants within each LGIP.
- ▣ LGIP TERM Series Fund (Term Series) - A specially designed feature allowable by certain LGIPs that complements the daily liquidity of the LGIP by offering longer dated, fixed-income investments with maturities between 90 and 365 days, as permitted under state statute and the LGIP's governing documents. Each Term Series consists of deposits in financial institutions and/or other allowable investments as defined within the investment policies governing the respective LGIP. Each Term Series is a separate and distinct investment option within the respective LGIP that Participants may choose to establish. Term Series are intended to be held until maturity. A withdrawal prior to maturity may result in penalties including but not limited to loss of all interest and other fees caused by early redemption. Currently this product is only being offered for the TrustINDiana LGIP.

Public Trust does not assume any responsibility for the accuracy of the information provided by a client and is not obligated to verify any information received from a client. Under all circumstances, clients should promptly notify Public Trust in writing of any changes to their Investment Policy Statement. In the event a client notifies Public Trust of changes to its Investment Policy Statement, Public Trust reviews the changes, performs a compliance verification to identify any non-compliant securities, and implements any necessary revisions or remedial actions to the client's portfolio.

Public Trust invests client assets in fixed income securities. Please refer to Item 8 for additional information about methods of analysis and investment strategies used by Public Trust and their associated risks.

Administrative and Transfer Agency Services

Public Trust provides administrative and transfer agency services to the LGIPs of COLOTRUST, Michigan CLASS, NYCLASS, Texas CLASS, TrustINdiana, Louisiana Asset Management Pool (LAMP), FLCLASS, and VIP. Services provided include but are not limited to the maintenance of Participant records, transactions and account balances, and money movements based on client requests.

Fund Accounting Services

Public Trust provides fund accounting services for COLOTRUST, Michigan CLASS, NYCLASS, Texas CLASS, TrustINdiana, LAMP, FLCLASS, and VIP. Services provided include the daily accounting of assets, income earned, and expenses incurred to derive a daily net asset value (NAV) and a daily or periodic dividend rate to be paid to Participants. Additional services provided are annual financials and Board reports.

Consulting Services

Public Trust provides certain investment-related consulting services to clients. Consulting services include but are not limited to the following:

- Request for proposals (RFP) creation and implementation;
- Review of investment portfolio(s) and investment policies;
- Review of organization structure and functions regarding the investment activities;
- Review of investment compliance with applicable state and internally imposed requirements.;
- Future investment planning strategies, implementation analysis, and recommendations;

- Broker-dealer selection assistance;
- Banking institution selection assistance;
- Investment risk analysis.

Non-Managed Account Services

Some Public Trust clients request that we establish one or more non-managed account(s) for the purposes of client reporting. These accounts do not receive ongoing supervision and monitoring services like those provided to accounts through our investment advisory services described above. Public Trust does not make any investment recommendations and will not monitor specific securities or general portfolios for these accounts. The primary purpose for this service is to include non-managed accounts owned by the client in the performance reports provided by Public Trust. Public Trust does not currently charge a fee for this service. However, clients are typically required to enter into a written agreement with Public Trust, and they are provided a copy of this disclosure brochure prior to establishing a non-managed account.

C. Client Tailored Services and Client Imposed Restrictions

Public Trust offers the same suite of services to all its SMA clients. However, specific client financial plans and their implementation are dependent upon the client Investment Policy Statement that outlines each client's current investment objectives (income, cash flow considerations, tax levels, and risk tolerance levels) and is used to construct a client-specific plan to aid in the advice or selection of a portfolio that matches restrictions, needs, and targets.

At the beginning of the client relationship, Public Trust contacts the client to gather and discuss information regarding their overall investment objectives, risk tolerances, and guidelines. Where applicable, an Investment Policy Statement is requested from the client and utilized to tailor the investments and objectives of the portfolio. From there, Public Trust assists the client in determining the investment strategy or strategies that are best suited to meet the client's needs and objectives. Once a client has selected an investment strategy or strategies, Public Trust provides continuous supervision and management of the assets. Clients are responsible for informing Public Trust of any changes to their investment objectives and /or restrictions.

D. Wrap Fee Programs

A wrap fee program is an investment program where the investor pays one stated fee that includes management fees, transaction costs, fund expenses, and any other administrative fees. Public Trust does not participate in any wrap fee programs.

E. Amounts Under Management

As of December 31, 2019, Public Trust had discretionary assets under management in the amount of \$36,074,194,802 and non-discretionary assets under management in the amount of \$6,214,213,293. In addition, Public Trust offers fund accounting, administrative, and transfer agency services to one LGIP with respect to assets in the amount of \$2,257,486,377.

Separately Managed Accounts	\$9,995,231,670
Local Government Investment Pools	\$32,293,176,425

Item 5: Fees and Compensation

A. Fee Schedule

Local government investment pool (LGIP) fees

LGIP account fees are calculated using one of the following methods:

- ☐ Current day’s shares outstanding: The current day’s shares outstanding will be multiplied by the applicable fee rate(s) and divided by 365 days (366 days in the event of a leap year) to equal the daily fee accrual. For weekend days and holidays, the shares outstanding for the previous business day will be utilized for the calculation of the fees. Monthly invoice calculations will include holidays and weekends that fall within the month.
- ☐ Ending market value: The ending market value of the daily holdings of the current business day will be multiplied by the applicable fee rate(s) and divided by 365 days (366 days in the event of a leap year) to equal the daily fee accrual. For weekend days and holidays, the market value for the previous business day will be utilized for the calculation of the fees. Monthly invoice calculations will include holidays and weekends that fall within the month.
- ☐ Ending market value: The ending market value of the daily holdings on the fifteenth and last calendar days will be multiplied by the applicable fee rate(s) and divided by 365 days (366 days in the event of a leap year) and multiplied by the number of days in the semi-monthly period to equal the monthly accrual. If the fifteenth or the last calendar day fall on a holiday or weekend, then the prior business day will be utilized as the basis for the fee calculation. If the first day of the month is a holiday or weekend day, the ending market value from the preceding business day will be utilized to calculate the daily accrual amount(s). Monthly invoice calculations will include holidays and weekends that fall within the month.

Fees will be tiered or at a fixed rate depending on the agreement for the specific LGIP. Fees can be charged up to an annual rate of 15 basis points (0.15%).

Fees paid to Public Trust for the LGIPs cover portfolio management, fund accounting, administrative and transfer agency services as well as certain auxiliary expenses including but not limited to legal, audit, and board expenditures (where applicable). All fees are payable monthly in arrears by the client to Public Trust, the administrator, or the lead participant. All invoices are approved by at least one Board Member or the administrator prior to payment being rendered. Certain agreements between Public Trust and an LGIP's Boards of Trustees can allow for fees to be waived. Fees can be waived or abated at any time, or from time-to-time, at the sole discretion of Public Trust. Any such waived fees can be restored by written agreement between Public Trust and the Board of Trustees. Fees will be paid and initiated by Public Trust via Automated Clearing House (ACH), wire, or paid directly by the Board via check or wire.

Term Series fees

Term Series fees are calculated as follows:

- Annual fees can be up to a 15 basis points fee (0.15%) from the Investment Property Value (the Daily Fee). The daily fee will accrue on a daily basis for the duration of the investment in the Term Series and be paid at maturity. The daily fee shall be calculated as follows: the Investment Property Value is multiplied by a percentage up to 15 basis points (0.15%) and is divided by 365, or 366 days in the event of a leap year, to equal the daily fee accrual. The Investment Property is the underlying amount invested in the Term Series. The fee will be deducted from the proceeds at the maturity or termination of the investment.

Separately Managed Account (SMA) fees

SMA account fees are calculated using one of the following methods:

- Average daily market value of the underlying assets under management (including or excluding certain cash and cash equivalents) and based on the number of days in the month and year for the specified billing cycle of monthly or quarterly;
- Average daily market value plus accrued interest of the assets under management in the account (including or excluding certain cash and cash equivalents) and based on the number of days in the month and year for the specified billing cycle of monthly or quarterly;
- Weighted average of the average monthly daily book values of the underlying net assets under management in the account (including certain cash and cash equivalents) and based on the number of days in the month, quarter, and year for the specified billing cycle of quarterly;

- Weighted average of the average monthly market values (including or excluding certain cash and cash equivalents) based on the number of days in the month, quarter, and year;
- Ending market value for the month or quarter;
- Ending market value plus accrued interest (including or excluding certain cash equivalents) for the month;
- Fixed monthly installments based on an annual fee.

Fees will be calculated based on the number of days in the preceding month or quarter of the billing period. Fees will be based on the number of the days in the year (leap year, 366 days) or at a fixed basis of 365 days. Fees can be prorated if the billing period is not a full monthly or quarterly period.

Fees will be charged at a fixed-rate, tiered rate structure or a fixed dollar amount per billing period based on the terms of the Investment Advisory Agreement or other written communication by or with the client. Certain agreements cap fees at a maximum amount per quarter or year. Public Trust can also impose a minimum fee of up to \$1,000 per month in accordance with the Agreement or other written communication by or with the client. Certain related client accounts can be grouped together for the purposes of determining the annual fee. Certain agreements or written communication by or with the client allow for management fees to be waived if the average balance(s) in a LGIP managed by Public Trust is maintained for the specified billing period. Certain agreements stipulate that Public Trust pay auxiliary fees such as custody fees and arbitrage fees.

Certain states impose taxes for doing business in that state. These taxes, where agreed upon by the client, will be collected in addition to the fees associated with services provided by Public Trust.

Overall, fees are based upon the needs of the client and complexity of the situation, agreed to in writing with the client, and evidenced in the final fee schedule of the executed Agreement or other written communication by or with the client. Fees are invoiced to the client and are paid either monthly or quarterly in arrears. Clients have the option to terminate their Agreement per the terms of their Agreement with Public Trust. Since fees are charged in arrears, no refund policy is necessary. If the Agreement is terminated by either the client or Public Trust prior to the end of a billing period, fees shall be prorated to the effective date of termination.

Annual fees can be up to 30 basis points (0.30%) although Public Trust retains the discretion to negotiate alternative fee arrangements on a case-by-case basis depending on the nature of services to be provided, the type of client, the complexity of the client's needs, the amount of assets to be managed, other assets the client may have invested with us, the anticipated

future invested assets, and other relevant factors. Fees will be collected via check, ACH, bank wire, or directly from the client's custodian account(s).

All fees charged to clients are fully described in the Investment Advisory Agreement between the client and Public Trust or other written communication by or with the client. Public Trust directly invoices clients for investment advisory services. To the extent the designated custodian consents, some clients provide written authorization for Public Trust to submit their fee invoice to the designated custodian for payment of fees directly from client's account (monthly in arrears). In such instances, Public Trust provides the client with a copy of the fee invoice for the specified billing period. In the event the designated custodian does not consent, Public Trust shall submit monthly invoices to the client who shall remit payment within 30 days. Public Trust recommends these clients carefully review their custodian statement on at least a quarterly basis and alert us of any discrepancy.

Consulting Services Fees

Payment received by Public Trust for providing consulting services to clients is based on the scope of services to be performed, the time frame, and the complexity of the work to be completed. Clients are charged based on fixed monthly installments based on an annual fee. The fee is negotiable and depends on the extent of services required and is mutually agreed to in writing by the client and Public Trust.

B. Other Fees and Expenses

Clients should understand that the advisory fees described herein may not include certain charges imposed by third parties such as custodial fees and expenses. Client assets can also be subject to (as applicable) transaction costs, retirement plan administration fees, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Brokerage and other transaction costs are generally embedded in the offering price of the underlying security at trade execution. Please see Item 12 for further information on the brokerage practices of Public Trust.

These fees and expenses can be separate from and in addition to the fees charged by Public Trust. Accordingly, each client should review all applicable fees to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

C. Prepayment of Fees

Not applicable.

D. Outside Compensation for the Sale of Securities to Clients

Neither Public Trust nor its supervised persons accept any compensation for the sale of securities or other investment products including asset-based sales charges or services fees from the sale of mutual funds.

Item 6: Performance-Based Fees and Side-by-Side Management

Public Trust does not charge or accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7: Types of Clients

Public Trust offers investment advisory services to state and local U.S. government entities, non-profit corporations, and charitable organizations. Public Trust investment advisory clients include state and municipal governmental entities and non-profit corporations including hospitals, schools, colleges, and cultural institutions that have raised funds through the issuance of tax-exempt debt obligations.

Minimum Account Size

Currently, there is no minimum account requirement for SMA clients and LGIP Participants. For the Term Series, the minimum investment amount is \$500,000.00. There is no minimum investment per Participant as long as the aggregate amount pledged for each Term Series totals a minimum of \$500,000.00. The firm may, at its sole discretion, waive this minimum investment amount. Public Trust evaluates accounts on a case-by-case basis.

Item 8: Methods of Analysis, Investment Strategies, and Risk of Investment Loss

A. Methods of Analysis and Investment Strategies

Methods of Analysis

The Public Trust methods of analysis include fundamental and technical analysis.

- ▮ Fundamental analysis - Involves the evaluation of a security by attempting to measure its intrinsic value by studying related economic, financial, and other qualitative and quantitative factors.

- Technical analysis - Involves the examination of past market data such as prices and the volume of trading that may provide an estimate of the future value of a security.

Investment Strategies

Public Trust has four (4) investment strategies, each with different investment objectives as outlined below.

- Money Market**: This strategy is offered only to LGIPs emphasizing convenient, short-term investment opportunities carefully chosen to optimize interest earnings while at the same time maximizing safety and liquidity. Short-term, high-quality fixed-income securities are utilized due to their minimal credit and volatility risk with the objective of maintaining a constant \$1.00 net asset value. Typically, this strategy can invest in U.S. Treasury and agency securities, commercial paper, repurchase agreements, bank deposits, certificates of deposit, and corporate notes with a weighted average maturity (WAM) to reset of 60 days and WAM to final of 90-120 days.
- Enhanced Cash**: The overall objective is to preserve capital while providing high current income with a high degree of liquidity and lower excess risk than short-term benchmarks. Short-term, high-quality fixed-income securities are utilized due to their minimal credit and volatility risk. Generally, the WAM of the investments in this strategy can range from six to eighteen months. Typically, this strategy invests in U.S. Treasury and agency securities, commercial paper, short-term corporate notes and bonds, and municipal bonds.
- Core Assets**: The overall objective is to provide a steady stream of income with longer-term capital appreciation. High-quality, fixed-income investments are utilized to ensure minimal credit and volatility risk. This strategy involves active management of duration, sector, and security selection. Common benchmarks for this strategy are often the ICE BofAML 1-3 Year U.S. Treasury, the ICE BofAML 1-5 Year U.S. Treasury, the ICE BofAML 1-3 Year U.S. Treasury & Agency, and the ICE BofAML 1-5 Year U.S. Treasury & Agency indexes (or other benchmarks as specified in the client's investment policy). Typically, this strategy invests in U.S. Treasury and agency securities as well as medium-term corporate and municipal bonds.
- Bond Proceeds**: For portfolios where there are liability-driven investment considerations such as clients whose portfolios are funded with bond proceeds that are utilized to make payments associated with certain projects, we recommend securities specifically matched to meet appropriate draw schedules. We modify the portfolio as the schedule changes or as investment opportunities present themselves.

B. Material Risks Involved

Investing involves risks including the possible loss of principal that clients would have to bear. The investment decisions made by Public Trust for clients are subject to certain risks and such decisions may not always be profitable. Public Trust does not guarantee returns or performance against stated benchmarks. Past performance is not a guarantee of future results. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. The following is a summary of common risks associated with investing in fixed-income securities.

- ☞ **Interest Rate Risk**: A bond's price and yield share an inverse relationship. Interest rate risk involves a change in a bond's value due to a change in the absolute level in interest rates, the spread between two rates, or a shift in the yield curve. The actual degree of a bond's sensitivity to changes in interest rates depends on various characteristics of the investment such as coupon and maturity.
- ☞ **Credit Risk**: The risk that a bond issuer fails to make payments for which it is obligated. Public Trust focuses on an issuer's financial condition to gauge its ability to make payments of interest and principal in a timely manner. Credit risk is also gauged by quality ratings organizations such as Moody's and S&P Global Ratings.
- ☞ **Liquidity Risk**: The degree to which an investment can be sold at or near its fair value. The size of a bond's market, the frequency of trades, the ease of valuation, and/or issue size can possibly impact liquidity risk.
- ☞ **Market Risk**: The risk that the value of securities owned goes up or down, sometimes rapidly and/or unpredictably, due to factors affecting securities markets generally or within particular industries.
- ☞ **Migration Risk**: The risk that an underlying issuer's credit rating can change over time due to fundamental or idiosyncratic factors that impact the value of an investment.
- ☞ **Issuer Risk**: The risk that the value of a security declines for a reason directly related to the issuer such as management performance, financial leverage, and reduced demand for the issuer's goods or services.
- ☞ **Default Risk**: The risk that a bond issuer (or counterparty) will default by failing to repay principal and interest in a timely manner.

- ☐ **Early Withdrawal Risk:** The risk that an investor withdraws their deposit amount from an account before the agreed-upon maturity date. Term Series investments are intended to be held to maturity. A withdrawal prior to maturity will require advanced notice as required.

The market value of bonds will fluctuate with interest rates and other market conditions prior to maturity and will equal par value at maturity. Interest rates for bonds can be fixed at the time of issuance and payment of principal; interest can be guaranteed by the issuer and, in the case of U.S. Treasury obligations, backed by the full faith and credit of the U.S. Treasury. Since U.S. Treasury bonds have longer maturities, the market value of U.S. Treasury bonds will generally fluctuate more than U.S. Treasury bills.

Public Trust generally seeks investments that do not involve significant or unusual risk beyond the scope of the domestic, high-grade fixed-income universe. Public Trust believes that the common risks associated with investing in fixed-income securities as outlined above can be mitigated by prudently diversifying a portfolio's holdings. Public Trust also manages these portfolio holdings in concert with the client's individual investment policy and risk tolerances.

C. Risks of Specific Securities Utilized

Public Trust generally seeks investment strategies that do not involve significant or unusual risk beyond that of the general domestic and/or international bond markets.

- ☐ **Treasury Inflation Protected/Inflation Linked Bonds:** The risk of default on these bonds is dependent upon the U.S. Treasury defaulting (extremely unlikely); however, they carry a potential risk of losing share price value albeit rather minimal.
- ☐ **Fixed income** is an investment that guarantees fixed, periodic payments in the future that involve economic risks such as inflationary risk, interest rate risk, default risk, and repayment of principal risk, etc.
- ☐ **Debt securities** carry risks such as the possibility of default on the principal, fluctuation in interest rates, and counterparties being unable to meet obligations.
- ☐ **Short term trading** risks include liquidity, economic stability, and inflation.

Item 9: Disciplinary Information

A. Criminal or Civil Actions

Neither Public Trust nor any of its employees have been subject to regulatory disciplinary action.

B. Administrative Proceedings

There are no administrative proceedings to report.

C. Self-Regulatory Organization (SRO) Proceedings

There are no self-regulatory organization proceedings to report.

Item 10: Other Financial Industry Activities and Affiliations

A. Registration as a Broker-Dealer or Broker-Dealer Representative

Neither Public Trust nor any of its representatives are registered or have an application pending to register as a broker-dealer or a registered representative of a broker-dealer. Public Trust does not recommend or select other investment advisors for clients in exchange for compensation from those advisors.

Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither Public Trust nor its representatives are registered as or have pending applications to become a futures commission merchant, commodity pool operator, or commodity trading advisor.

B. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

Neither Public Trust nor its representatives have any material relationships to this advisory business that would present a possible conflict of interest.

C. Selection of Other Advisors or Managers and How This Advisor is Compensated for Those Selections

All client assets are managed solely by Public Trust. The firm does not select or utilize third party managers or other advisors.

Item 11: Code of Ethics, Participation or Interest in Client Transactions, and Personal Trading

A. Code of Ethics

Public Trust maintains a policy of strict compliance with the highest standards of ethical business conduct and the provisions of applicable Federal securities laws including rules and regulations promulgated by the U.S. Securities and Exchange Commission. Public Trust has adopted a written Code of Ethics in accordance with Rule 204A-1 of the Advisers Act of 1940 that sets forth specific provisions relating to personal and proprietary securities transactions, outside business activities, and confidentiality. The Code of Ethics covers the following areas: statement of general policy, access persons, chief compliance officer (CCO) designee, standards of business conduct, protecting the confidentiality of client information, social media, prohibition against insider trading, preclearance, personal securities transactions, reporting procedures, participation in affiliated limited offerings, gifts and entertainment, political contributions, rumor mongering, whistleblower policy, reporting of violations and sanctions, records, and acknowledgement. Upon request, our Code of Ethics is available to any current or prospective client.

B. Recommendations Involving Material Financial Interests

Public Trust does not recommend that clients buy or sell any security in which a related person to Public Trust or for which Public Trust has a material financial interest.

C. Investing Personal Money in the Same Securities as Clients

Public Trust does not recommend that clients buy or sell any security in which a related person to Public Trust or for which Public Trust has a material financial interest.

D. Trading Securities At/Around the Same Time as Clients' Securities

Infrequently, Public Trust representatives have the option to buy or sell a security for their own accounts that coincidentally is being purchased or sold for the accounts of its clients. The fixed-income securities that Public Trust recommends for purchase and sale are of the type that the Securities and Exchange Commission has expressly recognized as presenting little opportunity for the type of improper trading that compliance with the Code of Ethics reporting requirements is designed to uncover. Whenever Public Trust representatives act in a fiduciary capacity, they will always put the clients' interests ahead of their own.

Item 12: Brokerage Practices

A. Selection Criteria and Best Execution

As a fiduciary, Public Trust has an obligation to use its best efforts to seek to obtain the best available price and most favorable execution given the circumstances with respect to all portfolio transactions placed by Public Trust on behalf of our clients. This process is commonly referred to as "best execution." As part of our best execution process, Public Trust evaluates broker-dealers on a variety of criteria including but not limited to: (i) capital strength and stability, (ii) execution capabilities, (iii) trading expertise in fixed-income securities, (iv) inventory of fixed-income securities, (v) liquidity, (vi) any transaction costs, and (vii) reliable and accurate communications and settlement capabilities. From the evaluation, Public Trust selects and maintains a list of brokers (approved brokers) through which transactions will be affected for customer accounts. To help ensure the firm is meeting its best execution obligations Public Trust performs a periodic (no less than annually) review of its trading practices and executions.

B. Order Aggregation and Allocation

From time-to-time, Public Trust will determine that the purchase or sale of a security is appropriate for multiple client accounts based on a variety of reasons. When this happens, Public Trust will determine whether it is appropriate, in the interest of efficient and effective execution, to attempt to execute the trade orders as one or more block trades (i.e. aggregate the securities to be traded for each such account into one or more trade orders). These circumstances can in turn give rise to actual or potential conflicts of interest among the accounts for whom the security purchase or sale is appropriate and among the subset of those accounts participating in a block trade, especially if the block trade order results in a partial fill. To address these conflicts, Public Trust has adopted policies and procedures regarding allocating investment opportunities and executing block trades to provide an objective and equitable method of allocation so that all clients are treated fairly. The basic objectives of these policies and procedures are as follows:

- Public Trust always allocates investment opportunities among clients' accounts in a fair and equitable manner based on each client's overall investment objectives and strategy and any restrictions placed on the management of the account;
- Public Trust only aggregates clients' trades when it believes that such aggregations are consistent with its duty to seek best execution for its clients;
- Public Trust strives to ensure that no single client participating in a block trade is favored over any other participating client;

- To avoid odd lots containing small allocations, certain adjustments will be made under certain circumstances;
- Non-discretionary accounts may or may not participate in block trades due to liquidity, availability, and cash flow needs.

C. Soft Dollar Considerations

Public Trust prohibits the use of third-party, soft dollar arrangements and has never entered into a soft dollar arrangement. Therefore, our customers are never charged for any soft dollar research. However, during the course of doing business, we will receive research including unsolicited research from broker-dealers. This information is often the same material that is made available to all their clients and is publicly available through the Internet. This information is further outlined in Section 28(e) of the Securities and Exchange Act of 1934 and, although customary and permitted, could possibly be deemed as an implied economic benefit.

D. Directed Brokerage

In certain circumstances, Public Trust can accept written direction from a client regarding the use of a particular broker-dealer to execute some or all transactions for that client. When this happens, the client has usually negotiated terms and arrangements for the account with the broker-dealer, and Public Trust will not seek better execution services or prices from other broker-dealers. Depending on the arrangement, Public Trust will not be able to aggregate a client's directed brokerage transaction with other Public Trust client transactions. Importantly, Public Trust will have limited ability to ensure any broker-dealer selected by the client will provide the best possible execution. Thus, the client can pay higher commissions, other transaction costs, greater spreads, or receive less favorable net prices on transactions for the account than would otherwise be the case. Subject to its duty of best execution Public Trust can decline a client's request to directed brokerage if, at the sole discretion of Public Trust, such directed brokerage arrangements would result in additional operational difficulties and/or would not be in the best interest of the requesting client.

E. Trade Errors

Public Trust has internal controls for the prevention of trade errors. However, trade errors in client accounts cannot always be avoided. Public Trust strives to correct all trade errors prior to the settlement of any transaction. Public Trust maintains records of all errors that occur including the original trade ticket, trade date, broker, client affected, identification of the source of the error, the results of the error, and any correction including future preventative measures. Consistent with its fiduciary duty, it is the policy of Public Trust to correct trade errors in a manner that is in the best interest of the client. Public Trust will promptly notify the client if a trade error results in a gain or loss to the client. In cases where

the client causes the trade error, the client will be responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated because of the error correction. If the error was caused by Public Trust, the client will be notified, and the trade error will be reviewed and mitigated by Public Trust. If the error is caused by the broker-dealer, the broker-dealer will be responsible for working directly with the client and/or Public Trust to assess and mitigate any associated costs. If an investment gain results from the correcting trade, the gain will remain in the client's account. Public Trust will also confer with the client to determine if the client should forego the gain (e.g. due to tax reasons).

Public Trust never retains any portion of any gains made resulting from trade error corrections or profits in any way from trade errors. If the gain does not remain in the account, Public Trust will donate the amount to charity. If related trade errors result in both gains and losses in an account, generally they will be netted.

Item 13: Reviews of Accounts

A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews

A member of portfolio management will review clients' accounts with regard to their investment policies, risk tolerance levels, and allocations on a periodic basis.

B. Factors that will Trigger a Non-Periodic Review of Client Accounts

Reviews can be triggered by material market, economic or political events, or by changes in the client's financial situation.

C. Content and Frequency of Regular Reports Provided to Clients

Monthly or quarterly reports and/or online access to client transaction activity is provided to all SMA clients. The report information discloses such items as portfolio returns/yields, holdings, transactions, and issuer concentrations. In addition, Public Trust performs an annual review with each SMA client to verify they are receiving, at a minimum, quarterly statements directly from their qualified custodian. Custody statements detail the assets and values held in the clients' accounts. Clients are urged to carefully review all custodial statements and compare them to any account reports provided by Public Trust.

Monthly statements are made available to all LGIP Participants denoting their balances, transactions, and income earned for the period. In addition, Public Trust ensures that each

LGIP Board, or a designated recipient for the LGIP, receives, at a minimum, quarterly statements from their qualified custodian.

For the Term Series, all transactional activity for LGIP Participants investing in a Term Series is incorporated into the respective Participants' LGIP monthly statements mentioned above. In addition, Public Trust ensures that each LGIP Board, or a designated recipient for the Term Series, receives, at a minimum, quarterly statements from their qualified custodian.

Currently, one LGIP is provided a quarterly, unaudited financial statement that is delivered to the underlying Participants via the LGIP's website shortly after each quarter-end. All LGIPs and Term Series have an annual financial audit performed by an independent auditing firm. The Term Series will be audited in conjunction with the LGIP and inclusive of the annual audited financial statements. The auditors are registered with and subject to regular inspection by the Public Company Accounting Oversight Board (PCAOB). Participants are notified via email within 120 days of the LGIP's fiscal year-end that the annual audited financial statements are available on the LGIP websites. The LGIPs annual reporting dates are either June 30 or December 31. The quarterly unaudited and annually audited financial statements are prepared in accordance with accounting standards generally accepted in the United States of America. External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.

Item 14: Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)

Public Trust does not receive any economic benefit, directly or indirectly, from any third party for advice rendered to its clients.

B. Compensation to Non-Advisory Personnel for Client Referrals

Public Trust has entered into a solicitation arrangement with a third-party firm pursuant to that representatives of their firm can offer Public Trust services to public entities. Through this arrangement, Public Trust pays a cash referral fee to the solicitor or soliciting firm based on a percentage of revenue collected from the client. The solicitation agreement is in writing and complies with the requirements of Rule 206(4)-3 of the Advisers Act of 1940. If a client is introduced to Public Trust by a solicitor, Public Trust pays that solicitor a fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act of 1940 and any corresponding state securities law requirements. While the specific terms of each agreement can differ, the compensation generally will be based upon the engagement of new clients by Public Trust as well as the retention of those clients. Compensation is calculated using a varying percentage of the fees paid to Public Trust by such clients. Any such fee shall be paid solely

from the Public Trust investment management fee and shall not result in any additional charge to the client.

Each prospective client referred to Public Trust under such an arrangement receives a copy of the Public Trust firm brochure and a separate solicitation disclosure document disclosing the nature of the relationship between the third-party solicitor and Public Trust as well as an explanation of how any referral fee is to be determined and paid by Public Trust to the solicitor.

Item 15: Custody

SMA clients should receive statements on at least a quarterly basis directly from the qualified custodian that holds and maintains their assets. Public Trust performs an annual review with each SMA client to attempt to confirm they are receiving, at a minimum, quarterly statements directly from their qualified custodian. Clients are urged to carefully review all custodial statements and compare them to any account reports provided by Public Trust. In certain cases, the reports from Public Trust can vary from custodial statements based on accounting procedures, reporting dates, valuation methodologies and pricing sources utilized for certain securities.

LGIP and Term Series Participant accounts receive, at a minimum, audited financial statements within 120 days of the LGIP fiscal year end. Each LGIP Board, or a designated recipient for the LGIP, will receive, at a minimum, quarterly statements from their qualified custodian.

Item 16: Investment Discretion

For accounts where Public Trust is granted discretionary authority in writing, Public Trust will normally determine (without first obtaining client's permission for each transaction) the type of securities to be bought and sold; the dollar amounts of the securities to be bought and sold; the broker-dealers through which transactions will be executed; whether a client's transaction should be combined with those of other clients and traded as a "block;" and the commission rates and/or transactions costs paid to effect the transactions.

For non-discretionary accounts, Public Trust provides suggestions for securities purchased and/or portfolio recommendations to the client and, if agreed upon for investment, implements the transactions.

Item 17: Voting Client Securities (Proxy Voting)

Public Trust will not ask for nor accept voting authority for client securities. Further, the types of securities purchased for clients' accounts are non-equity securities that typically do not have voting rights.

Item 18: Financial Information

A. Balance Sheet

Public Trust does not solicit prepayment of more than \$1,200 in fees per client six months or more in advance and therefore is not required to provide, and has not provided, a balance sheet.

B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients

On March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act (CARES ACT) was signed into law. As an extension of the CARES Act, the Small Business Administration implemented the Paycheck Protection Program (PPP), enabling loan participation by qualified small businesses during this time of economic uncertainty. Given the overall economic uncertainty surrounding low to negative interest rates and the likelihood that governmental balances will decrease, Public Trust Advisors has participated in the PPP loan program. This layer of anticipatory capital is being deployed in accordance with all established program criteria, allowing for the steady and continued servicing of our clients and their respective investment advisory agreements.

C. Bankruptcy Petitions in Previous Ten Years

Public Trust has not been the subject of a bankruptcy petition in the last ten years.



Appendix B



Appendix C

PUBLIC TRUST ADVISORS, LLC PRIVACY POLICY

Last Updated: April 1, 2020

Introduction

Protecting client information is of critical importance to Public Trust Advisors, LLC (Public Trust). The U.S. Securities and Exchange Commission has adopted Regulation S-P, Privacy of Consumer Financial Information, governing the treatment of non-public personal information about clients by brokers, dealers, and investment advisors. Regulation S-P requires financial institutions, including Public Trust, to provide notice to current clients and prospective clients about their policies and practices concerning the collection and use of client, non-public information. Public Trust has adopted the following privacy policy to protect the nonpublic personal information of its clients. This privacy policy notice is given to all prospective clients of Public Trust upon entering into an investment advisory agreement and annually thereafter.

We value our clients' trust and confidence and want you to understand what information Public Trust obtains, how we use this information, and how it is protected.

The purpose of a privacy policy is to provide administrative, technical, and physical safeguards that assist employees in maintaining the confidentiality of nonpublic personal information collected from the clients of an investment adviser. All nonpublic personal information, whether relating to an adviser's current or former clients, is subject to the privacy policy. Any doubts about the confidentiality of client information must be resolved in favor of confidentiality.

Non-Disclosure of Client Information

Public Trust maintains safeguards to comply with federal and state standards to guard each client's nonpublic information. We do not share any nonpublic information with any nonaffiliated third parties except in the following circumstances:

- As necessary to provide the service that the client has requested or authorized or to maintain and service the client's account; and
- As required by regulatory authorities or law enforcement officials who have jurisdiction over the investment adviser or as otherwise required by any applicable state open records law; and
- To the extent reasonably necessary to prevent fraud and unauthorized transactions.

What Information Public Trust Obtains

Public Trust has a duty to protect the nonpublic personal information of its clients and to disclose to such clients the policies and procedures for protecting that information. Nonpublic personal information includes nonpublic "personally identifiable financial information" plus any list, description, or grouping of customers that is derived from nonpublic personally identifiable financial information. Such information may include financial information about our clients, information relating to services

performed for or transactions entered into on behalf of clients, and data or analyses derived from such nonpublic personal information. Other information may include new account forms containing names, addresses, phone numbers, email addresses, custodial account information, and securities holdings information.

How We Use the Information

We may share personal information we collect about our clients, prospects, and former clients to service providers such as:

- Unaffiliated service providers such as securities clearing houses, printers for delivery of statements, software firms, and other administrative services associated with your account(s).
- Government agencies such as state securities divisions, tax reporting, or court orders.
- Other organizations as permitted by law that protect your privacy such as fraud prevention.
- Our registered representative(s) who may be independent correspondents of Public Trust.

In most instances, Public Trust requires these unaffiliated service providers to execute non-disclosure agreements to further protect client nonpublic information.

How it is Protected

Public Trust is committed to protecting nonpublic client information and considers this safeguarding of information a priority. We have adopted polices based on the National Institute of Standards and Technology (NIST) framework designed to prevent unauthorized access to our clients' information. Access to client information is restricted to Public Trust employees, registered representatives, and designated software service providers used for legitimate business purposes. Public Trust restricts access to nonpublic client information to only those employees and software service providers who need to know such information to provide services to our clients. Any employee or software vendor who is authorized to have access to nonpublic client information is required to keep such information in a secure compartment or receptacle as of the close of business each day. All electronic or computer files containing such information shall be password protected and secured behind a corporate firewall protected from access by unauthorized persons.

If you have any questions about the Public Trust Privacy Policy or concerns about any nonpublic personal information, please feel free to contact us at:

Public Trust Advisors, LLC
Compliance Department
717 17th Street, Suite 1850
Denver, CO 80202
(303) 295-0777
www.publictrustadvisors.com



Appendix D



Table of Contents

Executive Summary

- Portfolio Overview
- Maturity Distribution
- Rating Distribution
- Security Distribution - Market Value
- Security Distribution - Historical Cost

Supporting Reports

- Portfolio Holdings
- Transactions
- Income
- GASB 40
- Portfolio Activity Summary

Disclaimer

Relationship Management Team

Relationship Managers

John Grady | Managing Director

Direct: (407) 588-0525
Mobile: (407) 701-8002
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Tom Tight | Managing Director

Direct: (407) 588-9391
Mobile: (407) 765-0761
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Portfolio Manager

Neil Waud, CFA | Chief Investment Officer

Direct: (303) 244-0468
Mobile: (720) 255-7404
neil.waud@publictrustadvisors.com

Cory Gebel, CFA | Director, Portfolio Management

Direct: (720) 845-5788
cory.gebel@publictrustadvisors.com

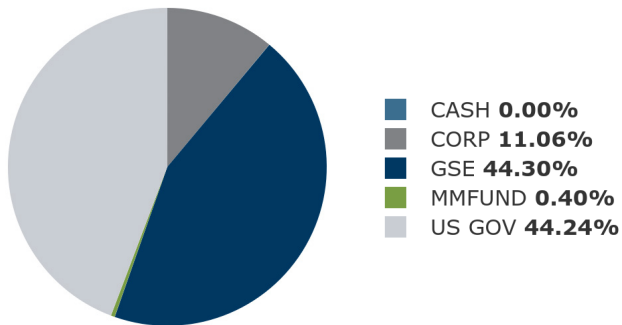
Portfolio Characteristics

	05/31/20	06/30/20
Duration	1.252	1.475
Years to Effective Maturity	1.313	1.543
Years to Final Maturity	1.323	1.552
Coupon Rate	2.046	1.876
Book Yield	1.875	1.650
Market Yield	0.269	0.242
Benchmark Yield	0.222	0.204

Portfolio Summary

Summary	05/31/20	06/30/20
Historical Cost	\$136,612,891.60	\$137,624,893.23
Book Value	136,760,106.95	137,763,016.58
Accrued Interest	638,280.04	617,642.49
Net Pending Transactions	777,642.82	2.29
Book Value Plus Accrued	\$138,176,029.81	\$138,380,661.35
Net Unrealized Gain/Loss	2,363,536.55	2,208,344.50
Market Value Plus Accrued	\$140,539,566.36	\$140,589,005.85

Asset Allocation



Income Summary

Period Income	Income
Interest Income	\$223,075.76
Net Amortization/Accretion Income	(18,898.31)
Net Realized Gain/Loss	454.09
Net Income	\$204,631.54

Detail may not add to total due to rounding.

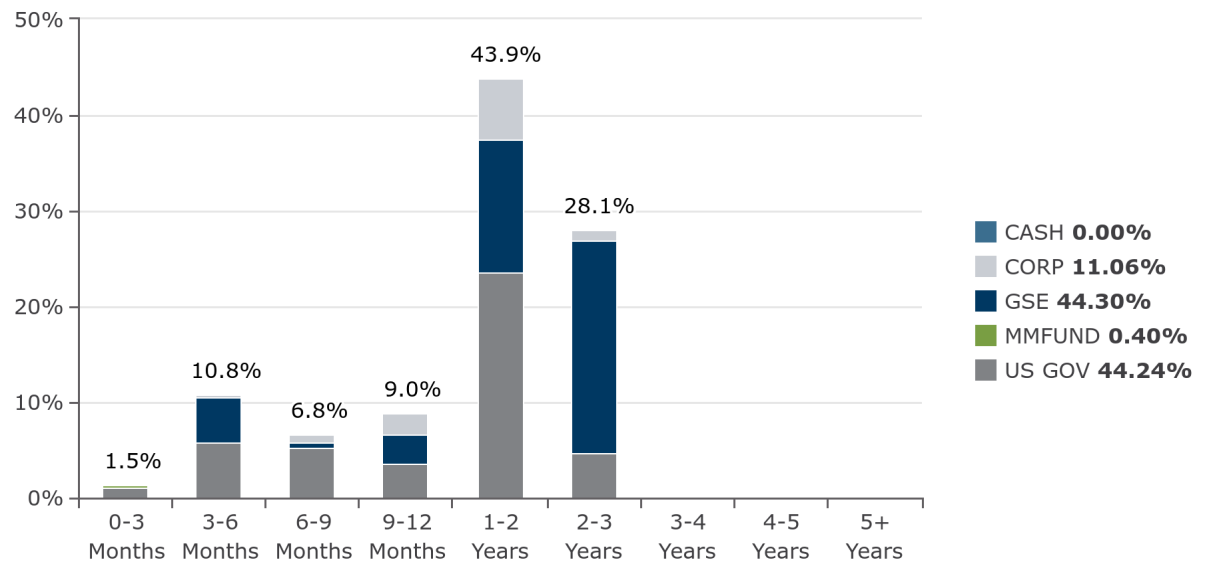
Maturity Distribution by Security Type

Security Distribution	0-3 Months	3-6 Months	6-9 Months	9-12 Months	1-2 Years	2-3 Years	3-4 Years	4-5 Years	5+ Years	Portfolio Total
CASH	\$2.29	--	--	--	--	--	--	--	--	\$2.29
CORP		363,211.21	1,376,620.98	3,217,036.03	8,835,341.65	1,756,234.02				15,548,443.89
FED INST (GSE)		6,556,709.68	759,886.65	4,288,607.42	19,707,771.57	30,970,369.62				62,283,344.94
MMFUND	557,496.43									557,496.43
US GOV	1,509,751.99	8,287,646.34	7,383,302.40	5,111,312.92	33,182,791.88	6,724,912.78				62,199,718.31
TOTAL	\$2,067,250.71	\$15,207,567.23	\$9,519,810.03	\$12,616,956.37	\$61,725,905.10	\$39,451,516.42	--	--	--	\$140,589,005.85

Top Ten Holdings

Issuer	Value
United States	44.24%
Federal Home Loan Banks	18.15%
Freddie Mac	13.64%
Farm Credit Funding Corporation	8.75%
Federal National Mortgage Association	3.76%
Chevron Corporation	2.57%
Apple Inc.	2.51%
U.S. Bancorp	1.33%
Toyota Motor Corporation	1.20%
Cisco Systems, Inc.	0.98%

Maturity Distribution by Type



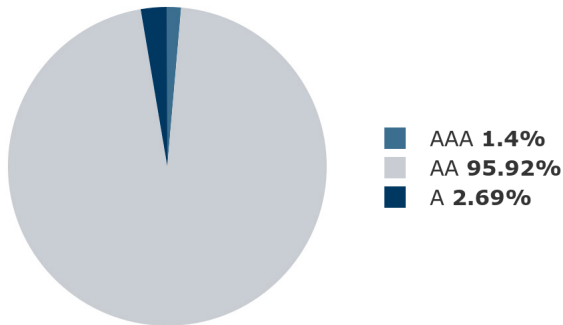
S&P Rating Distribution

S&P Rating Distribution	Jun 30, 2020 Ending Balance	Portfolio Allocation
Short Term Rating Distribution		
A-1+	\$0.00	0.00%
A-1		
A-2		
Total Short Term Ratings	\$0.00	0.00%
Long Term Rating Distribution		
AAA	\$1,962,286.25	1.40%
AA	\$134,848,493.54	95.92%
A	\$3,778,226.06	2.69%
Below A		
Not Rated		
Total Long Term Ratings	\$140,589,005.85	100.00%
Portfolio Total	\$140,589,005.85	100.00%

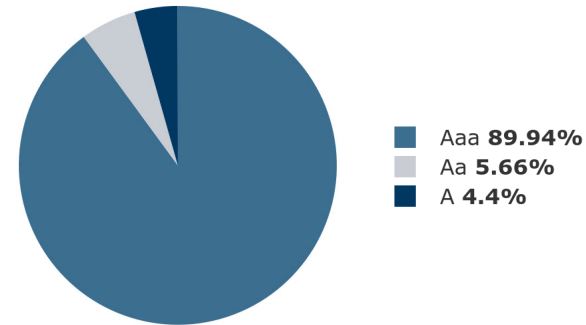
Moody's Rating Distribution

Moody's Rating Distribution	Jun 30, 2020 Ending Balance	Portfolio Allocation
Short Term Rating Distribution		
P-1	\$0.00	0.00%
P-2		
Total Short Term Ratings	\$0.00	0.00%
Long Term Rating Distribution		
Aaa	\$126,445,349.50	89.94%
Aa	\$7,963,063.16	5.66%
A	\$6,180,593.19	4.40%
Below A		
Not Rated		
Total Long Term Ratings	\$140,589,005.85	100.00%
Portfolio Total	\$140,589,005.85	100.00%

Allocation by Standard and Poor's Rating



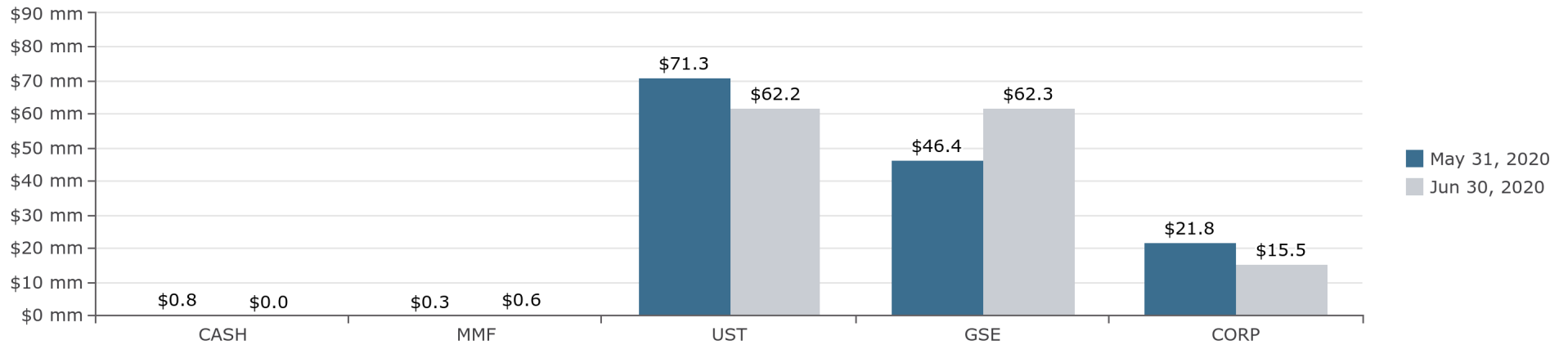
Allocation by Moody's Rating



Market Value Basis Security Distribution

Security Distribution	May 31, 2020 Ending Balance	May 31, 2020 Portfolio Allocation	Jun 30, 2020 Ending Balance	Jun 30, 2020 Portfolio Allocation	Change in Allocation	Book Yield
Cash	\$777,642.82	0.55%	\$2.29	0.00%	(0.55%)	0.00%
U.S. Treasury Notes	\$71,264,999.00	50.71%	\$62,199,718.31	44.24%	(6.47%)	2.36%
Federal Instrumentality (GSE)	46,423,950.19	33.03%	62,283,344.94	44.30%	11.27%	0.91%
Money Market Funds	\$313,658.49	0.22%	\$557,496.43	0.40%	0.17%	0.01%
Corporate Notes	21,759,315.86	15.48%	15,548,443.89	11.06%	(4.42%)	1.87%
Portfolio Total	\$140,539,566.36	100.00%	\$140,589,005.85	100.00%		1.65%

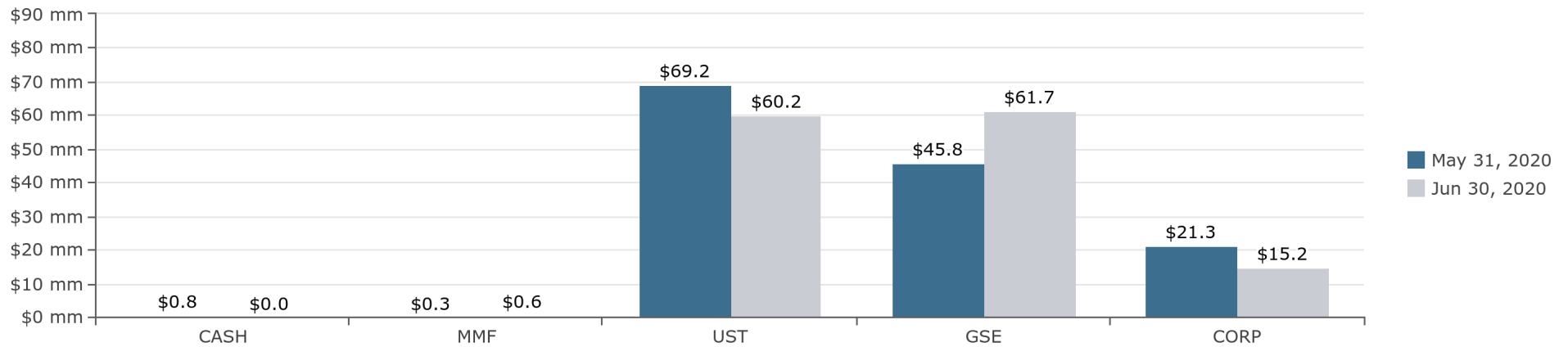
Asset Balance by Security Type



Historic Cost Basis Security Distribution

Security Distribution	May 31, 2020 Ending Balance	May 31, 2020 Portfolio Allocation	Jun 30, 2020 Ending Balance	Jun 30, 2020 Portfolio Allocation	Change in Allocation	Book Yield
Cash	\$777,642.82	0.57%	\$2.29	0.00%	(0.57%)	0.00%
U.S. Treasury Notes	\$69,231,580.19	50.39%	\$60,232,439.55	43.77%	(6.62%)	2.36%
Federal Instrumentality (GSE)	45,772,267.49	33.32%	61,661,399.08	44.80%	11.49%	0.91%
Money Market Funds	\$313,658.49	0.23%	\$557,496.43	0.41%	0.18%	0.01%
Corporate Notes	21,295,385.43	15.50%	15,173,558.18	11.03%	(4.47%)	1.87%
Portfolio Total	\$137,390,534.43	100.00%	\$137,624,895.52	100.00%		1.65%

Asset Balance by Security Type



Portfolio Holdings

06/01/2020 to 06/30/2020

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
CASH											
Receivable	06/30/20	--		\$2.29	\$2.29	\$2.29	\$0.00	0.00%	N	0.00%	AAA
CCYUSD	06/30/20	--	2.29	\$2.29	1.00	\$0.00			--	--	Aaa
0.00%	0.00										
CASH TOTAL	06/30/20	--	2.29	\$2.29	\$2.29	\$2.29	\$0.00	0.00%	N	0.00%	AAA
	06/30/20	--		\$2.29	1.00	\$0.00			--	--	Aaa
	0.00										
MMFUND											
FIRST AMER:TRS OBG Y	06/30/20	--		\$557,496.43	\$557,496.43	\$557,496.43	\$0.00	0.40%	N	0.01%	AAAm
31846V807	06/30/20	--	557,496.43	\$557,496.43	1.00	\$0.00			--	--	Aaa
0.01%	0.00										
MMFUND TOTAL	06/30/20	--	557,496.43	\$557,496.43	\$557,496.43	\$557,496.43	\$0.00	0.40%	N	0.01%	AAAm
	06/30/20	--		\$557,496.43	1.00	\$0.00	\$0.00		--	--	Aaa
	0.00										
US GOV											
UNITED STATES TREASURY	09/15/20	09/15/17		\$1,493,320.32	\$1,503,699.00	\$1,509,751.99	\$4,169.26	1.07%	N	1.53%	AA+
9128282V1	09/15/20	09/19/17	1,500,000.00	\$1,499,529.74	100.25	\$6,052.99			--	0.20%	Aaa
1.38%	0.21									--	
UNITED STATES TREASURY	09/30/20	12/05/17		2,480,607.44	2,486,189.48	2,498,632.10	10,680.39	1.78%	N	1.92%	AA+
912828VZ0	09/30/20	12/07/17	2,475,000.00	2,475,509.08	100.45	12,442.62			--	0.20%	Aaa
2.00%	0.25									--	
UNITED STATES TREASURY	10/31/20	11/02/15		1,007,578.12	1,005,167.00	1,008,115.37	4,644.99	0.72%	N	1.59%	AA+
912828WC0	10/31/20	11/05/15	1,000,000.00	1,000,522.01	100.52	2,948.37			--	0.20%	Aaa
1.75%	0.33									--	
UNITED STATES TREASURY	11/15/20	07/26/18		3,990,468.76	4,035,936.00	4,049,346.33	37,506.64	2.88%	N	2.73%	AA+
912828PC8	11/15/20	07/30/18	4,000,000.00	3,998,429.36	100.90	13,410.33			--	0.23%	Aaa
2.62%	0.37									--	
UNITED STATES TREASURY	11/30/20	12/27/17		725,254.88	730,324.40	731,552.54	5,286.64	0.52%	N	1.99%	AA+
912828A42	11/30/20	12/28/17	725,000.00	725,037.76	100.73	1,228.14			--	0.24%	Aaa
2.00%	0.42									--	
UNITED STATES TREASURY	02/15/21	04/17/18		3,375,695.30	3,443,829.40	3,472,621.98	49,323.99	2.47%	N	2.51%	AA+
9128283X6	02/15/21	04/19/18	3,400,000.00	3,394,505.41	101.29	28,792.58			--	0.19%	Aaa
2.25%	0.62									--	
UNITED STATES TREASURY	03/15/21	03/21/18		3,812,449.22	3,884,019.75	3,910,680.42	62,075.28	2.78%	N	2.49%	AA+
9128284B3	03/15/21	03/23/18	3,825,000.00	3,821,944.47	101.54	26,660.67			--	0.20%	Aaa
2.38%	0.70									--	
UNITED STATES TREASURY	04/15/21	04/17/18		4,978,515.65	5,086,330.00	5,111,312.92	92,155.26	3.64%	N	2.53%	AA+
9128284G2	04/15/21	04/19/18	5,000,000.00	4,994,174.74	101.73	24,982.92			--	0.19%	Aaa
2.38%	0.79									--	

Portfolio Holdings

06/01/2020 to 06/30/2020

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
UNITED STATES TREASURY 912828Y20 2.62%	07/15/21 07/15/21 1.02	09/24/18 09/26/18	7,275,000.00	7,222,142.61 7,254,976.66	7,459,435.80 102.54	7,547,575.22 88,139.42	204,459.14	5.37%	N --	2.90% 0.19% --	AA+ Aaa
UNITED STATES TREASURY 912828RC6 2.12%	08/15/21 08/15/21 1.11	09/24/18 09/26/18	7,375,000.00	7,218,281.25 7,312,505.85	7,535,177.62 102.17	7,594,162.43 58,984.80	222,671.78	5.40%	N --	2.90% 0.19% --	AA+ Aaa
UNITED STATES TREASURY 912828F21 2.12%	09/30/21 09/30/21 1.23	12/17/18 12/20/18	4,800,000.00	4,728,187.49 4,767,116.87	4,916,251.20 102.42	4,941,890.54 25,639.34	149,134.33	3.52%	N --	2.69% 0.19% --	AA+ Aaa
UNITED STATES TREASURY 912828F96 2.00%	10/31/21 10/31/21 1.32	01/08/20 01/10/20	1,375,000.00	1,384,829.11 1,382,285.45	1,408,515.62 102.44	1,413,148.78 4,633.15	26,230.17	1.01%	N --	1.60% 0.17% --	AA+ Aaa
UNITED STATES TREASURY 9128285L0 2.88%	11/15/21 11/15/21 1.35	12/17/18 12/20/18	4,700,000.00	4,722,949.22 4,711,098.84	4,873,495.80 103.69	4,890,753.61 17,257.81	162,396.96	3.48%	N --	2.70% 0.19% --	AA+ Aaa
UNITED STATES TREASURY 912828J76 1.75%	03/31/22 03/31/22 1.72	12/02/19 12/03/19	2,000,000.00	2,006,562.50 2,004,968.66	2,055,000.00 102.75	2,063,797.81 8,797.81	50,031.34	1.47%	N --	1.61% 0.18% --	AA+ Aaa
UNITED STATES TREASURY 912828SV3 1.75%	05/15/22 05/15/22 1.85	12/02/19 12/03/19	2,000,000.00	2,006,796.88 2,005,220.69	2,059,062.00 102.95	2,063,532.11 4,470.11	53,841.31	1.47%	N --	1.61% 0.17% --	AA+ Aaa
UNITED STATES TREASURY 912828XD7 1.88%	05/31/22 05/31/22 1.89	10/30/19 10/31/19	1,575,000.00	1,584,843.75 1,582,346.42	1,626,310.35 103.26	1,628,811.63 2,501.28	43,963.93	1.16%	N --	1.63% 0.17% --	AA+ Aaa
UNITED STATES TREASURY 912828XG0 2.12%	06/30/22 06/30/22 1.97	11/25/19 11/26/19	1,000,000.00	1,013,242.19 1,010,245.05	1,039,062.00 103.91	1,039,119.74 57.74	28,816.95	0.74%	N --	1.60% 0.17% --	AA+ Aaa
UNITED STATES TREASURY 912828TJ9 1.62%	08/15/22 08/15/22 2.09	01/17/20 01/21/20	1,100,000.00	1,101,933.59 1,101,607.62	1,133,944.90 103.09	1,140,672.58 6,727.68	32,337.28	0.81%	N --	1.55% 0.17% --	AA+ Aaa
UNITED STATES TREASURY 912828YA2 1.50%	08/15/22 08/15/22 2.09	12/30/19 12/31/19	1,000,000.00	997,304.69 997,815.74	1,028,281.00 102.83	1,033,926.60 5,645.60	30,465.26	0.74%	N --	1.61% 0.17% --	AA+ Aaa
UNITED STATES TREASURY 9128282S8 1.62%	08/31/22 08/31/22 2.13	09/27/19 09/30/19	3,000,000.00	3,002,578.14 3,001,934.73	3,094,218.00 103.14	3,110,512.16 16,294.16	92,283.27	2.21%	N --	1.59% 0.17% --	AA+ Aaa
UNITED STATES TREASURY 9128283U2 2.38%	01/31/23 01/31/23 2.50	12/16/19 12/17/19	1,350,000.00	1,378,898.44 1,374,015.90	1,426,412.70 105.66	1,439,801.44 13,388.74	52,396.80	1.02%	N --	1.67% 0.18% --	AA+ Aaa

Portfolio Holdings

06/01/2020 to 06/30/2020

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
US GOV TOTAL	08/21/21 08/21/21 1.13	-- --	60,475,000.00	\$60,232,439.55 \$60,415,791.05	\$61,830,662.02 102.25	\$62,199,718.31 \$369,056.28	\$1,414,870.98	44.24%	N --	2.36% 0.19% --	AA+ Aaa
GSE											
FEDERAL HOME LOAN MORTGAGE CORP 3137EAEK1 1.88%	11/17/20 11/17/20 0.38	12/05/17 12/07/17	6,500,000.00	\$6,474,845.00 \$6,496,698.40	\$6,541,813.85 100.64	\$6,556,709.68 \$14,895.83	\$45,115.45	4.66%	N --	2.01% 0.18% --	AA+ Aaa
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G0U27 2.50%	04/13/21 04/13/21 0.78	07/26/18 07/30/18	4,000,000.00	3,966,800.00 3,990,143.46	4,073,082.28 101.83	4,094,748.95 21,666.67	82,938.82	2.91%	N --	2.82% 0.17% --	AA+ Aaa
FEDERAL HOME LOAN MORTGAGE CORP 3137EADB2 2.38%	01/13/22 01/13/22 1.50	11/15/19 11/18/19	650,000.00	659,932.00 657,112.60	671,669.10 103.33	678,873.26 7,204.17	14,556.49	0.48%	N --	1.65% 0.20% --	AA+ Aaa
FEDERAL HOME LOAN BANKS 313378CR0 2.25%	03/11/22 03/11/22 1.66	03/02/20 03/04/20	2,000,000.00	2,050,940.00 2,042,833.97	2,066,119.02 103.31	2,079,869.02 13,750.00	23,285.05	1.48%	N --	0.97% 0.30% --	AA+ Aaa
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133ELWD2 0.38%	04/08/22 04/08/22 1.76	04/03/20 04/08/20	3,000,000.00	2,995,560.00 2,996,067.79	3,008,063.91 100.27	3,010,657.66 2,593.75	11,996.12	2.14%	N --	0.45% 0.22% --	AA+ Aaa
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133ELJC9 1.58%	04/21/22 04/21/22 1.78	04/21/20 04/22/20	3,000,000.00	3,074,400.00 3,067,293.81	3,072,051.39 102.40	3,081,268.06 9,216.67	4,757.58	2.19%	N --	0.33% 0.25% --	AA+ Aaa
FEDERAL HOME LOAN BANKS 3130AJPU7 0.25%	06/03/22 06/03/22 1.92	06/15/20 06/16/20	6,000,000.00	5,998,140.00 5,998,178.68	6,002,022.36 100.03	6,002,814.03 791.67	3,843.68	4.27%	N --	0.27% 0.23% --	AA+ Aaa
FEDERAL HOME LOAN MORTGAGE CORP 3134GVJ66 0.25%	06/08/22 06/08/22 1.93	06/11/20 06/12/20	2,750,000.00	2,749,340.00 2,749,357.19	2,747,268.29 99.90	2,747,707.52 439.24	(2,088.90)	1.95%	N --	0.26% 0.30% --	AA+ Aaa
FEDERAL HOME LOAN BANKS 313379Q69 2.12%	06/10/22 06/10/22 1.91	05/11/20 05/12/20	1,800,000.00	1,870,092.00 1,865,543.89	1,864,671.17 103.59	1,866,902.42 2,231.25	(872.72)	1.33%	N --	0.24% 0.27% --	AA+ Aaa
FEDERAL HOME LOAN BANKS 313380GJ0 2.00%	09/09/22 09/09/22 2.14	09/09/19 09/12/19	1,750,000.00	1,771,700.00 1,765,983.66	1,817,717.90 103.87	1,828,606.78 10,888.89	51,734.23	1.30%	N --	1.57% 0.23% --	AA+ Aaa

Portfolio Holdings

06/01/2020 to 06/30/2020

Item 9.

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133EHM91 2.08%	11/01/22 11/01/22 2.28	03/30/20 03/31/20	1,400,000.00	1,458,660.00 1,453,032.46	1,459,894.49 104.28	1,464,747.83 4,853.33	6,862.04	1.04%	N --	0.45% 0.24% --	AA+ Aaa
FEDERAL HOME LOAN BANKS 313381BR5 1.88%	12/09/22 12/09/22 2.39	-- --	7,200,000.00	7,465,214.00 7,455,469.26	7,478,985.74 103.87	7,487,235.74 8,250.00	23,516.49	5.33%	N --	0.41% 0.28% --	AA+ Aaa
FEDERAL HOME LOAN BANKS 3130AJ7E3 1.38%	02/17/23 02/17/23 2.58	04/21/20 04/23/20	4,000,000.00	4,110,840.00 4,103,466.10	4,117,676.68 102.94	4,137,537.79 19,861.11	14,210.58	2.94%	N --	0.38% 0.25% --	AA+ Aaa
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133ELNW0 1.45%	02/21/23 02/21/23 2.59	02/14/20 02/21/20	2,000,000.00	2,000,180.00 2,000,158.79	2,060,718.72 103.04	2,071,190.94 10,472.22	60,559.93	1.47%	N --	1.45% 0.30% --	AA+ Aaa
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133EJFK0 2.65%	03/08/23 03/08/23 2.59	03/30/20 03/31/20	2,500,000.00	2,657,600.00 2,644,306.52	2,657,307.12 106.29	2,678,102.26 20,795.14	13,000.60	1.90%	N --	0.48% 0.30% --	AA+ Aaa
FEDERAL HOME LOAN BANKS 313382AXI 2.12%	03/10/23 03/10/23 2.61	02/14/20 02/18/20	2,000,000.00	2,040,460.00 2,035,689.30	2,096,925.40 104.85	2,110,029.57 13,104.17	61,236.10	1.50%	N --	1.45% 0.32% --	AA+ Aaa
FEDERAL HOME LOAN MORTGAGE CORP 3137EAEQ8 0.38%	04/20/23 04/20/23 2.79	04/21/20 04/22/20	3,500,000.00	3,494,050.00 3,494,427.94	3,509,549.50 100.27	3,512,138.05 2,588.54	15,121.57	2.50%	N --	0.43% 0.28% --	AA+ Aaa
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G04Q3 0.25%	05/22/23 05/22/23 2.88	06/02/20 06/03/20	1,000,000.00	998,017.00 998,067.84	998,949.84 99.89	999,220.67 270.83	882.00	0.71%	N --	0.32% 0.29% --	AA+ Aaa
FEDERAL HOME LOAN MORTGAGE CORP 3137EAES4 0.25%	06/26/23 06/26/23 2.98	06/24/20 06/26/20	3,645,000.00	3,634,356.60 3,634,404.86	3,639,326.56 99.84	3,639,453.12 126.56	4,921.70	2.59%	N --	0.35% 0.30% --	AA+ Aaa
GSE TOTAL	07/02/22 07/02/22 1.97	-- --	58,695,000.00	\$59,471,126.60 \$59,448,236.52	\$59,883,813.33 102.06	\$60,047,813.36 \$164,000.03	\$435,576.80	42.71%	N --	0.86% 0.25% --	AA+ Aaa
GSE MBS											
FHMS K-013 A2 3137AA4W0 3.97%	12/29/20 01/25/21 0.49	03/04/19 03/07/19	749,368.39	\$763,536.14 \$753,282.60	\$757,404.99 101.07	\$759,886.65 \$2,481.66	\$4,122.39	0.54%	Y --	2.38% -- --	AA+ Aaa

Portfolio Holdings

06/01/2020 to 06/30/2020

Item 9.

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
FN AB5396 31417B7J0 3.00%	05/06/21 06/01/22 0.23	08/15/12 08/15/12	184,067.96	194,134.18 186,400.11	193,398.30 105.07	193,858.47 460.17	6,998.19	0.14%	N --	1.34% (3.15%) --	AA+ Aaa
FHMS K-030 A1 3137B3N95 2.78%	08/08/21 09/25/22 1.10	06/14/18 06/19/18	233,651.04	232,172.47 232,653.93	239,138.50 102.35	239,679.60 541.10	6,484.57	0.17%	Y --	3.01% -- --	AA+ Aaa
FHMS K-026 A2 3137B1BS0 2.51%	10/15/22 11/25/22 2.22	05/21/19 05/24/19	1,000,000.00	1,000,429.69 999,767.94	1,040,015.20 104.00	1,042,106.87 2,091.67	40,247.26	0.74%	Y --	2.46% -- --	AA+ Aaa
GSE MBS TOTAL	12/04/21 03/21/22 1.34	-- --	2,167,087.39	\$2,190,272.48 \$2,172,104.58	\$2,229,956.99 102.92	\$2,235,531.58 \$5,574.59	\$57,852.41	1.59%	--	2.39% (3.15%) --	AA+ Aaa
CORP											
JOHNSON & JOHNSON 478160CH5 1.95%	11/10/20 11/10/20 0.36	11/08/17 11/10/17	360,000.00	\$359,614.80 \$359,952.15	\$362,216.71 100.62	\$363,211.21 \$994.50	\$2,264.56	0.26%	N --	1.99% 0.24% --	AAA Aaa
CISCO SYSTEMS INC 17275RBD3 2.20%	02/28/21 02/28/21 0.65	05/01/20 05/05/20	1,350,000.00	1,367,914.50 1,364,496.34	1,366,473.48 101.22	1,376,620.98 10,147.50	1,977.15	0.98%	N --	0.56% 0.35% --	AA- A1
TOYOTA MOTOR CREDIT CORP 89236TEU5 2.95%	04/13/21 04/13/21 0.78	04/10/18 04/13/18	1,650,000.00	1,649,340.00 1,649,822.03	1,681,937.81 101.94	1,692,484.06 10,546.25	32,115.79	1.20%	N --	2.96% 0.48% --	A+ A1
CHEVRON CORP 166764BG4 2.10%	04/16/21 05/16/21 0.48	11/02/18 11/06/18	1,500,000.00	1,457,280.00 1,484,828.22	1,520,614.47 101.37	1,524,551.97 3,937.50	35,786.25	1.08%	Y 04/16/21	3.28% 0.53% 0.37%	AA Aa2
CATERPILLAR FINANCIAL SERVICES CORP 14913Q3D9 0.63%	11/12/21 11/12/21 0.12	01/09/20 01/13/20	770,000.00	770,000.00 770,000.00	769,761.30 99.97	770,440.00 678.70	(238.70)	0.55%	N --	0.64% 0.67% --	A A3
PFIZER INC 717081DZ3 2.20%	12/15/21 12/15/21 1.44	10/30/19 10/31/19	1,000,000.00	1,007,980.00 1,005,504.15	1,024,768.37 102.48	1,025,746.15 977.78	19,264.22	0.73%	N --	1.81% 0.49% --	AA- A1
MICROSOFT CORP 594918BW3 2.40%	01/06/22 02/06/22 0.90	02/05/20 02/07/20	1,000,000.00	1,015,460.18 1,012,279.76	1,031,909.66 103.19	1,041,576.33 9,666.67	19,629.90	0.74%	Y 01/06/22	1.58% 0.40% 0.29%	AAA Aaa
CHEVRON CORP 166764BN9 2.50%	02/03/22 03/03/22 0.95	10/29/19 10/31/19	2,000,000.00	2,027,320.00 2,019,401.31	2,069,405.74 103.47	2,085,781.52 16,375.78	50,004.43	1.48%	Y 02/03/22	1.88% 0.42% 0.31%	AA Aa2

Portfolio Holdings

Description Identifier Coupon	Effective Maturity Final Maturity Duration	Trade Date Settle Date	Par Value	Original Cost Book Value	Market Value Market Price	MV + Accrued Accrued Balance	Net Unrealized Gain/Loss	% of Market Value	Callable Next Call Date	Book Yield YTM YTC	S&P Moody's
U.S. BANCORP 91159HHC7 3.00%	02/15/22 03/15/22 0.96	10/15/19 10/16/19	1,250,000.00	1,279,387.50 1,270,614.38	1,304,260.32 104.34	1,315,301.99 11,041.67	33,645.94	0.94%	Y 02/15/22	1.96% 0.45% 0.32%	A+ A1
APPLE INC 037833CQ1 2.30%	04/11/22 05/11/22 1.06	11/12/19 11/14/19	2,500,000.00	2,526,750.00 2,519,864.71	2,588,509.55 103.54	2,596,495.66 7,986.11	68,644.84	1.85%	Y 04/11/22	1.84% 0.39% 0.30%	AA+ Aa1
EXXON MOBIL CORP 30231GBB7 1.90%	08/16/22 08/16/22 2.08	08/13/19 08/16/19	800,000.00	800,000.00 800,000.00	824,935.19 103.12	830,641.19 5,706.00	24,935.19	0.59%	N --	1.90% 0.43% --	AA Aa1
APPLE INC 037833DV9 0.75%	05/11/23 05/11/23 2.83	05/04/20 05/11/20	915,000.00	912,511.20 912,624.97	924,639.70 101.05	925,592.82 953.12	12,014.73	0.66%	N --	0.84% 0.38% --	AA+ Aa1
CORP TOTAL	12/04/21 12/20/21 1.02	-- --	15,095,000.00	\$15,173,558.18 \$15,169,388.00	\$15,469,432.31 102.50	\$15,548,443.89 \$79,011.58	\$300,044.31	11.06%	--	1.87% 0.44% 0.32%	AA- Aa3
PORTFOLIO TOTAL	01/14/22 01/18/22 1.48	-- --	136,989,586.11	\$137,624,895.52 \$137,763,018.87	\$139,971,363.37 101.81	\$140,589,005.85 \$617,642.49	\$2,208,344.50	100.00%	--	1.65% 0.24% 0.32%	AA+ Aaa

Transactions

06/01/2020 to 06/30/2020

Item 9.

Description Identifier	Current Units	Type	Trade Date	Settle Date	Price	Principal	Realized Gain/Loss	Broker	Amount
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G04Q3	1,000,000.00	Buy	06/02/20	06/03/20	99.802	\$998,017.00	\$0.00	BONY	(\$998,093.39)
FEDERAL HOME LOAN MORTGAGE CORP 3134GVJ66	2,750,000.00	Buy	06/11/20	06/12/20	99.976	2,749,340.00	0.00	Wells	(2,749,416.39)
FEDERAL HOME LOAN BANKS 3130AJPU7	6,000,000.00	Buy	06/15/20	06/16/20	99.969	5,998,140.00	0.00	MSSB	(5,998,306.67)
FEDERAL HOME LOAN MORTGAGE CORP 3137EAES4	3,645,000.00	Buy	06/24/20	06/26/20	99.708	3,634,356.60	0.00	TDS	(3,634,356.60)
FEDERAL HOME LOAN BANKS 313381BR5	5,000,000.00	Buy	06/22/20	06/23/20	103.902	5,195,100.00	0.00	MSSB	(5,198,745.83)
Buy Total						\$18,574,953.60	\$0.00		(\$18,578,918.88)
UNITED STATES TREASURY 912828XH8	(4,000,000.00)	Sell	06/25/20	06/26/20	100.016	(\$4,000,625.00)	\$592.02	Wells	\$4,032,410.72
Sell Total						(\$4,000,625.00)	\$592.02		\$4,032,410.72
UNITED STATES TREASURY 912828XE5	(750,000.00)	Maturity	05/31/20	05/31/20	100.000	(\$750,000.00)	\$0.00	Maturity	\$750,000.00
AMERICAN HONDA FINANCE CORP 02665WCH2	(1,225,000.00)	Maturity	06/16/20	06/16/20	100.000	(1,225,000.00)	0.00	Maturity	1,225,000.00
UNITED STATES TREASURY 912828XU9	(5,000,000.00)	Maturity	06/15/20	06/15/20	100.000	(5,000,000.00)	0.00	Maturity	5,000,000.00
WALMART INC 931142EG4	(4,900,000.00)	Maturity	06/23/20	06/23/20	100.000	(4,900,000.00)	0.00	Maturity	4,900,000.00
FEDERAL HOME LOAN BANKS 313383HU8	(2,650,000.00)	Maturity	06/12/20	06/12/20	100.000	(2,650,000.00)	0.00	Maturity	2,650,000.00
Maturity Total							\$0.00		\$14,525,000.00
FHMS K-013 A2 3137AA4W0	(631.61)	Principal Paydown	06/01/20	06/01/20		(\$631.61)	(\$3.84)	Direct	\$631.61
FHMS K-030 A1 3137B3N95	(8,472.50)	Principal Paydown	06/01/20	06/01/20		(8,472.50)	36.94	Direct	8,472.50
FN AB5396 31417B7J0	(12,708.58)	Principal Paydown	06/01/20	06/01/20		(12,708.58)	(171.02)	Direct	12,708.58
Principal Paydown Total						(\$21,812.69)	(\$137.93)		\$21,812.69

Income

06/01/2020 to 06/30/2020

Item 9.

Description Identifier	Final Maturity	Current Units	Interest Income	Realized Gain Realized Loss	Accretion Income	Amortization Expense	Misc Income	Net Income	Interest Received Interest Due
AMERICAN HONDA FINANCE CORP 02665WCH2	06/16/20	0.00	\$1,531.25	\$0.00 \$0.00	\$36.55	\$0.00	\$0.00	\$1,567.80	\$18,375.00 \$0.00
APPLE INC 037833CQI	05/11/22	2,500,000.00	4,791.67	0.00 0.00	0.00	(897.22)	0.00	3,894.45	0.00 0.00
APPLE INC 037833DV9	05/11/23	915,000.00	571.88	0.00 0.00	66.92	0.00	0.00	638.80	0.00 0.00
CATERPILLAR FINANCIAL SERVICES CORP 14913Q3D9	11/12/21	770,000.00	407.22	0.00 0.00	0.00	0.00	0.00	407.22	0.00 0.00
CHEVRON CORP 166764BG4	05/16/21	1,500,000.00	2,625.00	0.00 0.00	1,400.38	0.00	0.00	4,025.38	0.00 0.00
CHEVRON CORP 166764BN9	03/03/22	2,000,000.00	4,163.33	0.00 0.00	0.00	(977.79)	0.00	3,185.54	0.00 0.00
CISCO SYSTEMS INC 17275RBD3	02/28/21	1,350,000.00	2,475.00	0.00 0.00	0.00	(1,799.03)	0.00	675.97	0.00 0.00
EXXON MOBIL CORP 30231GBB7	08/16/22	800,000.00	1,268.00	0.00 0.00	0.00	0.00	0.00	1,268.00	0.00 0.00
FEDERAL HOME LOAN BANKS 3130AJ7E3	02/17/23	4,000,000.00	4,583.33	0.00 0.00	0.00	(3,206.04)	0.00	1,377.29	0.00 0.00
FEDERAL HOME LOAN BANKS 3130AJPU7	06/03/22	6,000,000.00	625.00	0.00 0.00	38.68	0.00	0.00	663.68	0.00 0.00
FEDERAL HOME LOAN BANKS 313378CR0	03/11/22	2,000,000.00	3,750.00	0.00 0.00	0.00	(2,041.69)	0.00	1,708.31	0.00 0.00
FEDERAL HOME LOAN BANKS 313379Q69	06/10/22	1,800,000.00	3,187.50	0.00 0.00	0.00	(2,744.06)	0.00	443.44	19,125.00 0.00
FEDERAL HOME LOAN BANKS 313380GJ0	09/09/22	1,750,000.00	2,916.67	0.00 0.00	0.00	(584.34)	0.00	2,332.32	0.00 0.00
FEDERAL HOME LOAN BANKS 313381BR5	12/09/22	2,200,000.00	3,437.50	0.00 0.00	0.00	(2,066.16)	0.00	1,371.34	20,625.00 0.00
FEDERAL HOME LOAN BANKS 313381BR5	12/09/22	5,000,000.00	2,083.34	0.00 0.00	0.00	(1,725.37)	0.00	357.96	0.00 0.00
FEDERAL HOME LOAN BANKS 313382AXI	03/10/23	2,000,000.00	3,541.67	0.00 0.00	0.00	(1,058.86)	0.00	2,482.80	0.00 0.00
FEDERAL HOME LOAN BANKS 313383HU8	06/12/20	0.00	1,417.01	0.00 0.00	0.00	(138.26)	0.00	1,278.76	23,187.50 0.00
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133EHM9I	11/01/22	1,400,000.00	2,426.67	0.00 0.00	0.00	(1,843.28)	0.00	583.38	0.00 0.00
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133EJFK0	03/08/23	2,500,000.00	5,520.83	0.00 0.00	0.00	(4,334.83)	0.00	1,186.00	0.00 0.00

Income

06/01/2020 to 06/30/2020

Item 9.

Description Identifier	Final Maturity	Current Units	Interest Income	Realized Gain Realized Loss	Accretion Income	Amortization Expense	Misc Income	Net Income	Interest Received Interest Due
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133ELJC9	04/21/22	3,000,000.00	3,950.00	0.00 0.00	0.00	(3,045.51)	0.00	904.49	0.00 0.00
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133ELNW0	02/21/23	2,000,000.00	2,416.67	0.00 0.00	0.00	(4.86)	0.00	2,411.81	0.00 0.00
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133ELWD2	04/08/22	3,000,000.00	937.50	0.00 0.00	181.36	0.00	0.00	1,118.86	0.00 0.00
FEDERAL HOME LOAN MORTGAGE CORP 3134GVJ66	06/08/22	2,750,000.00	362.85	0.00 0.00	17.19	0.00	0.00	380.04	0.00 0.00
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G04Q3	05/22/23	1,000,000.00	194.44	0.00 0.00	50.84	0.00	0.00	245.28	0.00 0.00
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G0U27	04/13/21	4,000,000.00	8,333.33	0.00 0.00	1,021.12	0.00	0.00	9,354.45	0.00 0.00
FHMS K-013 A2 3137AA4W0	01/25/21	749,368.39	2,481.66	0.00 (3.84)	0.00	(638.19)	0.00	1,839.63	2,483.75 0.00
FHMS K-026 A2 3137B1BS0	11/25/22	1,000,000.00	2,091.67	0.00 0.00	(50.89)	0.00	0.00	2,040.78	2,091.67 0.00
FHMS K-030 A1 3137B3N95	09/25/22	233,651.04	541.10	36.94 0.00	21.57	0.00	0.00	599.60	560.72 0.00
FEDERAL HOME LOAN MORTGAGE CORP 3137EADB2	01/13/22	650,000.00	1,286.46	0.00 0.00	0.00	(376.29)	0.00	910.17	0.00 0.00
FEDERAL HOME LOAN MORTGAGE CORP 3137EAEK1	11/17/20	6,500,000.00	10,156.25	0.00 0.00	712.58	0.00	0.00	10,868.83	0.00 0.00
FEDERAL HOME LOAN MORTGAGE CORP 3137EAEQ8	04/20/23	3,500,000.00	1,093.75	0.00 0.00	161.97	0.00	0.00	1,255.72	0.00 0.00
FEDERAL HOME LOAN MORTGAGE CORP 3137EAES4	06/26/23	3,645,000.00	126.56	0.00 0.00	48.26	0.00	0.00	174.82	0.00 0.00
FN AB5396 31417B7J0	06/01/22	184,067.96	460.17	0.00 (171.02)	0.00	(144.96)	0.00	144.19	491.94 0.00
FIRST AMER:TRS OBG Y 31846V807	06/30/20	557,496.43	2.29	0.00 (0.00)	0.00	0.00	0.00	2.29	2.20 2.29
JOHNSON & JOHNSON 478160CH5	11/10/20	360,000.00	585.00	0.00 0.00	10.88	0.00	0.00	595.88	0.00 0.00
MICROSOFT CORP 594918BW3	02/06/22	1,000,000.00	2,000.00	0.00 0.00	0.00	(658.02)	0.00	1,341.98	0.00 0.00
PFIZER INC 717081DZ3	12/15/21	1,000,000.00	1,833.33	0.00 0.00	0.00	(305.52)	0.00	1,527.81	11,000.00 0.00
TOYOTA MOTOR CREDIT CORP 89236TEU5	04/13/21	1,650,000.00	4,056.25	0.00 0.00	18.43	0.00	0.00	4,074.68	0.00 0.00

Description Identifier	Final Maturity	Current Units	Interest Income	Realized Gain Realized Loss	Accretion Income	Amortization Expense	Misc Income	Net Income	Interest Received Interest Due
U.S. BANCORP 91159HHC7	03/15/22	1,250,000.00	3,125.00	0.00 0.00	0.00	(1,017.87)	0.00	2,107.13	0.00 0.00
UNITED STATES TREASURY 9128282S8	08/31/22	3,000,000.00	3,974.18	0.00 0.00	0.00	(71.50)	0.00	3,902.69	0.00 0.00
UNITED STATES TREASURY 9128282V1	09/15/20	1,500,000.00	1,681.39	0.00 0.00	185.63	0.00	0.00	1,867.01	0.00 0.00
UNITED STATES TREASURY 9128283U2	01/31/23	1,350,000.00	2,642.51	0.00 0.00	0.00	(748.14)	0.00	1,894.38	0.00 0.00
UNITED STATES TREASURY 9128283X6	02/15/21	3,400,000.00	6,304.94	0.00 0.00	718.92	0.00	0.00	7,023.86	0.00 0.00
UNITED STATES TREASURY 9128284B3	03/15/21	3,825,000.00	7,405.74	0.00 0.00	349.48	0.00	0.00	7,755.22	0.00 0.00
UNITED STATES TREASURY 9128284G2	04/15/21	5,000,000.00	9,733.61	0.00 0.00	599.90	0.00	0.00	10,333.51	0.00 0.00
UNITED STATES TREASURY 9128285L0	11/15/21	4,700,000.00	11,015.62	0.00 0.00	0.00	(649.71)	0.00	10,365.91	0.00 0.00
UNITED STATES TREASURY 912828A42	11/30/20	725,000.00	1,188.52	0.00 0.00	0.00	(7.45)	0.00	1,181.07	7,250.00 0.00
UNITED STATES TREASURY 912828F21	09/30/21	4,800,000.00	8,360.66	0.00 0.00	2,124.19	0.00	0.00	10,484.85	0.00 0.00
UNITED STATES TREASURY 912828F96	10/31/21	1,375,000.00	2,241.85	0.00 0.00	0.00	(442.06)	0.00	1,799.78	0.00 0.00
UNITED STATES TREASURY 912828J76	03/31/22	2,000,000.00	2,868.85	0.00 0.00	0.00	(229.73)	0.00	2,639.13	0.00 0.00
UNITED STATES TREASURY 912828PC8	11/15/20	4,000,000.00	8,559.78	0.00 0.00	343.94	0.00	0.00	8,903.72	0.00 0.00
UNITED STATES TREASURY 912828RC6	08/15/21	7,375,000.00	12,916.38	0.00 0.00	4,496.54	0.00	0.00	17,412.92	0.00 0.00
UNITED STATES TREASURY 912828SV3	05/15/22	2,000,000.00	2,853.26	0.00 0.00	0.00	(224.41)	0.00	2,628.85	0.00 0.00
UNITED STATES TREASURY 912828TJ9	08/15/22	1,100,000.00	1,473.21	0.00 0.00	0.00	(61.26)	0.00	1,411.95	0.00 0.00
UNITED STATES TREASURY 912828VZ0	09/30/20	2,475,000.00	4,057.38	0.00 0.00	0.00	(167.83)	0.00	3,889.55	0.00 0.00
UNITED STATES TREASURY 912828WC0	10/31/20	1,000,000.00	1,426.63	0.00 0.00	0.00	(128.36)	0.00	1,298.27	0.00 0.00
UNITED STATES TREASURY 912828XD7	05/31/22	1,575,000.00	2,420.60	0.00 0.00	0.00	(310.42)	0.00	2,110.18	14,765.63 0.00

Description Identifier	Final Maturity	Current Units	Interest Income	Realized Gain Realized Loss	Accretion Income	Amortization Expense	Misc Income	Net Income	Interest Received Interest Due
UNITED STATES TREASURY 912828XE5	05/31/20	0.00	0.00	0.00 0.00	0.00	0.00	0.00	0.00	5,625.00 0.00
UNITED STATES TREASURY 912828XG0	06/30/22	1,000,000.00	1,750.74	0.00 0.00	0.00	(414.35)	0.00	1,336.39	10,625.00 0.00
UNITED STATES TREASURY 912828XH8	06/30/20	0.00	4,464.29	592.02 0.00	0.00	(206.15)	0.00	4,850.16	0.00 0.00
UNITED STATES TREASURY 912828XU9	06/15/20	0.00	2,868.85	0.00 0.00	129.95	0.00	0.00	2,998.80	37,500.00 0.00
UNITED STATES TREASURY 912828Y20	07/15/21	7,275,000.00	15,739.18	0.00 0.00	1,556.44	0.00	0.00	17,295.63	0.00 0.00
UNITED STATES TREASURY 912828YA2	08/15/22	1,000,000.00	1,236.26	0.00 0.00	83.19	0.00	0.00	1,319.45	0.00 0.00
WALMART INC 931142EG4	06/23/20	0.00	8,534.17	0.00 0.00	47.21	0.00	0.00	8,581.38	69,825.00 0.00
Receivable CCYUSD	06/30/20	2.29	0.00	0.00 0.00	0.00	0.00	0.00	0.00	0.00 0.00
Portfolio Total	01/18/22	136,989,586.11	\$223,075.76	\$628.95 (\$174.86)	\$14,371.23	(\$33,269.54)	\$0.00	\$204,631.54	\$243,533.41 \$2.29

Issuer Identifier	Security Type % of Market Value	Book Yield Market Yield	Duration	S&P Moody's	Effective Maturity Final Maturity	Current Units	Accrued	Book Value Book Value + Accrued	Market Value Market Value + Accrued
Apple Inc.									
Apple Inc. 037833CQ1	CORP 1.85%	1.84% 0.30%	1.06	AA+ Aa1	04/11/22 05/11/22	2,500,000.00	\$7,986.11	\$2,519,864.71 \$2,527,850.82	\$2,588,509.55 \$2,596,495.66
Apple Inc. 037833DV9	CORP 0.66%	0.84% 0.38%	2.83	AA+ Aa1	05/11/23 05/11/23	915,000.00	953.12	912,624.97 913,578.09	924,639.70 925,592.82
Apple Inc.	2.51%	1.58% 0.32%	1.52	AA+ Aa1		3,415,000.00	\$8,939.24	\$3,432,489.67 \$3,441,428.91	\$3,513,149.25 \$3,522,088.48
Caterpillar Financial Services Corporation									
Caterpillar Financial Services Corporation 14913Q3D9	CORP 0.55%	0.64% 0.67%	0.12	A A3	11/12/21 11/12/21	770,000.00	\$678.70	\$770,000.00 \$770,678.70	\$769,761.30 \$770,440.00
Caterpillar Financial Services Corporation	0.55%	0.64% 0.67%	0.12	A A3		770,000.00	\$678.70	\$770,000.00 \$770,678.70	\$769,761.30 \$770,440.00
Chevron Corporation									
Chevron Corporation 166764BG4	CORP 1.08%	3.28% 0.37%	0.48	AA Aa2	04/16/21 05/16/21	1,500,000.00	\$3,937.50	\$1,484,828.22 \$1,488,765.72	\$1,520,614.47 \$1,524,551.97
Chevron Corporation 166764BN9	CORP 1.48%	1.88% 0.31%	0.95	AA Aa2	02/03/22 03/03/22	2,000,000.00	16,375.78	2,019,401.31 2,035,777.09	2,069,405.74 2,085,781.52
Chevron Corporation	2.57%	2.47% 0.33%	0.75	AA Aa2		3,500,000.00	\$20,313.28	\$3,504,229.53 \$3,524,542.80	\$3,590,020.21 \$3,610,333.49
Cisco Systems, Inc.									
Cisco Systems, Inc. 17275RBD3	CORP 0.98%	0.56% 0.35%	0.65	AA- A1	02/28/21 02/28/21	1,350,000.00	\$10,147.50	\$1,364,496.34 \$1,374,643.84	\$1,366,473.48 \$1,376,620.98
Cisco Systems, Inc.	0.98%	0.56% 0.35%	0.65	AA- A1		1,350,000.00	\$10,147.50	\$1,364,496.34 \$1,374,643.84	\$1,366,473.48 \$1,376,620.98
Exxon Mobil Corporation									
Exxon Mobil Corporation 30231GBB7	CORP 0.59%	1.90% 0.43%	2.08	AA Aa1	08/16/22 08/16/22	800,000.00	\$5,706.00	\$800,000.00 \$805,706.00	\$824,935.19 \$830,641.19
Exxon Mobil Corporation	0.59%	1.90% 0.43%	2.08	AA Aa1		800,000.00	\$5,706.00	\$800,000.00 \$805,706.00	\$824,935.19 \$830,641.19
FHLMC									

Issuer Identifier	Security Type % of Market Value	Book Yield Market Yield	Duration	S&P Moody's	Effective Maturity Final Maturity	Current Units	Accrued	Book Value Book Value + Accrued	Market Value Market Value + Accrued
FHLMC 3137EAES4	GSE 2.59%	0.35% 0.30%	2.98	AA+ Aaa	06/26/23 06/26/23	3,645,000.00	\$126.56	\$3,634,404.86 \$3,634,531.42	\$3,639,326.56 \$3,639,453.12
FHLMC	2.59%	0.35% 0.30%	2.98	AA+ Aaa		3,645,000.00	\$126.56	\$3,634,404.86 \$3,634,531.42	\$3,639,326.56 \$3,639,453.12
Federal Farm Credit Banks Funding Corporation									
Federal Farm Credit Banks Funding Corporation 3133ELWD2	GSE 2.14%	0.45% 0.22%	1.76	AA+ Aaa	04/08/22 04/08/22	3,000,000.00	\$2,593.75	\$2,996,067.79 \$2,998,661.54	\$3,008,063.91 \$3,010,657.66
Federal Farm Credit Banks Funding Corporation 3133ELJC9	GSE 2.19%	0.33% 0.25%	1.78	AA+ Aaa	04/21/22 04/21/22	3,000,000.00	9,216.67	3,067,293.81 3,076,510.47	3,072,051.39 3,081,268.06
Federal Farm Credit Banks Funding Corporation 3133EHM9I	GSE 1.04%	0.45% 0.24%	2.28	AA+ Aaa	11/01/22 11/01/22	1,400,000.00	4,853.33	1,453,032.46 1,457,885.79	1,459,894.49 1,464,747.83
Federal Farm Credit Banks Funding Corporation 3133ELNWO	GSE 1.47%	1.45% 0.30%	2.59	AA+ Aaa	02/21/23 02/21/23	2,000,000.00	10,472.22	2,000,158.79 2,010,631.02	2,060,718.72 2,071,190.94
Federal Farm Credit Banks Funding Corporation 3133EJFK0	GSE 1.90%	0.48% 0.30%	2.59	AA+ Aaa	03/08/23 03/08/23	2,500,000.00	20,795.14	2,644,306.52 2,665,101.66	2,657,307.12 2,678,102.26
Federal Farm Credit Banks Funding Corporation	8.75%	0.59% 0.26%	2.15	AA+ Aaa		11,900,000.00	\$47,931.11	\$12,160,859.37 \$12,208,790.48	\$12,258,035.64 \$12,305,966.75
Federal Home Loan Banks									
Federal Home Loan Banks 313378CR0	GSE 1.48%	0.97% 0.30%	1.66	AA+ Aaa	03/11/22 03/11/22	2,000,000.00	\$13,750.00	\$2,042,833.97 \$2,056,583.97	\$2,066,119.02 \$2,079,869.02
Federal Home Loan Banks 3130AJPU7	GSE 4.27%	0.27% 0.23%	1.92	AA+ Aaa	06/03/22 06/03/22	6,000,000.00	791.67	5,998,178.68 5,998,970.35	6,002,022.36 6,002,814.03
Federal Home Loan Banks 313379Q69	GSE 1.33%	0.24% 0.27%	1.91	AA+ Aaa	06/10/22 06/10/22	1,800,000.00	2,231.25	1,865,543.89 1,867,775.14	1,864,671.17 1,866,902.42
Federal Home Loan Banks 313380GJ0	GSE 1.30%	1.57% 0.23%	2.14	AA+ Aaa	09/09/22 09/09/22	1,750,000.00	10,888.89	1,765,983.66 1,776,872.55	1,817,717.90 1,828,606.78
Federal Home Loan Banks 313381BR5	GSE 1.63%	0.71% 0.28%	2.39	AA+ Aaa	12/09/22 12/09/22	2,200,000.00	2,520.83	2,262,094.63 2,264,615.46	2,285,245.64 2,287,766.48
Federal Home Loan Banks 313381BR5	GSE 3.70%	0.28% 0.28%	2.39	AA+ Aaa	12/09/22 12/09/22	5,000,000.00	5,729.17	5,193,374.63 5,199,103.79	5,193,740.10 5,199,469.27

Issuer Identifier	Security Type % of Market Value	Book Yield Market Yield	Duration	S&P Moody's	Effective Maturity Final Maturity	Current Units	Accrued	Book Value Book Value + Accrued	Market Value Market Value + Accrued
Federal Home Loan Banks 3130AJ7E3	GSE 2.94%	0.38% 0.25%	2.58	AA+ Aaa	02/17/23 02/17/23	4,000,000.00	19,861.11	4,103,466.10 4,123,327.21	4,117,676.68 4,137,537.79
Federal Home Loan Banks 313382AXI	GSE 1.50%	1.45% 0.32%	2.61	AA+ Aaa	03/10/23 03/10/23	2,000,000.00	13,104.17	2,035,689.30 2,048,793.46	2,096,925.40 2,110,029.57
Federal Home Loan Banks	18.15%	0.57% 0.26%	2.22	AA+ Aaa		24,750,000.00	\$68,877.08	\$25,267,164.87 \$25,336,041.95	\$25,444,118.27 \$25,512,995.36
Federal National Mortgage Association									
Federal National Mortgage Association 3135G0U27	GSE 2.91%	2.82% 0.17%	0.78	AA+ Aaa	04/13/21 04/13/21	4,000,000.00	\$21,666.67	\$3,990,143.46 \$4,011,810.12	\$4,073,082.28 \$4,094,748.95
Federal National Mortgage Association 31417B7J0	GSE MBS 0.14%	1.34% (3.15%)	0.23	AA+ Aaa	05/06/21 06/01/22	184,067.96	460.17	186,400.11 186,860.28	193,398.30 193,858.47
Federal National Mortgage Association 3135G04Q3	GSE 0.71%	0.32% 0.29%	2.88	AA+ Aaa	05/22/23 05/22/23	1,000,000.00	270.83	998,067.84 998,338.67	998,949.84 999,220.67
Federal National Mortgage Association	3.76%	2.29% 0.07%	1.16	AA+ Aaa		5,184,067.96	\$22,397.67	\$5,174,611.41 \$5,197,009.08	\$5,265,430.42 \$5,287,828.09
First American Funds, Inc. - Treasury Obligations Fund									
First American Funds, Inc. - Treasury Obligations Fund 31846V807	MMFUND 0.40%	0.01% 0.01%	0.00	AAAm Aaa	06/30/20 06/30/20	557,496.43	\$0.00	\$557,496.43 \$557,496.43	\$557,496.43 \$557,496.43
First American Funds, Inc. - Treasury Obligations Fund	0.40%	0.01% 0.01%	0.00	AAAm Aaa		557,496.43	\$0.00	\$557,496.43 \$557,496.43	\$557,496.43 \$557,496.43
Freddie Mac									
Freddie Mac 3137EAEKI	GSE 4.66%	2.01% 0.18%	0.38	AA+ Aaa	11/17/20 11/17/20	6,500,000.00	\$14,895.83	\$6,496,698.40 \$6,511,594.24	\$6,541,813.85 \$6,556,709.68
Freddie Mac 3137AA4W0	GSE MBS 0.54%	2.38% 1.27%	0.49	AA+ Aaa	12/29/20 01/25/21	749,368.39	2,481.66	753,282.60 755,764.26	757,404.99 759,886.65
Freddie Mac 3137EADB2	GSE 0.48%	1.65% 0.20%	1.50	AA+ Aaa	01/13/22 01/13/22	650,000.00	7,204.17	657,112.60 664,316.77	671,669.10 678,873.26
Freddie Mac 3134GVJ66	GSE 1.95%	0.26% 0.30%	1.93	AA+ Aaa	06/08/22 06/08/22	2,750,000.00	439.24	2,749,357.19 2,749,796.43	2,747,268.29 2,747,707.52

Issuer Identifier	Security Type % of Market Value	Book Yield Market Yield	Duration	S&P Moody's	Effective Maturity Final Maturity	Current Units	Accrued	Book Value Book Value + Accrued	Market Value Market Value + Accrued
Freddie Mac 3137B3N95	GSE MBS 0.17%	3.01% 0.49%	1.10	AA+ Aaa	08/08/21 09/25/22	233,651.04	541.10	232,653.93 233,195.02	239,138.50 239,679.60
Freddie Mac 3137B1BS0	GSE MBS 0.74%	2.46% 0.68%	2.22	AA+ Aaa	10/15/22 11/25/22	1,000,000.00	2,091.67	999,767.94 1,001,859.61	1,040,015.20 1,042,106.87
Freddie Mac 3137EAEQ8	GSE 2.50%	0.43% 0.28%	2.79	AA+ Aaa	04/20/23 04/20/23	3,500,000.00	2,588.54	3,494,427.94 3,497,016.48	3,509,549.50 3,512,138.05
Freddie Mac	11.05%	1.39% 0.32%	1.39	AA+ Aaa		15,383,019.43	\$30,242.20	\$15,383,300.60 \$15,413,542.80	\$15,506,859.42 \$15,537,101.62
Johnson & Johnson									
Johnson & Johnson 478160CH5	CORP 0.26%	1.99% 0.24%	0.36	AAA Aaa	11/10/20 11/10/20	360,000.00	\$994.50	\$359,952.15 \$360,946.65	\$362,216.71 \$363,211.21
Johnson & Johnson	0.26%	1.99% 0.24%	0.36	AAA Aaa		360,000.00	\$994.50	\$359,952.15 \$360,946.65	\$362,216.71 \$363,211.21
Microsoft Corporation									
Microsoft Corporation 594918BW3	CORP 0.74%	1.58% 0.29%	0.90	AAA Aaa	01/06/22 02/06/22	1,000,000.00	\$9,666.67	\$1,012,279.76 \$1,021,946.42	\$1,031,909.66 \$1,041,576.33
Microsoft Corporation	0.74%	1.58% 0.29%	0.90	AAA Aaa		1,000,000.00	\$9,666.67	\$1,012,279.76 \$1,021,946.42	\$1,031,909.66 \$1,041,576.33
Pfizer Inc.									
Pfizer Inc. 717081DZ3	CORP 0.73%	1.81% 0.49%	1.44	AA- A1	12/15/21 12/15/21	1,000,000.00	\$977.78	\$1,005,504.15 \$1,006,481.92	\$1,024,768.37 \$1,025,746.15
Pfizer Inc.	0.73%	1.81% 0.49%	1.44	AA- A1		1,000,000.00	\$977.78	\$1,005,504.15 \$1,006,481.92	\$1,024,768.37 \$1,025,746.15
Toyota Motor Credit Corporation									
Toyota Motor Credit Corporation 89236TEU5	CORP 1.20%	2.96% 0.48%	0.78	A+ A1	04/13/21 04/13/21	1,650,000.00	\$10,546.25	\$1,649,822.03 \$1,660,368.28	\$1,681,937.81 \$1,692,484.06
Toyota Motor Credit Corporation	1.20%	2.96% 0.48%	0.78	A+ A1		1,650,000.00	\$10,546.25	\$1,649,822.03 \$1,660,368.28	\$1,681,937.81 \$1,692,484.06
U.S. Bancorp									
U.S. Bancorp 91159HHC7	CORP 0.94%	1.96% 0.32%	0.96	A+ A1	02/15/22 03/15/22	1,250,000.00	\$11,041.67	\$1,270,614.38 \$1,281,656.05	\$1,304,260.32 \$1,315,301.99

Issuer Identifier	Security Type % of Market Value	Book Yield Market Yield	Duration	S&P Moody's	Effective Maturity Final Maturity	Current Units	Accrued	Book Value Book Value + Accrued	Market Value Market Value + Accrued
U.S. Bancorp	0.94%	1.96% 0.32%	0.96	A+ AI		1,250,000.00	\$11,041.67	\$1,270,614.38 \$1,281,656.05	\$1,304,260.32 \$1,315,301.99
United States Department of The Treasury									
United States Department of The Treasury 9128282V1	US GOV 1.07%	1.53% 0.20%	0.21	AA+ Aaa	09/15/20 09/15/20	1,500,000.00	\$6,052.99	\$1,499,529.74 \$1,505,582.73	\$1,503,699.00 \$1,509,751.99
United States Department of The Treasury 912828VZ0	US GOV 1.78%	1.92% 0.20%	0.25	AA+ Aaa	09/30/20 09/30/20	2,475,000.00	12,442.62	2,475,509.08 2,487,951.71	2,486,189.48 2,498,632.10
United States Department of The Treasury 912828WC0	US GOV 0.72%	1.59% 0.20%	0.33	AA+ Aaa	10/31/20 10/31/20	1,000,000.00	2,948.37	1,000,522.01 1,003,470.38	1,005,167.00 1,008,115.37
United States Department of The Treasury 912828PC8	US GOV 2.88%	2.73% 0.23%	0.37	AA+ Aaa	11/15/20 11/15/20	4,000,000.00	13,410.33	3,998,429.36 4,011,839.68	4,035,936.00 4,049,346.33
United States Department of The Treasury 912828A42	US GOV 0.52%	1.99% 0.24%	0.42	AA+ Aaa	11/30/20 11/30/20	725,000.00	1,228.14	725,037.76 726,265.91	730,324.40 731,552.54
United States Department of The Treasury 9128283X6	US GOV 2.47%	2.51% 0.19%	0.62	AA+ Aaa	02/15/21 02/15/21	3,400,000.00	28,792.58	3,394,505.41 3,423,297.99	3,443,829.40 3,472,621.98
United States Department of The Treasury 9128284B3	US GOV 2.78%	2.49% 0.20%	0.70	AA+ Aaa	03/15/21 03/15/21	3,825,000.00	26,660.67	3,821,944.47 3,848,605.13	3,884,019.75 3,910,680.42
United States Department of The Treasury 9128284G2	US GOV 3.64%	2.53% 0.19%	0.79	AA+ Aaa	04/15/21 04/15/21	5,000,000.00	24,982.92	4,994,174.74 5,019,157.67	5,086,330.00 5,111,312.92
United States Department of The Treasury 912828Y20	US GOV 5.37%	2.90% 0.19%	1.02	AA+ Aaa	07/15/21 07/15/21	7,275,000.00	88,139.42	7,254,976.66 7,343,116.08	7,459,435.80 7,547,575.22
United States Department of The Treasury 912828RC6	US GOV 5.40%	2.90% 0.19%	1.11	AA+ Aaa	08/15/21 08/15/21	7,375,000.00	58,984.80	7,312,505.85 7,371,490.65	7,535,177.62 7,594,162.43
United States Department of The Treasury 912828F21	US GOV 3.52%	2.69% 0.19%	1.23	AA+ Aaa	09/30/21 09/30/21	4,800,000.00	25,639.34	4,767,116.87 4,792,756.22	4,916,251.20 4,941,890.54
United States Department of The Treasury 912828F96	US GOV 1.01%	1.60% 0.17%	1.32	AA+ Aaa	10/31/21 10/31/21	1,375,000.00	4,633.15	1,382,285.45 1,386,918.61	1,408,515.62 1,413,148.78

Issuer Identifier	Security Type % of Market Value	Book Yield Market Yield	Duration	S&P Moody's	Effective Maturity Final Maturity	Current Units	Accrued	Book Value Book Value + Accrued	Market Value Market Value + Accrued
United States Department of The Treasury 9128285L0	US GOV 3.48%	2.70% 0.19%	1.35	AA+ Aaa	11/15/21 11/15/21	4,700,000.00	17,257.81	4,711,098.84 4,728,356.65	4,873,495.80 4,890,753.61
United States Department of The Treasury 912828J76	US GOV 1.47%	1.61% 0.18%	1.72	AA+ Aaa	03/31/22 03/31/22	2,000,000.00	8,797.81	2,004,968.66 2,013,766.47	2,055,000.00 2,063,797.81
United States Department of The Treasury 912828SV3	US GOV 1.47%	1.61% 0.17%	1.85	AA+ Aaa	05/15/22 05/15/22	2,000,000.00	4,470.11	2,005,220.69 2,009,690.80	2,059,062.00 2,063,532.11
United States Department of The Treasury 912828XD7	US GOV 1.16%	1.63% 0.17%	1.89	AA+ Aaa	05/31/22 05/31/22	1,575,000.00	2,501.28	1,582,346.42 1,584,847.70	1,626,310.35 1,628,811.63
United States Department of The Treasury 912828XG0	US GOV 0.74%	1.60% 0.17%	1.97	AA+ Aaa	06/30/22 06/30/22	1,000,000.00	57.74	1,010,245.05 1,010,302.79	1,039,062.00 1,039,119.74
United States Department of The Treasury 912828TJ9	US GOV 0.81%	1.55% 0.17%	2.09	AA+ Aaa	08/15/22 08/15/22	1,100,000.00	6,727.68	1,101,607.62 1,108,335.30	1,133,944.90 1,140,672.58
United States Department of The Treasury 912828YA2	US GOV 0.74%	1.61% 0.17%	2.09	AA+ Aaa	08/15/22 08/15/22	1,000,000.00	5,645.60	997,815.74 1,003,461.34	1,028,281.00 1,033,926.60
United States Department of The Treasury 9128282S8	US GOV 2.21%	1.59% 0.17%	2.13	AA+ Aaa	08/31/22 08/31/22	3,000,000.00	16,294.16	3,001,934.73 3,018,228.88	3,094,218.00 3,110,512.16
United States Department of The Treasury 9128283U2	US GOV 1.02%	1.67% 0.18%	2.50	AA+ Aaa	01/31/23 01/31/23	1,350,000.00	13,388.74	1,374,015.90 1,387,404.63	1,426,412.70 1,439,801.44
United States Department of The Treasury	44.24%	2.36% 0.19%	1.13	AA+ Aaa		60,475,000.00	\$369,056.28	\$60,415,791.05 \$60,784,847.33	\$61,830,662.02 \$62,199,718.31
Portfolio Total	100.00%	1.65% 0.24%	1.48	AA+ Aaa	01/14/22 01/18/22	136,989,583.82	\$617,642.49	\$137,763,016.58 \$138,380,659.06	\$139,971,361.08 \$140,589,003.56

Portfolio Activity Summary

06/01/2020 to 06/30/2020

Description Identifier	Security Type Final Maturity	Beginning Original Cost Beginning Market Value Beginning Book Value	Purchases Purchased Accrued	Sales Disposed Accrued	Maturities Paydowns	Interest Received Transfers	Realized Gain/Loss Unrealized Gain/Loss	Ending Original Cost Ending Market Value Ending Book Value
Receivable CCYUSD	CASH 06/30/20	\$777,642.82 \$777,642.82 \$777,642.82	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$2.29 \$2.29 \$2.29
FIRST AMER:TRS OBG Y 31846V807	MMFUND 06/30/20	313,658.49 313,658.49 313,658.49	15,170,025.22 0.00	(14,926,187.28) 0.00	0.00 0.00	2.20 0.00	(0.00) 0.00	557,496.43 557,496.43 557,496.43
AMERICAN HONDA FINANCE CORP 02665WCH2	CORP 06/16/20	1,223,346.25 1,226,092.97 1,226,092.97	0.00 0.00	0.00 0.00	(1,225,000.00) 0.00	18,375.00 0.00	0.00 0.00	0.00 0.00 0.00
WALMART INC 931142EG4	CORP 06/23/20	4,898,481.00 4,908,311.43 4,908,311.43	0.00 0.00	0.00 0.00	(4,900,000.00) 0.00	69,825.00 0.00	0.00 0.00	0.00 0.00 0.00
JOHNSON & JOHNSON 478160CH5	CORP 11/10/20	359,614.80 362,721.59 362,721.59	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 2,264.56	359,614.80 362,216.71 359,952.15
CISCO SYSTEMS INC 17275RBD3	CORP 02/28/21	1,367,914.50 1,367,838.83 1,367,838.83	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 1,977.15	1,367,914.50 1,366,473.48 1,364,496.34
TOYOTA MOTOR CREDIT CORP 89236TEU5	CORP 04/13/21	1,649,340.00 1,683,128.29 1,683,128.29	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 32,115.79	1,649,340.00 1,681,937.81 1,649,822.03
CHEVRON CORP 166764BG4	CORP 05/16/21	1,457,280.00 1,522,543.23 1,522,543.23	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 35,786.25	1,457,280.00 1,520,614.47 1,484,828.22
CATERPILLAR FINANCIAL SERVICES CORP 14913Q3D9	CORP 11/12/21	770,000.00 765,490.43 765,490.43	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (238.70)	770,000.00 769,761.30 770,000.00
PFIZER INC 717081DZ3	CORP 12/15/21	1,007,980.00 1,032,351.53 1,032,351.53	0.00 0.00	0.00 0.00	0.00 0.00	11,000.00 0.00	0.00 19,264.22	1,007,980.00 1,024,768.37 1,005,504.15
MICROSOFT CORP 594918BW3	CORP 02/06/22	1,015,460.18 1,034,157.00 1,034,157.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 19,629.90	1,015,460.18 1,031,909.66 1,012,279.76
CHEVRON CORP 166764BN9	CORP 03/03/22	2,027,320.00 2,069,717.62 2,069,717.62	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 50,004.43	2,027,320.00 2,069,405.74 2,019,401.31
U.S. BANCORP 91159HHC7	CORP 03/15/22	1,279,387.50 1,303,546.18 1,303,546.18	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 33,645.94	1,279,387.50 1,304,260.32 1,270,614.38
APPLE INC 037833CQ1	CORP 05/11/22	2,526,750.00 2,594,731.70 2,594,731.70	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 68,644.84	2,526,750.00 2,588,509.55 2,519,864.71

Portfolio Activity Summary

06/01/2020 to 06/30/2020

Item 9.

Description Identifier	Security Type Final Maturity	Beginning Original Cost Beginning Market Value Beginning Book Value	Purchases Purchased Accrued	Sales Disposed Accrued	Maturities Paydowns	Interest Received Transfers	Realized Gain/Loss Unrealized Gain/Loss	Ending Original Cost Ending Market Value Ending Book Value
EXXON MOBIL CORP 30231GBB7	CORP 08/16/22	800,000.00 825,013.50 825,013.50	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 24,935.19	800,000.00 824,935.19 800,000.00
APPLE INC 037833DV9	CORP 05/11/23	912,511.20 923,427.08 923,427.08	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 12,014.73	912,511.20 924,639.70 912,624.97
FEDERAL HOME LOAN BANKS 313383HU8	GSE 06/12/20	2,663,356.00 2,651,319.62 2,651,319.62	0.00 0.00	0.00 0.00	(2,650,000.00) 0.00	23,187.50 0.00	0.00 0.00	0.00 0.00 0.00
FEDERAL HOME LOAN MORTGAGE CORP 3137EAEK1	GSE 11/17/20	6,474,845.00 6,550,084.71 6,550,084.71	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 45,115.45	6,474,845.00 6,541,813.85 6,496,698.40
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135GOU27	GSE 04/13/21	3,966,800.00 4,079,790.32 4,079,790.32	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 82,938.82	3,966,800.00 4,073,082.28 3,990,143.46
FEDERAL HOME LOAN MORTGAGE CORP 3137EADB2	GSE 01/13/22	659,932.00 672,856.67 672,856.67	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 14,556.49	659,932.00 671,669.10 657,112.60
FEDERAL HOME LOAN BANKS 313378CR0	GSE 03/11/22	2,050,940.00 2,071,062.50 2,071,062.50	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 23,285.05	2,050,940.00 2,066,119.02 2,042,833.97
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133ELWD2	GSE 04/08/22	2,995,560.00 3,007,256.13 3,007,256.13	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 11,996.12	2,995,560.00 3,008,063.91 2,996,067.79
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133ELJC9	GSE 04/21/22	3,074,400.00 3,074,804.01 3,074,804.01	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 4,757.58	3,074,400.00 3,072,051.39 3,067,293.81
FEDERAL HOME LOAN BANKS 3130AJPU7	GSE 06/03/22	0.00 0.00 0.00	5,998,140.00 (166.67)	0.00 0.00	0.00 0.00	0.00 0.00	0.00 3,843.68	5,998,140.00 6,002,022.36 5,998,178.68
FEDERAL HOME LOAN MORTGAGE CORP 3134GVJ66	GSE 06/08/22	0.00 0.00 0.00	2,749,340.00 (76.39)	0.00 0.00	0.00 0.00	0.00 0.00	0.00 (2,088.90)	2,749,340.00 2,747,268.29 2,749,357.19
FEDERAL HOME LOAN BANKS 313379Q69	GSE 06/10/22	1,870,092.00 1,868,196.04 1,868,196.04	0.00 0.00	0.00 0.00	0.00 0.00	19,125.00 0.00	0.00 (872.72)	1,870,092.00 1,864,671.17 1,865,543.89
FEDERAL HOME LOAN BANKS 313380GJ0	GSE 09/09/22	1,771,700.00 1,818,268.36 1,818,268.36	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 51,734.23	1,771,700.00 1,817,717.90 1,765,983.66
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133EHM91	GSE 11/01/22	1,458,660.00 1,461,492.26 1,461,492.26	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 6,862.04	1,458,660.00 1,459,894.49 1,453,032.46

Portfolio Activity Summary

06/01/2020 to 06/30/2020

Item 9.

Description Identifier	Security Type Final Maturity	Beginning Original Cost Beginning Market Value Beginning Book Value	Purchases Purchased Accrued	Sales Disposed Accrued	Maturities Paydowns	Interest Received Transfers	Realized Gain/Loss Unrealized Gain/Loss	Ending Original Cost Ending Market Value Ending Book Value
FEDERAL HOME LOAN BANKS 313381BRS	GSE 12/09/22	2,270,114.00 2,287,917.74 2,287,917.74	0.00 0.00	0.00 0.00	0.00 0.00	20,625.00 0.00	0.00 23,151.01	2,270,114.00 2,285,245.64 2,262,094.63
FEDERAL HOME LOAN BANKS 313381BRS	GSE 12/09/22	0.00 0.00 0.00	5,195,100.00 (3,645.83)	0.00 0.00	0.00 0.00	0.00 0.00	0.00 365.47	5,195,100.00 5,193,740.10 5,193,374.63
FEDERAL HOME LOAN BANKS 3130AJ7E3	GSE 02/17/23	4,110,840.00 4,119,928.20 4,119,928.20	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 14,210.58	4,110,840.00 4,117,676.68 4,103,466.10
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133ELNW0	GSE 02/21/23	2,000,180.00 2,064,156.84 2,064,156.84	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 60,559.93	2,000,180.00 2,060,718.72 2,000,158.79
FEDERAL FARM CREDIT BANKS FUNDING CORP 3133EJFK0	GSE 03/08/23	2,657,600.00 2,664,235.15 2,664,235.15	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 13,000.60	2,657,600.00 2,657,307.12 2,644,306.52
FEDERAL HOME LOAN BANKS 313382AX1	GSE 03/10/23	2,040,460.00 2,103,551.64 2,103,551.64	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 61,236.10	2,040,460.00 2,096,925.40 2,035,689.30
FEDERAL HOME LOAN MORTGAGE CORP 3137EAEQ8	GSE 04/20/23	3,494,050.00 3,508,884.68 3,508,884.68	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 15,121.57	3,494,050.00 3,509,549.50 3,494,427.94
FEDERAL NATIONAL MORTGAGE ASSOCIATION 3135G04Q3	GSE 05/22/23	0.00 0.00 0.00	998,017.00 (76.39)	0.00 0.00	0.00 0.00	0.00 0.00	0.00 882.00	998,017.00 998,949.84 998,067.84
FEDERAL HOME LOAN MORTGAGE CORP 3137EAES4	GSE 06/26/23	0.00 0.00 0.00	3,634,356.60 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 4,921.70	3,634,356.60 3,639,326.56 3,634,404.86
FHMS K-013 A2 3137AA4W0	GSE MBS 01/25/21	764,179.69 759,365.85 759,365.85	0.00 0.00	0.00 0.00	0.00 (631.61)	2,483.75 0.00	(3.84) 4,122.39	763,536.14 757,404.99 753,282.60
FN AB5396 31417B7J0	GSE MBS 06/01/22	207,537.76 207,379.85 207,379.85	0.00 0.00	0.00 0.00	0.00 (12,708.58)	491.94 0.00	(171.02) 6,998.19	194,134.18 193,398.30 186,400.11
FHMS K-030 A1 3137B3N95	GSE MBS 09/25/22	240,591.36 247,794.61 247,794.61	0.00 0.00	0.00 0.00	0.00 (8,472.50)	560.72 0.00	36.94 6,484.57	232,172.47 239,138.50 232,653.93
FHMS K-026 A2 3137B1BS0	GSE MBS 11/25/22	1,000,429.69 1,039,352.00 1,039,352.00	0.00 0.00	0.00 0.00	0.00 0.00	2,091.67 0.00	0.00 40,247.26	1,000,429.69 1,040,015.20 999,767.94
UNITED STATES TREASURY 912828XE5	US GOV 05/31/20	0.00 0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	5,625.00 0.00	0.00 0.00	0.00 0.00 0.00

Portfolio Activity Summary

06/01/2020 to 06/30/2020

Description Identifier	Security Type Final Maturity	Beginning Original Cost Beginning Market Value Beginning Book Value	Purchases Purchased Accrued	Sales Disposed Accrued	Maturities Paydowns	Interest Received Transfers	Realized Gain/Loss Unrealized Gain/Loss	Ending Original Cost Ending Market Value Ending Book Value
UNITED STATES TREASURY 912828XU9	US GOV 06/15/20	4,990,234.40 5,002,655.00 5,002,655.00	0.00 0.00	0.00 0.00	(5,000,000.00) 0.00	37,500.00 0.00	0.00 0.00	0.00 0.00 0.00
UNITED STATES TREASURY 912828XH8	US GOV 06/30/20	4,008,906.24 4,004,824.00 4,004,824.00	0.00 0.00	(4,000,625.00) (31,785.72)	0.00 0.00	0.00 0.00	592.02 0.00	0.00 0.00 0.00
UNITED STATES TREASURY 9128282V1	US GOV 09/15/20	1,493,320.32 1,504,980.00 1,504,980.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 4,169.26	1,493,320.32 1,503,699.00 1,499,529.74
UNITED STATES TREASURY 912828VZ0	US GOV 09/30/20	2,480,607.44 2,489,696.55 2,489,696.55	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 10,680.39	2,480,607.44 2,486,189.48 2,475,509.08
UNITED STATES TREASURY 912828WC0	US GOV 10/31/20	1,007,578.12 1,006,367.00 1,006,367.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 4,644.99	1,007,578.12 1,005,167.00 1,000,522.01
UNITED STATES TREASURY 912828PC8	US GOV 11/15/20	3,990,468.76 4,044,220.00 4,044,220.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 37,506.64	3,990,468.76 4,035,936.00 3,998,429.36
UNITED STATES TREASURY 912828A42	US GOV 11/30/20	725,254.88 731,541.68 731,541.68	0.00 0.00	0.00 0.00	0.00 0.00	7,250.00 0.00	0.00 5,286.64	725,254.88 730,324.40 725,037.76
UNITED STATES TREASURY 9128283X6	US GOV 02/15/21	3,375,695.30 3,449,405.40 3,449,405.40	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 49,323.99	3,375,695.30 3,443,829.40 3,394,505.41
UNITED STATES TREASURY 9128284B3	US GOV 03/15/21	3,812,449.22 3,890,744.10 3,890,744.10	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 62,075.28	3,812,449.22 3,884,019.75 3,821,944.47
UNITED STATES TREASURY 9128284G2	US GOV 04/15/21	4,978,515.65 5,094,530.00 5,094,530.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 92,155.26	4,978,515.65 5,086,330.00 4,994,174.74
UNITED STATES TREASURY 912828Y20	US GOV 07/15/21	7,222,142.61 7,472,217.98 7,472,217.98	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 204,459.14	7,222,142.61 7,459,435.80 7,254,976.66
UNITED STATES TREASURY 912828RC6	US GOV 08/15/21	7,218,281.25 7,545,259.25 7,545,259.25	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 222,671.78	7,218,281.25 7,535,177.62 7,312,505.85
UNITED STATES TREASURY 912828F21	US GOV 09/30/21	4,728,187.49 4,923,748.80 4,923,748.80	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 149,134.33	4,728,187.49 4,916,251.20 4,767,116.87
UNITED STATES TREASURY 912828F96	US GOV 10/31/21	1,384,829.11 1,410,395.25 1,410,395.25	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 26,230.17	1,384,829.11 1,408,515.62 1,382,285.45

Portfolio Activity Summary

06/01/2020 to 06/30/2020

Description Identifier	Security Type Final Maturity	Beginning Original Cost Beginning Market Value Beginning Book Value	Purchases Purchased Accrued	Sales Disposed Accrued	Maturities Paydowns	Interest Received Transfers	Realized Gain/Loss Unrealized Gain/Loss	Ending Original Cost Ending Market Value Ending Book Value
UNITED STATES TREASURY 9128285L0	US GOV 11/15/21	4,722,949.22 4,883,779.40 4,883,779.40	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 162,396.96	4,722,949.22 4,873,495.80 4,711,098.84
UNITED STATES TREASURY 912828J76	US GOV 03/31/22	2,006,562.50 2,057,578.00 2,057,578.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 50,031.34	2,006,562.50 2,055,000.00 2,004,968.66
UNITED STATES TREASURY 912828SV3	US GOV 05/15/22	2,006,796.88 2,061,562.00 2,061,562.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 53,841.31	2,006,796.88 2,059,062.00 2,005,220.69
UNITED STATES TREASURY 912828XD7	US GOV 05/31/22	1,584,843.75 1,628,524.80 1,628,524.80	0.00 0.00	0.00 0.00	0.00 0.00	14,765.63 0.00	0.00 43,963.93	1,584,843.75 1,626,310.35 1,582,346.42
UNITED STATES TREASURY 912828XG0	US GOV 06/30/22	1,013,242.19 1,040,703.00 1,040,703.00	0.00 0.00	0.00 0.00	0.00 0.00	10,625.00 0.00	0.00 28,816.95	1,013,242.19 1,039,062.00 1,010,245.05
UNITED STATES TREASURY 912828YA2	US GOV 08/15/22	997,304.69 1,029,219.00 1,029,219.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 30,465.26	997,304.69 1,028,281.00 997,815.74
UNITED STATES TREASURY 912828TJ9	US GOV 08/15/22	1,101,933.59 1,135,191.20 1,135,191.20	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 32,337.28	1,101,933.59 1,133,944.90 1,101,607.62
UNITED STATES TREASURY 9128282S8	US GOV 08/31/22	3,002,578.14 3,097,500.00 3,097,500.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 92,283.27	3,002,578.14 3,094,218.00 3,001,934.73
UNITED STATES TREASURY 9128283U2	US GOV 01/31/23	1,378,898.44 1,428,574.05 1,428,574.05	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 52,396.80	1,378,898.44 1,426,412.70 1,374,015.90
Portfolio Total		\$137,390,534.43 \$139,901,286.33 \$137,537,749.77	\$33,744,978.82 (\$3,965.28)	(\$18,926,812.28) (\$31,785.72)	(\$13,775,000.00) (\$21,812.69)	\$243,533.41 \$0.00	\$454.09 \$2,208,344.50	\$137,624,895.52 \$139,971,363.37 \$137,763,018.87

This information is for the sole purposes of the client and is not intended to provide specific advice or recommendations. Please review the contents of this information carefully. Should you have any questions regarding the information presented, calculation methodology, investment portfolio, security detail, or any other facet of this information, please feel free to contact us.

Public Trust Advisors, LLC (Public Trust) statements and reports are intended to detail our investment advisory activity as well as the activity of any client accounts managed by Public Trust. The custodian bank maintains the control of assets and executes and settles all investment transactions. The custodian statement is the official record of security and cash holdings transactions. Public Trust recognizes that clients may use these reports to facilitate record keeping; therefore, it is recommended that the client reconcile this information with their custodian bank statement. Many custodians use a settlement date basis that may result in the need to reconcile due to a timing difference. The underlying market value, amortized cost, and accrued interest may differ between the custodian and this statement or report. This can be attributable to differences in calculation methodologies and pricing sources used. Please contact your relationship manager or call us at (855) 395-3954 with questions regarding your account.

Public Trust does not have the authority to withdraw funds from or deposit funds to the custodian. Our clients retain responsibility for their internal accounting policies, implementing and enforcing internal controls, and generating ledger entries or otherwise recording transactions. The total market value represents prices obtained from various sources; it may be impacted by the frequency at which prices are reported, and such prices are not guaranteed. Prices received from pricing vendors are generally based on current market quotes but when such quotes are not available, the pricing vendors use a variety of techniques to estimate value. These estimates, particularly for fixed-income securities, may be based on certain minimum principal amounts (e.g. \$1 million) and may not reflect all the factors that affect the value of the security including liquidity risk. The prices provided are not firm bids or offers. Certain securities may reflect N/A or unavailable where the price for such security is generally not available from a pricing source. The market value of a security, including those priced at par value, may differ from its purchase price and may not closely reflect the value at which the security may be sold or purchased based on various market factors. The securities in this investment portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by Public Trust, the FDIC (except for certain non-negotiable certificates of deposit), or any government agency unless specifically stated otherwise.

Clients may be permitted to establish one or more unmanaged accounts for the purposes of client reporting. Public Trust defines an unmanaged account as one where the investment direction remains the sole responsibility of the client rather than the Investment Manager. These accounts do not receive ongoing supervision and monitoring services. The Investment Manager does not make any investment recommendations and may not charge a fee for reporting on these accounts. The primary purpose for this service is to include unmanaged accounts owned by the client in the performance reports provided by the Investment Manager. The Investment Manager assumes no liability for the underlying performance of any unmanaged accounts or assets, and it is the client's sole responsibility for the accuracy or correctness of any such performance.

Beginning and ending balances are based on market value plus accrued interest on a trade date basis. Statements and reports made available to the end user either from Public Trust or through the online reporting platform may present information and portfolio analytics using various optional methods including, but not limited to, historical cost, amortized cost, and market value. All information is assumed to be correct, but the accuracy has not been confirmed and therefore is not guaranteed to be correct. Information is obtained from third party sources that may or may not be verified. The data in this report is unaudited and is only applicable for the date denoted on the report. Market values may change day-to-day based on numerous circumstances such as trading volume, news released about the underlying issuer, issuer performance, etc. Underlying market values may be priced via numerous aspects as certain securities are short term in nature and not readily traded. Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings.

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.

The investment advisor providing these services is Public Trust Advisors, LLC, an investment adviser registered with the U.S. Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. Public Trust is required to maintain a written disclosure brochure of our background and business experience. If you would like to receive a copy of our current disclosure brochure, Privacy Policy, or Code of Ethics, please contact us.



Contact

Regional Office
201 E. Pine Street, Suite 750
Orlando, FL 32801

Headquarters
717 17th Street, Suite 1850
Denver, CO 80202



Appendix F

INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (the “**Agreement**”) is entered into as of the ____ day of _____, 2020 (the “**Effective Date**”), by and between Public Trust Advisors, LLC, a Colorado limited liability company qualified to do business in California as PT Advisors, LLC (“**Public Trust**” or the “**Investment Manager**”) and _____ (the “**Client**”).

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, Investment Manager and Client agree as follows:

1. Appointment as Investment Manager.

Client appoints Investment Manager, and Investment Manager accepts such appointment, to act as exclusive investment adviser with respect to the assets placed by Client under Investment Manager’s supervision (collectively, the “**Account**” or “**Accounts**”).

2. Investment Manager Services.

(a) Subject to and in compliance with the Investment Policy Statement (as defined in Section 3), Investment Manager, commencing on the Effective Date, shall have **full discretionary authority** to invest, reinvest or otherwise manage the assets in the Account(s), including, without limiting the generality of the foregoing, the authority to direct the Designated Custodians (as defined in Section 4(a)) to deliver funds or securities for the purpose of effecting transactions. Except as set forth in (c) below, Investment Manager shall not provide, or otherwise be responsible for, the maintenance of books and records, reporting, audit, tax or other general administrative services with respect to the Account.

OR

(a) Subject to and in compliance with the Investment Policy Statement (as defined in Section 3), Investment Manager, commencing on the Effective Date, shall, on a **non-discretionary basis**, direct and make recommendations regarding the assets in the Account but will only purchase or sell securities related to its recommendations upon Client’s specific request and with Client’s prior written consent. Notwithstanding the foregoing, upon Investment Manager’s receipt of written specific instruction by Client, Investment Manager shall, have full discretionary authority to invest, reinvest or otherwise manage all the assets in the Account following such notice, including, without limiting the generality of the foregoing, the authority to direct the Designated Custodians (as defined in Section 4(a)) to deliver funds or securities for the purpose of effecting transactions. The parties agree that following Client’s notice, this Agreement shall be considered to grant Investment Manager full discretionary authority over the Account for the remainder of the term of this Agreement.

(b) In furtherance of this Agreement, including but not limited to Section 2(a) above, and except for the express limitations contained herein and in the Investment Policy Statement, Client hereby designates and appoints Public Trust as Client’s investment manager for the term of this Agreement.

(c) Investment Manager shall provide Client with a monthly report detailing transactions for the period and an inventory of the investments in the Account(s). Investment Manager may, in lieu of providing Client with a physical monthly report, provide such Client with secure online access to Client's Account(s) containing applicable transactions, investments, and associated reporting for the period(s).

(d) Investment Manager does not assume responsibility for the accuracy of the information provided by Client.

(e) Unless Investment Manager otherwise agrees in writing, Investment Manager will not advise or take any action on behalf of Client in any legal proceedings, including bankruptcies or class actions, involving securities held in, or formerly held in, Client's Account or the issuers of such securities.

(f) To the extent that any securities in the Account have voting rights, Client shall have the option at its sole discretion to vote proxies with respect to the Account's assets, and Investment Manager shall not have authority to vote such proxies.

(g) Investment Manager may from time to time utilize the services of a third party in a sub-advisory capacity to provide certain services to Client, including, but not limited to, arbitrage rebate compliance services. In these cases, Investment Manager will obtain written permission from Client regarding the use of any such sub-adviser. Investment Manager will continually monitor the services provided by the sub-adviser.

(h) Occasionally, upon request, Investment Manager may maintain Unmanaged Accounts or External Assets for Client in its portfolio accounting system for reporting purposes. Investment Manager defines an "Unmanaged Account" or "External Asset" as one where the investment direction remains the sole responsibility of the Client rather than the Investment Manager. Unmanaged Accounts or External Assets do not receive ongoing supervision and monitoring services Investment Manager does not make any investment recommendations and may not charge a fee for reporting on Unmanaged Accounts or External Assets. The primary purpose for this service is to include Unmanaged Accounts or External Assets owned by Client in the performance reports provided by Investment Manager. Investment Manager assumes no liability for the underlying performance of any Unmanaged Account or External Assets and it is the Client's sole responsibility for the accuracy or correctness of any such performance. Any Unmanaged Account or External Asset or assets may or may not be discernable on the Client statement or report.

3. Investment Guidelines, Investment Policy Statement.

Investment Manager agrees to manage Client's assets within the Account(s) in accordance with Client's written investment guidelines and restrictions for the management of the Account(s) (the "**Investment Policy Statement**"). Investment Manager shall make investment decisions in accordance, and consistent with, the Investment Policy Statement. Investments described above may be in cash or securities. The Investment Policy Statement applies only to the assets in the Account(s) being managed by Investment Manager. To the extent that Investment Manager is managing a portion of Client's account strategy (partial portfolio), Client shall provide Investment Manager with prompt written notice and documentation of such determination to allow for Investment Manager's initial and ongoing securities review compliance with Client's Investment Policy Statement. Investment Manager will use its best efforts to obtain the most favorable execution and price in connection with the purchase and sale of any inherited securities. Prior to the first trade of the Account(s), Investment Manager, after due diligence review of any inherited securities, reserves the right to liquidate or decline to accept any inherited security(ies) that

is not consistent with Client's Investment Policy Statement or Investment Manager's review of best execution. Client may provide Investment Manager an amended Investment Policy Statement at any time, and Investment Manager shall implement such amended Investment Policy Statement as soon as practicable. Notwithstanding the preceding, in no event will Investment Manager follow any provision of the Investment Policy Statement or any provision of this Agreement that Investment Manager determines would contravene any applicable law, rule, or regulation of any governmental authority or securities exchange to which it is subject; provided that Investment Manager shall give Client prompt written notice of such determination.

4. Custody of Assets.

(a) Investment Manager shall not have authority to hold or have custody or have possession of any cash, securities or other properties of Client or assets of the Account ("**Assets**") or cause a Designated Custodian (as defined below) to deliver Assets or pay cash to Investment Manager, other than with respect to Investment Manager directly billing the Account for the fee payable to Investment Manager under this Agreement in accordance with the Investment Advisers Act of 1940, as amended (the "**Advisers Act**") and Rule 206(4)-2 thereunder or other applicable law. Client shall, through written notice provided in accordance with this Agreement, designate a custodian(s) (the "**Designated Custodians**") which will be a "qualified custodian" under Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended (the "**Advisers Act**"). The parties agree that the Designated Custodians shall have the sole responsibility to consummate and settle all purchases, sales, deliveries, receipts and other transactions made with respect to the Account, the collection of all income (including, but not limited to, interest and dividends) and the acquisition and safekeeping of the Assets, securities, funds, and other properties comprising the Account. Client agrees not to grant the Investment Manager any additional rights or access to the Account except as specifically set forth in this Agreement.

(b) Client agrees to promptly furnish, or to cause the Designated Custodians to promptly furnish, to Investment Manager, all data and information Investment Manager may reasonably request to complete the set up and render the services described in this Agreement. Client acknowledges that it receives custodial statements at least quarterly from the Designated Custodians indicating the amount of funds and each Asset in the Account at the end of reporting period (which shall be no less frequently than quarterly) and sets forth all transactions of the Account during such period. Client acknowledges it has been advised to reconcile the report from Investment Manager with the statement from Designated Custodians and notify Investment Manager immediately if there are any discrepancies.

(c) Client shall instruct the Designated Custodians to (i) carry out all transactions directed, in writing or electronically, by Investment Manager, (ii) confirm, in writing or electronically, all completed transactions to Investment Manager, and (iii) cooperate with Investment Manager in its performance under this Agreement.

(d) Investment Manager shall instruct all brokers and dealers executing orders on behalf of the Account (i) to forward to the Designated Custodians and Client copies of all confirmations promptly after execution of transactions, and (ii) that all transactions must be completed using delivery vs. payment (DVP).

(e) Client will provide Investment Manager with a certificate certifying the names and specimen signatures of the individuals who are authorized to act on behalf of Client and Designated Custodians and

agrees to inform Investment Manager promptly in writing of any change to that list. Investment Manager will be fully protected in relying upon any notice, instruction, direction, or communication that has been executed by an individual who is so authorized to act on behalf of Client or Designated Custodians.

(f) Client will provide Investment Manager prompt written notice in advance of engaging a new Designated Custodian or Sub-custodian in connection with the Account.

5. Management Fee and Expenses.

For Investment Manager's services to Client under this Agreement, Client agrees to pay Investment Manager an annual fee of ___ basis points (___ %) [OR (or as specified on the Schedule of Fees attached to this Agreement as Exhibit ___)] [OR: The fees shall be calculated in accordance with the schedule of fees below] (the "**Management Fee**"), payable in monthly installments in arrears. The Management Fee is based on the average daily market value plus accrued interest of the assets under management in the Account (including cash and cash equivalents) and based on the number of days in the month and year for the specified billing cycle.

Fee Schedule

First \$xxx,xxx,xxx.xx – x basis points or x.xx%

Next \$xxx,xxx,xxx.xx – x basis points or x.xx%

Over \$xxx,xxx,xxx.xx – x basis points or x.xx%

[Payment Options:]

Investment Manager shall send Client a copy of the Management Fee invoice for the specified billing period, and Client shall remit payment within 30 days of receipt of such invoice.

To the extent the Designated Custodian consents, Client authorizes Investment Manager to submit Client's Management Fee invoice to the Designated Custodian and hereby authorizes the Designated Custodian to pay Investment Manager's fees directly from Client's Account (monthly in arrears); and in such alternative instance, Investment Manager will provide Client will a copy of the Management Fee invoice for the specified billing period. If the Designated Custodian does not consent to the foregoing, Investment Manager shall submit monthly invoices to Client, and Client shall remit payment within 30 days.

6. Performance Records.

Investment Manager shall have the right to acknowledge Client as its client and use the performance history and supporting documentation of (i) the Account from the Effective Date until the Termination Date and (ii) Client's investment Assets. During the term of this Agreement and for such period thereafter that Investment Manager continues to show any such performance, Client shall make available, and/or make reasonable efforts to cause the Designated Custodians to make available, to Investment Manager, at Investment Manager's sole expense, all information reasonably necessary to allow for the recalculation of portfolio and composite-level returns, for the purposes of establishing and maintaining an audited performance record and conforming to the Global Investment Performance Standards (GIPS®); provided such information shall not be unreasonably burdensome to Client (other than

pursuant to the satisfaction of applicable law or regulation). Investment Manager shall defend and indemnify and hold Client harmless for any claims that arise or relate in any way from Investment Manager's use of such information.

7. Term and Termination.

The Agreement shall terminate: (i) at Client's discretion at any time provided Client has provided Investment Manager at least 30 days' prior written notice; or (ii) at Investment Manager's discretion at any time provided Investment Manager has provided Client at least 30 days' prior written notice. Notwithstanding anything to the contrary herein, Sections 5, 14, and 18 shall survive termination of this Agreement.

8. Contributions and Withdrawals.

Client shall determine what assets will be transferred to or from the Account from time to time and shall promptly notify Investment Manager, in writing, of its determinations in this regard, prior to doing so. Client shall provide Investment Manager with reasonable written notice of all withdrawals and contributions.

9. Consent to Electronic Delivery of Documents; Other Disclosures.

(a) Client consents to the delivery of documents related to the investment management services described within this Agreement in an electronic manner, as described below ("**Consent to Electronic Delivery**").

(b) Client agrees and acknowledges that delivery of documents may be via electronic means, including, but not limited to, a PDF file to the email addresses provided to Investment Manager by Client, or via secure online access to such documents. Investment Manager may use electronic delivery to effectively deliver to Client any or all documents related to the relationship between Client and Investment Manager. Client acknowledges that it has access to this media and the ability to print and/or download the information provided thereby.

(c) Client will provide appropriate email addresses for sending electronic information consistent with these terms of electronic delivery by submitting a Client Information Profile. Client will notify Investment Manager in writing if delivery should be made to any additional email addresses or if delivery to any of the initially provided e-mail addresses should be discontinued. It is Client's responsibility to provide Investment Manager with updates regarding changes to any authorized email addresses. The Consent to Electronic Delivery is valid until such consent is revoked by Client and provided, in writing, to Investment Manager. Occasional requests for paper documents does not trigger revocation of this consent.

(d) Documents subject to this Consent to Electronic Delivery include the Form ADV, Part 1, Part 2A firm brochure and Part 2B brochure supplement, Account reports and reviews and other information about Account activity, invoices, tax information and any disclosure or notification that is required under applicable regulations, other regulatory communications, and Investment Manager's Privacy Policy information.

10. Brokerage and Account Transactions.

Client hereby agrees that Investment Manager shall have full authority and discretion to select brokers, dealers or counterparties through whom any transaction in respect of the Account shall be executed. In connection with the selection of such brokers, dealers and counterparties, and the placing of such orders, Investment Manager will seek the most favorable execution and price “best execution,” as described more fully in Form ADV Part 2A. In addition, Client acknowledges that Investment Manager may aggregate trades placed on behalf of Client with trades placed on behalf of other clients, so long as such trades are placed for the benefit of Client, within Client’s investment guidelines, and are in accordance with Investment Manager’s policies described in Form ADV Part 2A.

11. Client’s Representations and Warranties.

Client represents, warrants, and agrees that:

(a) Client’s execution, delivery, and performance of this Agreement does not violate or conflict with any agreement or obligation to which Client is a party or by which Client or its property is bound, whether arising by contract, operation of law, or otherwise;

(b) this Agreement has been duly authorized by all appropriate action of Client and when executed and delivered will be a legal, valid, and binding agreement of Client;

(c) this Agreement constitutes an arms-length agreement between Client and Investment Manager, and Client understands the method of compensation provided for herein and its risks;

(d) prior to, or contemporaneously with, entering into this Agreement, Client has received: (i) Investment Manager’s current SEC Form ADV Part 2A and Part 2B; and (ii) to the extent required by Regulation S-P (or similar federal or state law or regulations), a copy of Investment Manager’s Privacy Policy (collectively, with the items listed in (i), the “**Disclosure Documents**”). Client further acknowledges that Client has, together with representatives of Investment Manager, carefully reviewed this Agreement and any applicable Disclosure Documents or other documents provided in connection herewith, has had the opportunity to discuss such materials with representatives of Investment Manager prior to execution of this Agreement, and understands the matters set forth in these documents. In the event of a material change to any Disclosure Documents, the Investment Manager shall provide Client with revised Disclosure Documents no later than 60 days following the change; and

(e) Client will provide Investment Manager with all information and documentation necessary which Investment Manager reasonably may deem necessary or appropriate to establish and maintain the Account.

12. Investment Manager’s Representations and Warranties.

Investment Manager represents, warrants, and agrees that:

(a) it is duly incorporated, validly existing, and in good standing (to the extent any representation as to good standing can be made under applicable law) under the laws of its jurisdiction of organization;

(b) Investment Manager's execution, delivery, and performance of this Agreement does not violate or conflict with any agreement or obligation to which Investment Manager is a party or by which Investment Manager or its property is bound, whether arising by contract, operation of law, or otherwise;

(c) this Agreement has been duly authorized by all appropriate action of Investment Manager and when executed and delivered will be a legal, valid, and binding agreement of Investment Manager, enforceable against Investment Manager in accordance with its terms, and Investment Manager will deliver to Client such evidence of such authority as Client may reasonably require, whether by way of a certified resolution or otherwise;

(d) as of the date of this Agreement Investment Manager is a registered investment adviser under the Investment Advisers Act of 1940, as it may be amended from time to time, ("**Advisers Act**"), and at all times that this Agreement is in effect, Investment Manager shall be either registered or exempt from such registration;

(e) neither Investment Manager nor its affiliates are subject to any order, judgment or decree described in Section 203(e) or (f) of the Advisers Act or has received notice that it is currently under investigation by any regulatory body that could give rise to such an order, judgment or decree; and

(f) the foregoing representations and warranties shall be continuing during the term of this Agreement, and if at any time during such term any event occurs which would make any of the foregoing representations and warranties untrue or inaccurate in any material respect, Investment Manager promptly will notify Client of such event and of any resulting untruths or inaccuracies.

13. Exclusivity.

(a) Investment Manager and its affiliates perform, among other things, investment advisory services for accounts other than the Account. Client recognizes that Investment Manager and its affiliates may provide investment management services to other clients, regardless of whether the investment policies of such clients are similar to, or differ from those that Investment Manager hereby undertakes to perform with respect to the Account.

(b) Investment Manager and its affiliates may give advice and take action in the performance of their duties to clients that may differ from advice given, or the timing and nature of action taken, with respect to the Account. Nothing in this Agreement shall be deemed to impose upon Investment Manager any obligation to purchase or sell or recommend for purchase or sale for the Account any security or other property that Investment Manager, or its members, officers or employees, may purchase or sell, or recommend for purchase or sale, for their own account or the account of any other client, so long as it is Investment Manager's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to its other clients.

14. Standard of Care.

It is agreed that the standard of care applicable to Investment Manager under this Agreement is that owed pursuant to applicable federal and state law, including the Advisers Act. Nothing herein shall in any way constitute a waiver or limitation of any right of Client or any person under the federal and state

securities laws. Client acknowledges that Investment Manager makes no representation or warranty, express or implied that any level of performance or investment results will be achieved by the Account or that the Account will perform comparably with any standard or index, including other clients of Investment Manager. Investment Manager shall have no responsibility or liability in the selection of investments other than for the Account, or otherwise regarding the investment policies or strategy, or diversification of investments of assets of Client.

15. Indemnification.

(a) Client shall reimburse, indemnify, and hold harmless Investment Manager, its affiliates, and their respective principals, officers, directors, members, partners, shareholders, agents, representatives, and employees (collectively, the “**Indemnitees**”) for, from, and against any and all expenses, losses, damages, liabilities, demands, charges, and claims of any kind or nature whatsoever (including, without limitation, reasonable legal expenses and costs and expenses relating to investigating or defending any demands, charges and claims) (collectively “**Losses**”) arising out of a third party claim against such Indemnitees: (i) relating to this Agreement or the Account arising out of any inaccuracy in or breach of any representation, warranty, covenant, or agreement set forth in this Agreement or any act or omission or alleged act or omission, in each of the foregoing cases on the part of Client or any of its agents; (ii) resulting from following Client’s or its agent’s directions or failing to follow Client’s or its agent’s unlawful or unreasonable directions; (iii) resulting from the failure of anyone not controlled by Investment Manager to perform any obligations for Client; (iv) resulting from the acts or omissions of Client’s previous advisers, Designated Custodians, or other agents; or (v) arising out of, relating to, or in connection with any demand, charge, or claim in respect of an Indemnitee’s acts, omissions, transactions, duties, obligations, or responsibilities arising pursuant to this Agreement; provided, however, that an Indemnitee shall not be indemnified for Losses resulting by reason of any Indemnitee’s (1) breach of its representations, warranties, covenants, or agreements set forth in this Agreement or (2) the violation by any Indemnitee of any Federal securities or other applicable law.

(b) In the event the indemnification obligations referenced in this Section shall be deemed to be unenforceable, whether in whole or in part, such unenforceable portion shall be stricken or modified so as to give effect to this Section 15 to the fullest extent permitted by law. This Section 15 shall survive the termination or other expiration of this Agreement.

16. Anti-Money Laundering.

(a) Client understands and agrees that Investment Manager prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any applicable laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department’s Office of Foreign Assets Control (“**OFAC**”), available at <http://www.treas.gov/ofac>, as such list may be amended from time to time, (iii) for a senior foreign political figure, any member of a senior foreign political figure’s immediate family or any close associate of a senior foreign political figure, unless Investment Manager, after being specifically notified by Client in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted, or (iv) for a foreign shell bank (as defined in USA PATRIOT Act) (such persons or entities in (i) – (iv) are collectively referred to as “**Prohibited Persons**”).

(b) Client represents, warrants, and covenants that it is not, nor is any person or entity controlling, controlled by or under common control with it, a Prohibited Person.

17. Agency Transactions.

Client acknowledges that it is aware and understands that Investment Manager or its affiliates may affect agency transactions between their respective advisory clients, which may include the Account, provided, with respect to any such agency transaction, neither Investment Manager nor any of its affiliates acts as a broker within the meaning of Section 206(3) of the Advisers Act and further provided that Investment Manager provides advance written disclosure of such transaction to Client.

18. Confidential Relationship

The terms and conditions of this Agreement, and all information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except (i) as required by law, rule, or regulation, (ii) as requested by a regulatory authority, (iii) for disclosures by either party of information that has become public by means other than wrongful conduct by such party or its officers, employees, or other personnel, (iv) for disclosures by either party to its legal counsel, accountants, or other professional advisers, (v) as necessary for Investment Manager to carry out its responsibilities hereunder, or (vi) as otherwise expressly agreed by the parties.

19. General Provisions.

(a) *Notice.* Unless otherwise specified herein, all notices, instructions, and any advice in connection with transactions or other matters contemplated by this Agreement shall be deemed to be duly given when received by hand, by email (if confirmed by reply email or by telephone), or by facsimile as follows:

If to Investment Manager:

**Public Trust Advisors, LLC
Attention: Steve Dixon
717 17th St. Suite 1850
Denver, CO 80202
steve.dixon@publictrustadvisors.com
Fax: 303-292-3492**

If to Client:

Either party hereto may, from time to time by notice in writing served upon the other as set forth above, designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

(b) *Governing Law; Jurisdiction.* This Agreement will be governed by and interpreted in accordance with the laws of the state of XXXXXX, without regard to the conflicts of laws principles thereof. Investment Manager and Client agree that any dispute, controversy or action, whether equitable or legal, shall be brought in either a state or federal court located in XXXXXX, XX and the parties to this Agreement unconditionally and irrevocably waive any and all jurisdictional venue and convenience objections and defenses that they may have in any such action in either jurisdiction. To the extent permitted by law, Investment Manager, Client or any of their affiliates (for itself and on behalf of the Account) hereby irrevocably waive any and all right to a trial by jury in any legal proceeding, action or counterclaim arising out of or related to this Agreement or the transactions contemplated hereby.

(c) *Severability.* If one or more of the covenants, agreements, provisions, or terms of this Agreement are held invalid for any reason, those covenants, agreements, provisions, and terms will be treated as severable from the remaining covenants, agreements, provisions, and terms of this Agreement and will in no way affect the validity or enforceability of the remaining covenants, agreements, provisions, and terms of this Agreement. If the invalidity of any covenant, agreement, provision, or term of this Agreement deprives any party of the economic benefit intended to be conferred by this Agreement, the parties must negotiate in good faith to develop and substitute a replacement covenant, agreement, provision, or term having an economic effect that is as nearly as possible the same as the economic effect of this Agreement as intended..

(d) *Entire Agreement.* This Agreement and all attached exhibits and documents which are incorporated herein embody the entire Agreement of the parties hereto with respect to the subject matter hereof. All prior agreements, understandings, and negotiations (including, without limitation, any memoranda of understanding or letters of intent) are merged herein and superseded hereby. In the event of any conflict between the provisions of this Agreement and any exhibit or attachment hereto or any document incorporated herein, the provisions of this Agreement shall control.

(e) *Amendment.* This Agreement, including any exhibits hereto, may not be amended unless such Amendment is in writing and signed by the parties sought to be bound. Except as provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

(f) *Force Majeure.* Notwithstanding anything in this Agreement to the contrary, neither party shall be responsible or liable for its failure to perform under this Agreement or for any losses to the Account resulting from any event beyond the reasonable control of such party or its agents, including but not limited to nationalization, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition, or enforcement by any such governmental authority of currency restrictions, exchange controls, levies, or other charges materially impairing the Account's property; or the breakdown, failure or malfunction of any utilities or telecommunications systems, or any order or regulation of any banking or securities industry, including changes in market rules and market conditions materially impairing the execution or settlement of transactions; or acts of war, terrorism, insurrection, or revolution; or acts of God.

(g) *Waivers.* No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right,

power, or privilege hereunder, nor any single or partial exercise of any right, power, or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(h) *Titles or Headings.* Titles or headings are not part of this Agreement, are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

(i) *Independent Contractor.* Investment Manager represents and warrants that it is and shall be an independent contractor and shall, at its sole cost and expense, and without any additional compensation (except as provided herein), comply with all applicable laws, rules and regulations, including the payments of all income taxes, social security contributions and other applicable local, state and federal taxes and insurance for Investment Manager and all its employees.

(j) *Insurance.* Investment Manager represents that there currently exists in full force and effect an insurance policy required for errors and omissions, employee dishonesty, fiduciary liability insurance, or other fiduciary coverages. Investment Manager warrants and agrees that such insurance policy shall be maintained at all times while this Agreement is in effect. Investment Manager warrants and agrees that it shall provide Client with notice of any adverse change to, or termination of, any of the foregoing policy.

(k) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one and the same instrument binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. To facilitate execution of this Agreement, the parties may execute and exchange the signature page by facsimile, PDF counterparts or electronically completed and executed by the parties via the use of services such as DocuSign. The Client represents, warrants, and agrees that any electronic signatures and information appearing herein were made and provided by the Client and that such electronic signatures and information will have the same legal validity, enforceability, and admissibility as though they were manually made by the Client.

(l) *Additional Documents.* Investment Manager and Client agree to execute such additional documents, and to perform such further acts, as may be reasonable and necessary to carry out the provisions of this Agreement.

(m) *Cumulative Remedies.* The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies which any party may otherwise have at law or in equity.

(n) *Assignment.* No assignment (as that term is defined in the Advisers Act) of this Agreement may be made by either party without consent of the non-assigning party. For purposes of determining Client consent in the event of an assignment, Investment Manager will send Client written notice of the Assignment. If Client does not object in writing within 30 days of sending of such notice, Client will be deemed to have consented to the assignment. This Agreement and all subsequent amendments shall inure to the benefit of the successor and assigns of the parties hereto. Investment Manager may delegate all or part of its duties under this Agreement to any affiliate.

(o) *No Waiver.* Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under federal or state securities laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Client

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

Public Trust Advisors, LLC, a Colorado limited liability company

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____
Date: _____ Date: _____



Appendix G

Short Term 1-3 Year Composite

Performance Presentation

Reported in: USD

Period	Returns			3 Yr. Annualized Standard Deviation		Dispersion	Assets		
	Total Gross Return AWR	Total Net Return AWR	Index	Composite	Index	Internal Asset Wtd.	Number of Portfolios	Composite (MM)	Total Firm (MM)
2019	3.70%	3.52%	3.55%	0.86%	0.94%	0.05%	8	628	38,404
2018	1.67%	1.50%	1.58%	0.76%	0.84%	0.04%	32	1,494	29,468
2017	0.62%	0.44%	0.42%	0.70%	0.74%	0.10%	31	1,447	22,179
2016	0.88%	0.71%	0.89%	0.71%	0.75%	0.02%	29	1,207	17,547
2015	0.58%	0.40%	0.54%	0.53%	0.56%	0.12%	15	133	
2014	0.65%	0.48%	0.62%	0.38%	0.43%	0.05%	20	161	
2013	0.35%	0.18%	0.36%	0.43%	0.50%	0.03%	21	177	
2012	0.68%	0.50%	0.43%	0.62%	0.73%	0.09%	22	211	
2011	1.42%	1.25%	1.55%	0.85%	1.02%	0.14%	24	212	
2010	2.15%	1.98%	2.35%	1.52%	1.74%	0.08%	19	194	
2009	1.10%	0.92%	0.78%	1.64%	1.93%	n.m.	20	217	
2008	5.87%	5.69%	6.61%	< 3 Years	< 3 Years	n.m.	6	143	
2007	6.93%	6.75%	7.32%	< 3 Years	< 3 Years	n.m.	≤ 5	118	
2006*	2.41%	2.33%	2.15%	< 3 Years	< 3 Years	n.m.	6	213	

* Represents data from 8/1/2006 through 12/31/2006 n.m. = Not Meaningful

Primary Benchmark: ICE BofAML 1-3 Year US Treasury Index

¹ The Short Term 1-3 Year Composite includes all institutional fixed-income portfolios with the majority of their assets in securities with maturities or effective durations between one and three years, that are managed against the ICE BofAML 1-3 Year US Treasury Index or an index with a similar effective duration. The ICE BofAML 1-3 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than three years. Accounts typically invest in US dollar denominated, investment-grade

fixed-income securities, including US government securities, including bonds and notes of federal agencies, high quality money market, municipal and corporate debt instruments, generally limited to those rated single-A or better, and agency mortgage-backed securities. Accounts in this composite do not use leverage, complex derivatives, or short positions. Accounts in the composite will typically maintain an overall effective duration similar to that of the ICE BofAML 1-3 Year US Treasury Index, but may vary by plus or minus 25%, or more. The minimum account size for this composite is \$10 million. Prior to January 1, 2019, the minimum account size for this composite was \$1 million. This composite was created on April 1, 2017 and has an inception date of August 1, 2006.

- 2 Public Trust Advisors, LLC, a limited liability company, is a registered investment adviser with the U.S. Securities and Exchange Commission in accordance with the Investment Advisers Act of 1940. Founded and organized in the state of Colorado in 2011, Public Trust provides fixed income investment advisory services to a variety of investors. It is Public Trust's goal to provide accurate and transparent portfolio returns for existing clients, potential clients, and regulating entities. Public Trust offers investment advisory services to U.S. government entities and municipalities. These services are provided on either a discretionary or non-discretionary basis, depending upon each client's needs and requirements and subject to the written investment guidelines provided by each client. In 2016, Public Trust acquired the investment management team of BLX Group, LLC. The decision making process of the acquired team remains intact. Public Trust invests mainly in U.S. government securities, but may also invest in other fixed income securities and repurchase agreements. In 2019, Public Trust partnered with Bear Creek Products 2019-2 (PTA-E), LLLP, to provide minority capital investments for succession planning, future potential acquisitions, and for other capital-intensive strategic initiatives.
- 3 Public Trust Advisors, LLC claims compliance with the Global Investment Performance Standards (GIPS®) and has prepared and presented this report in compliance with the GIPS standards. Public Trust Advisors, LLC has been independently verified by ACA Performance Services for the periods 1/1/2012 - 12/31/2019. Verification assesses whether (1) the firm has complied with all the composite construction requirements of the GIPS standards on a firm-wide basis and (2) the firm's policies and procedures are designed to calculate and present performance in compliance with the GIPS standards. The Short Term 1-3 Year Composite has been examined for the periods 1/1/2017 - 12/31/2019. The verification and performance examination reports are available upon request. A complete list and description of all the firm's composites and policies for valuing portfolios, calculating performance, and preparing compliant presentations are available upon request.
- 4 Performance shown prior to 4/1/2016 represents results achieved by the Short Term Treasury Team while it was a part of BLX Group, LLC, and is used to represent the historical performance of the acquired firm. All portability requirements have been met. Composite policy requires the temporary removal of any portfolio incurring a client initiated significant cash flow greater than 15% of portfolio assets. The temporary removal of such an account occurs at the beginning of the month in which the significant cash flow occurs. The effective date of this policy is 1/1/2020.
- 5 Results are based on fully discretionary accounts under management, including those accounts no longer with the firm. The volatility of the benchmark may be materially different from that of the composite. Benchmark returns are not covered by the report of the independent verifier. The U.S. Dollar is the currency used to express performance. Returns are presented gross and net of management fees and include the reinvestment of all income. Returns reflect the deduction of all trading expenses and the reinvestment of dividends and other earnings. Gross returns do not reflect the deduction of investment advisory fees or any other expenses that may be incurred in the management of the account. Net-of-fees returns are calculated using the highest actual management fee incurred, which is 0.175% for this composite. Dispersion is calculated using the asset-weighted standard deviation for all accounts in the composite for the full year. For those years where less than six portfolios were included in the composite for the full year, no dispersion measure is presented. The three-year annualized standard deviation measures the variability of the composite and benchmark returns over the preceding 36-month period. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objective of this strategy will be achieved. Past performance is not a guarantee of future results. The investment management fee schedule for this composite is 30 basis points. All fees are subject to negotiation and are dependent on account services provided and size of portfolio. Actual investment management fees incurred by clients may vary.

Short Term 1-5 Year Composite

Performance Presentation

Reported in: USD

Period	Returns			3 Yr. Annualized Standard Deviation		Dispersion	Assets		
	Total Gross Return AWR	Total Net Return AWR	Index	Composite	Index	Internal Asset Wtd.	Number of Portfolios	Composite (MM)	Total Firm (MM)
2019	4.23%	4.08%	4.20%	1.32%	1.41%	0.05%	8	317	38,404
2018	1.52%	1.38%	1.52%	1.25%	1.43%	0.04%	10	416	29,468
2017	0.77%	0.63%	0.65%	1.13%	1.37%	0.11%	13	619	22,179
2016	0.78%	0.64%	1.09%	1.15%	1.43%	n.m.	11	500	17,547
2015	0.87%	0.73%	0.98%	0.99%	1.20%	0.07%	7	565	
2014	1.15%	1.01%	1.24%	0.88%	1.02%	n.m.	6	459	
2013	0.22%	0.08%	-0.19%	0.92%	1.16%	n.m.	≤ 5	400	
2012	1.86%	1.71%	0.91%	0.96%	1.38%	n.m.	≤ 5	450	
2011	2.56%	2.42%	3.36%	1.25%	1.83%	n.m.	≤ 5	403	
2010	3.38%	3.24%	3.61%	2.13%	2.66%	0.10%	8	465	
2009	2.39%	2.25%	0.23%	2.25%	2.79%	0.90%	7	367	
2008	7.01%	6.86%	8.73%	< 3 Years	< 3 Years	n.m.	8	361	
2007	7.46%	7.31%	8.16%	< 3 Years	< 3 Years	n.m.	≤ 5	37	
2006*	2.41%	2.36%	2.31%	< 3 Years	< 3 Years	n.m.	≤ 5	38	

* Represents data from 8/1/2006 through 12/31/2006 n.m. = Not Meaningful

Primary Benchmark: ICE BofAML 1-5 Year US Treasury Index

¹ The Short Term 1-5 Year Composite includes all institutional portfolios with the majority of their assets in securities with maturities or effective durations between one and five years, that are managed against the ICE BofAML 1-5 Year US Treasury Index or an index with a similar effective duration. The ICE BofAML 1-5 Year US Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than five years. Accounts typically invest in US dollar denominated, investment-grade fixed-income securities,

including US government securities, including bonds and notes of federal agencies, high quality money market, municipal and corporate debt instruments, generally limited to those rated single-A or better, and agency mortgage-backed securities. Accounts in this composite do not use leverage, complex derivatives, or short positions. Accounts in the composite will typically maintain an overall effective duration similar to that of the ICE BofAML 1-5 Year US Treasury Index, but may vary by plus or minus 25%, or more. The minimum account size for this composite is \$10 million. Prior to January 1, 2019, the minimum account size for this composite was \$1 million. This composite was created on April 1, 2017 and has an inception date of August 1, 2006.

- 2 Public Trust Advisors, LLC, a limited liability company, is a registered investment adviser with the U.S. Securities and Exchange Commission in accordance with the Investment Advisers Act of 1940. Founded and organized in the state of Colorado in 2011, Public Trust provides fixed income investment advisory services to a variety of investors. It is Public Trust's goal to provide accurate and transparent portfolio returns for existing clients, potential clients, and regulating entities. Public Trust offers investment advisory services to U.S. government entities and municipalities. These services are provided on either a discretionary or non-discretionary basis, depending upon each client's needs and requirements and subject to the written investment guidelines provided by each client. In 2016, Public Trust acquired the investment management team of BLX Group, LLC. The decision making process of the acquired team remains intact. Public Trust invests mainly in U.S. government securities, but may also invest in other fixed income securities and repurchase agreements. In 2019, Public Trust partnered with Bear Creek Products 2019-2 (PTA-E), LLLP, to provide minority capital investments for succession planning, future potential acquisitions, and for other capital-intensive strategic initiatives.
- 3 Public Trust Advisors, LLC claims compliance with the Global Investment Performance Standards (GIPS®) and has prepared and presented this report in compliance with the GIPS standards. Public Trust Advisors, LLC has been independently verified by ACA Performance Services for the periods 1/1/2012 - 12/31/2019. Verification assesses whether (1) the firm has complied with all the composite construction requirements of the GIPS standards on a firm-wide basis and (2) the firm's policies and procedures are designed to calculate and present performance in compliance with the GIPS standards. The Short Term 1-5 Year Composite has been examined for the periods 1/1/2017 - 12/31/2019. The verification and performance examination reports are available upon request. A complete list and description of all the firm's composites and policies for valuing portfolios, calculating performance, and preparing compliant presentations are available upon request.
- 4 Performance shown prior to 4/1/2016 represents results achieved by the Short Term Treasury Team while it was a part of BLX Group, LLC, and is used to represent the historical performance of the acquired firm. All portability requirements have been met. Composite policy requires the temporary removal of any portfolio incurring a client initiated significant cash flow greater than 15% of portfolio assets. The temporary removal of such an account occurs at the beginning of the month in which the significant cash flow occurs. The effective date of this policy is 1/1/2020.
- 5 Results are based on fully discretionary accounts under management, including those accounts no longer with the firm. The volatility of the benchmark may be materially different from that of the composite. Benchmark returns are not covered by the report of the independent verifier. The U.S. Dollar is the currency used to express performance. Returns are presented gross and net of management fees and include the reinvestment of all income. Returns reflect the deduction of all trading expenses and the reinvestment of dividends and other earnings. Gross returns do not reflect the deduction of investment advisory fees or any other expenses that may be incurred in the management of the account. Net-of-fees returns are calculated using the highest actual management fee incurred, which is 0.14% for this composite. Dispersion is calculated using the asset-weighted standard deviation for all accounts in the composite for the full year. For those years where less than six portfolios were included in the composite for the full year, no dispersion measure is presented. The three-year annualized standard deviation measures the variability of the composite and benchmark returns over the preceding 36-month period. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objective of this strategy will be achieved. Past performance is not a guarantee of future results. The investment management fee schedule for this composite is 30 basis points. All fees are subject to negotiation and are dependent on account services provided and size of portfolio. Actual investment management fees incurred by clients may vary.

EXHIBIT "B"

CONTRACTOR STANDARDS OF CONDUCT

(insert behind this page)

Exhibit B
Contractor Standards of Conduct

Custody:

Investment Manager shall not have authority to hold or have custody or have possession of any cash, securities or other properties of Client or assets of the Account (“**Assets**”) or cause a Designated Custodian (as defined below) to deliver Assets or pay cash to Investment Manager, other than with respect to Investment Manager directly billing the Account for the fee payable to Investment Manager under this Agreement in accordance with the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”) and Rule 206(4)-2 thereunder or other applicable law. Client shall, through written notice provided in accordance with this Agreement, designate a custodian(s) (the “**Designated Custodians**”) which will be a “qualified custodian” under Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”). The parties agree that the Designated Custodians shall have the sole responsibility to consummate and settle all purchases, sales, deliveries, receipts and other transactions made with respect to the Account, the collection of all income (including, but not limited to, interest and dividends) and the acquisition and safekeeping of the Assets, securities, funds, and other properties comprising the Account. Client agrees not to grant the Investment Manager any additional rights or access to the Account except as specifically set forth in this Agreement.

Consent to Electronic Delivery of Documents; Other Disclosures:

- (a) Client consents to the delivery of documents related to the investment management services described within this Agreement in an electronic manner, as described below (“**Consent to Electronic Delivery**”).
- (b) Client agrees and acknowledges that delivery of documents may be via electronic means, including, but not limited to, a PDF file to the email addresses provided to Investment Manager by Client, or via secure online access to such documents. Investment Manager may use electronic delivery to effectively deliver to Client any or all documents related to the relationship between Client and Investment Manager. Client acknowledges that it has access to this media and the ability to print and/or download the information provided thereby.

Brokerage:

Client hereby agrees that Investment Manager shall have full authority and discretion to select brokers, dealers or counterparties through whom any transaction in respect of the Account shall be executed. In connection with the selection of such brokers, dealers and counterparties, and the placing of such orders, Investment Manager will seek the most favorable execution and price “best execution,” as described more fully in Form ADV Part 2A. In addition, Client acknowledges that Investment Manager may aggregate trades placed on behalf of Client with trades placed on behalf of other clients, so long as such trades are placed for the benefit of Client, within Client’s investment guidelines, and are in accordance with Investment Manager’s policies described in Form ADV Part 2A.

Disclosure:

Prior to, or contemporaneously with, entering into this Agreement, Client has received: (i) Investment Manager's current SEC Form ADV Part 2A and Part 2B; and (ii) to the extent required by Regulation S-P (or similar federal or state law or regulations), a copy of Investment Manager's Privacy Policy (collectively, with the items listed in (i), the "**Disclosure Documents**"). Client further acknowledges that Client has, together with representatives of Investment Manager, carefully reviewed this Agreement and any applicable Disclosure Documents or other documents provided in connection herewith, has had the opportunity to discuss such materials with representatives of Investment Manager prior to execution of this Agreement, and understands the matters set forth in these documents. In the event of a material change to any Disclosure Documents, the Investment Manager shall provide Client with revised Disclosure Documents no later than 60 days following the change.

Standard of Care:

It is agreed that the standard of care applicable to Investment Manager under this Agreement is that owed pursuant to applicable federal and state law, including the Advisers Act. At a minimum and not displacing greater standards of care in applicable state and federal law, Investment Manager will perform all duties and responsibilities in this Agreement with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent investment expert acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Nothing herein shall in any way constitute a waiver or limitation of any right of Client or any person under the federal and state securities laws. Client acknowledges that Investment Manager makes no representation or warranty, express or implied that any level of performance or investment results will be achieved by the Account or that the Account will perform comparably with any standard or index, including other clients of Investment Manager. Investment Manager shall have no responsibility or liability in the selection of investments other than for the Account, or otherwise regarding the investment policies or strategy, or diversification of investments of assets of Client.

Exclusivity:

Investment Manager and its affiliates perform, among other things, investment advisory services for accounts other than the Account. Client recognizes that Investment Manager and its affiliates may provide investment management services to other clients, regardless of whether the investment policies of such clients are similar to, or differ from those that Investment Manager hereby undertakes to perform with respect to the Account. Investment Manager and its affiliates may give advice and take action in the performance of their duties to clients that may differ from advice given, or the timing and nature of action taken, with respect to the Account. Nothing in this Agreement shall be deemed to impose upon Investment Manager any obligation to purchase or sell or recommend for purchase or sale for the Account any security or other property that Investment Manager, or its members, officers or employees, may purchase or sell, or recommend for purchase or sale, for their own account or the account of any other client, so long as it is Investment Manager's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to its other clients.

EXHIBIT “C”

CITY RFP FOR INVESTMENT ADVISOR SERVICES

(insert behind this page)



CITY OF BEAUMONT

550 E. Sixth Street, Beaumont, CA 92223

Phone: (951) 769-8518 Fax: (951) 769-8526

REQUEST FOR PROPOSAL

FOR Investment Advisor and Portfolio Management Services

CITY OF BEAUMONT FINANCE DEPARTMENT

Jeff Mohlenkamp, Director of Finance
550 E. 6th Street - Beaumont, California 92223

(951) 572-3236

e-mail address: jmohlenkamp@beaumontca.gov

Proposals Due By:

12:00 Noon

Wednesday, January 6, 2020

RFP Available online at:
Public Purchase, CSMFO, GFOA and
BeaumontCa.gov

Table of Contents

Request for Proposal

Introduction.....2

Background.....2

Project Schedule.....3

Response Submittal.....3

General Requirements.....4

Proposal Requirements.....5

Overview and Scope of Services.....9

Selection Process.....9

Attachment I

Contract Services Agreement.....10-22

Attachment II

Scope of Service.....23-25

Attachment III

City of Beaumont Investment Policy.....26-38

**CITY OF BEAUMONT
REQUEST FOR PROPOSAL
Investment Advisor and Portfolio Management Services**

INTRODUCTION

The City of Beaumont is seeking proposals from firms to provide investment advisory and portfolio management services for approximately \$89 million in operating and capital funds (non-pension funds). The term will be three years, with two one year options, which may be exercised at City's discretion. The selected firm(s) will be responsible for performing in accordance with the scope of services, as further detailed in Attachment II.

Background Information

The City of Beaumont is a general law city incorporated in 1912 currently serving a population of approximately 49,000, located in Western Riverside County. The City operates under a council-manager format of government which consists of a Mayor, Mayor Pro-Tem, three Councilmembers and the City Manager. The positions of Mayor and Mayor Pro-Tem are rotated among the elected Councilmembers. A City Clerk and Treasurer are elected position, each for a four-year term.

In addition to its function as the governing body of the City, the City Council acts as the governing body for other separate entities: Beaumont Financing Authority, Beaumont Public Improvement Authority, Beaumont Transit System, and the Beaumont Utility Authority. The City's management also has custodial, accounting and financial reporting responsibility for the Successor Agency to the City of Beaumont Redevelopment Agency. There is no requirement for separate financial reporting for these separate entities with one exception (Beaumont Transit System).

Official accounting records are on-site in the Finance Department, while some supporting information may be located in other departments within the City. Beaumont uses the Tyler Incode 10 accounting software. Payroll is processed through Paychex. We are in the process of upgrading Incode 10 to include the payroll module and should be complete by June 30, 2021.

The City's primary investment objective to achieve a reasonable rate of return on public funds while minimizing the potential for capital losses arising from market changes or issuer default. Although the generation of revenues through interest earnings on investment is an appropriate City goal, the primary consideration in the investment of City funds is capital preservation in the overall portfolio and maintaining required liquidity. As such, the City's yield objective is to achieve a reasonable rate of return on City investments rather than the maximum generation of income, which could expose the City to unacceptable levels of risk.

The Investment Policy is attached as Attachment III.

Relevant operational detail for conducting investment advisor and portfolio management services is provided as follows:

1. The Finance Department consists of the Finance Director, and five (5) staff members responsible for accounting and financial reporting, budgeting, payroll, accounts payable, revenue recording, banking and treasury investment, purchase order and project accounting tracking. Revenues are collected at various locations throughout the City and recorded in Tyler Incode 10 by non-finance department personnel.
2. City Funds and Account Groups are as follows:
 - a. General Fund (1)
 - b. Internal Service Funds (2)
 - c. Special Revenue Funds (9)
 - d. Debt Service Fund (1)
 - e. Capital Project Funds (17)
 - f. Enterprise Funds (7)
 - g. Agency Funds (4)
3. Within Incode's information management system, pooled cash is the consolidation of operating cash into one primary bank account. The accounts payable for all participating funds are paid from this one account. The routine receipts of all participating funds are deposited into this same bank account.
4. The City's total expected payroll for the year ended June 30, 2021 is approximately \$24 million, covering 157 budgeted full-time and part-time positions. The total municipal budget for the 2020-21 fiscal year is approximately \$48 million.

For further information, City's past two years AFRs' and current and last year adopted budget are located on the City's website at: <https://beaumontca.gov/921/Audits-and-Reports>

The City has not had a prior Investment Advisor and has participated mostly within the LAIF CA State Investment Program.

Project Schedule

RFP Issued	November 30, 2020
Questions Due	December 12, 2020
Responses to questions provided by	December 18, 2020
Submittals Due	January 6, 2021
Staff Review	January 7-15, 2021
Presentations/Interview	January 20-21, 2021
Finance Committee Review	February 8, 2021
City Council Review/Approval	February 16, 2021

Response Submittal

Interested firms shall submit three (3) copies of the proposal **no later than January 6, 2021 at 12:00p.m.** No late submittals will be accepted. "City of Beaumont 2020 Investment Advisor and Portfolio Management Services RFP" must be clearly marked on the outside of the envelope:

Submit Proposal to:

City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Additionally, one electronic copy of the proposal shall be sent to finance@beaumontca.gov by 12:00p.m. on January 6, 2021 for proposal to be considered.

Any requests for clarification or other questions concerning this RFP must be submitted via email to Jennifer Ustation (as shown below) no later than December 12, 2020. Responses to all questions will be provided to all known interested parties by December 18, 2020.

Jennifer Ustation, Senior Accountant
Email:justation@beaumontca.gov

General Requirements

The City of Beaumont reserves the right to reject any or all responses, to waive any informality in any responses, and to select the vendor that best meets the City's needs.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.) unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

All property rights, including publication rights of all reports produced by respondents in connection with services performed under the agreement will be vested in the City. In addition, respondents will not publish or release any of the results of its examination without the express written permission of the City.

Responses must be submitted no later than the date and time stated on this RFP. Responses shall be reviewed and rated as set forth in the Selection Process section of this RFP. The City will then determine which firm best meets the City's requirements.

During the evaluation process, the City reserves the right (where it may serve the City's best interest) to request additional information or clarification from respondents. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether the proposal was selected. Submission of a proposal indicated acceptance by the firm of the conditions contained in the Request for Proposals, unless clearly and specifically noted in the proposal as submitted and confirmed in the contract between the City and the firm selected.

The City reserves the right to negotiate final pricing with the most qualified firm. The City may invite selected firms to meet with the evaluation team on or around the week of January 18, 2021, at no additional cost to the City.

The City's standard Contract Services Agreement is included as Attachment I. Upon award of the contract, it is expected that the successful proposer will accept the Agreement terms and conditions "as is" without modification. Any contract modifications are to be stated upfront, at the time of

submittal.

Any costs incurred in the preparation of the response, presentation to the City, travel in conjunction with such presentations, or samples of items shall be the responsibility of the respondent. The City assumes no responsibility and no liability for costs incurred by respondents prior to issuance of contract.

The proposer shall furnish the City with such additional information the City may reasonably require.

Proposal Requirements

The City requests responses be organized in a logical format that is relevant to these services. The responses shall also be concise, excluding excessive or irrelevant material and should contain the following:

- A. Cover Page
- B. Table of Contents
- C. Executive Summary

Provide a brief summary describing the proposer's ability to perform the work requested, a history of the proposer's background and experience providing services, the qualifications of the proposer's personnel to be assigned to this project, any subcontractor, sub consultants, and/or suppliers and a brief history of their background and experience, and any other information called for by this request for proposal which the proposer deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the proposer, staff subcontractors, and/or suppliers.

- D. Questionnaire/Response to Scope of Services

Proposer shall provide responses and information to fully satisfy each item in the Questionnaire. Each question item should be presented before the proposer's response.

- E. Attachments

Questionnaire

- A. Company and General Information

1. Company name and address.
2. Letter of transmittal signed by an individual authorized to bind the respondent, stating that the respondent has read and will comply with all the terms and conditions of the RFP.
3. General information about the primary contact who would be able to answer questions about the proposal. Include name, title, telephone number and email address of the individual.

- B. Qualifications and Experience of the Firm

1. Describe the organization, date founded, and ownership of your firm. If your firm experienced a material change in organizational structure, ownership or management during the past three years, describe the change.
2. Which office(s) of your organization will have primary responsibility for managing this account? List the members of your team who will be responsible for providing the services and for ongoing support.
3. What is your firm's experience conducting the services requested? Describe comparable projects performed by your firm in the last five years, including number of projects, scope of service, and status of projects.
4. Describe any other business affiliations (subsidiaries, joint ventures, "soft dollar arrangements with brokers). Describe your firm's policy on soft dollars.
5. Describe your firm's experience managing fixed income portfolios for governmental entities.
6. Does your firm act as a broker or as a primary dealer in securities or receive any other form of additional compensation (including soft dollars) for the client transactions aside from the direct fee paid by clients?
7. Provide the number and types of accounts, total asset value, and composition of portfolios currently being managed by your firm.
8. Comment on other areas that may make your firm different from your competitors.
9. Describe your firm's sources of revenue, categorized by retail and institutional accounts.
10. Is your firm a registered Investment Advisor under the Investment Advisor's Act of 1940, as amended?
11. Describe any SEC, NASD, or regulatory censure or litigation involving your firm or its employees within the past three years.
12. Did you, or will you, pay a finder's fee to any third party for business related to this account? Specify the recipients of any fee.

C. Qualifications and Experience of Proposed Project Team

1. Describe the qualifications of staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience. Be sure to include any municipal agencies they have worked with in the past three years and their level of involvement. A description of how overall supervision will be provided should be included.
2. Identify the investment professionals (portfolio manager, analysts, and researchers) employed by your firm, by classification, and specify the average number of accounts handled by portfolio managers. Are there any established limits on accounts or assets under management?

3. Provide an affirmative statement that the primary contact and all assigned key professional staff are properly licensed to practice in California.
4. Describe your firm's training and education efforts to keep portfolio managers informed of developments relevant to government investment managers.
5. Has there been any turnover of professional staff in the firm in the last three years assigned to public sector clients?
6. Summarize your assets under management (institutional only) over the past five years and average assets per client.
7. Provide relevant performance statistics on a comparable portfolio that you would recommend to the City of Beaumont and compare with industry averages or benchmarks for the last one, three, five, ten year period and/or since inception, noting the performance measurement methodology/basis (e.g. Total Rate of Return (GIPS), Effective Rate of Return, etc.).
8. How many accounts have you gained in the last 12 months? How many accounts have been lost in the last 12 months and why?

D. Assets Under Management

1. Summarize your institutional investment assets under management by category as shown below for your latest reporting period.

	Governmental	Non-Governmental	Total
Operating/Bond Funds	\$	\$	\$
Pension Funds			
Foundations			
Equity Funds			
Total	\$	\$	\$

E. Investment Management Approach and Discipline

1. Briefly describe your firm's investment management philosophy, including your approach to managing governmental portfolios.
2. How frequently do you formulate and review fixed income strategy? How is that carried out and who is involved?
3. What are the primary strategies for adding value to portfolios (e.g. market timing, credit research, trading)?
4. How are portfolios managed (e.g. by team or individual manager)? What is the back-up when the manager is away?
5. What oversight is provided to portfolio managers?
6. What role does interest-rate forecasting play in your portfolio management strategy?

7. How will you handle fluctuating cash flows and the cash forecasting process?
8. Describe on ongoing daily investment procedures proposed for the City including procedures for trades, security choice, controls, etc., and how you will provide liquidity.
9. How frequently would you suggest your staff meet with the City's staff? Who will attend these meetings?

F. Reporting

1. Describe the investment accounting and reporting system used by your firm.
2. Describe the frequency and format of reports that you would provide to the city staff. Send a sample.
3. What performance benchmarks would you suggest for this portfolio? Provide recommendations regarding performance benchmarks for a portfolio similar to that of the City's. What experience has the firm had in developing benchmarks for public operating portfolios?

G. Questions/Response to Scope of Services

1. Describe the methods by which your firm will fulfill the services requested in the Scope of Services and subsequent sections.
2. Provide a statement of the service(s) that differentiate your firm from other respondents.

H. Fees

1. Provide your fees for the proposed services. Fee quotes should be detailed by service.
2. Outline billing and payment expectations, including timing and method of payment.
3. Describe any remaining fees not previously detailed in the above.
4. Describe any remuneration that your agency would receive on any specific investment transactions completed on behalf of the City.

I. References

List the name, address and telephone number of references from at least three (3) recent similar projects. Include a brief description of the work provided for each reference. California municipal or county projects are preferred. You may offer more than three recent similar projects if desired. The references should include the start date of the project and the date of completion for each project.

J. Implementation Schedule

Include a detailed implementation schedule with an estimated project start date of February 17, 2021 and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.

K. Certificate(s) of Insurance

The City will require the successful Respondent (or Proposer) to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See the attached City Draft Standard Agreement for more information on the City's insurance requirements.

L. Business License

The proposing organization does not require a Beaumont City business license to respond to this RFP. However, the successful proposer will be required to acquire a Beaumont Business License during the contracting process and maintain an active license throughout the contracted period.

M. Standard City Professional Services Agreement

The City will require the successful Proposer to execute a professional services agreement with the City. Please review the attached draft agreement and identify any questions of concern in your response to the City.

Overview and Scope of Services

The request for Proposals is for Professional Investment Advisory and Portfolio Management Services as set forth in Attachment II – Scope of Services.

Selection Process

Staff will review the proposals and make a recommendation to the City Council for review (tentatively scheduled for February 16, 2021). The City intends to evaluate the proposals based upon the data presented in response to the RFP. The following general selection criteria will be used to evaluate each proposal:

1. Ability to meet service requirement; understanding the needs and requirements of the City; scope and services offered.
2. Experience, qualifications and knowledge of key personnel; references for similar work completed within the last three years.
3. Proposed pricing.
4. Completeness of responses to the Request for Proposals.

Attachment I

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

Bookmark not defined.

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the _____ day of _____, 2020, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and _____ whose address is _____ ("CONTRACTOR").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. CITY desires to engage CONTRACTOR to provide _____; and

B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A"; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: _____ per Exhibit "A" and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates _____ as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at

CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed _____.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration

Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an

employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a

period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee,

agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By:

By:

Mayor Rey Santos,

Print Name:

Title:

EXHIBIT "A"

PROPOSAL

(insert behind this page)

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)

Attachment II

Scope of Services

The City of Beaumont intends to obtain the services of a qualified firm to provide the services as outlines below. Best industry practices and/or best management practices may require additional services not explicitly enumerated. The proposer should identify any additional services required, price them, and explain them in their response.

Specific services, although not all-inclusive, to be performed are as follows:

1. Manage the City and Agency portfolios with semi-discretionary authority. Discretionary authority shall be granted unless the diversification of the portfolio will materially change the liquidity of the portfolio by 10% or more and/or a material change to the diversification of the portfolio by 15% or more, which would require prior authorization from the City.
2. Assist the City/Agency with cash flow/maturity analysis.
3. Provide credit analysis of investment instruments in portfolio.
4. Provide monthly/quarterly/annual reporting for the City/Agency managed funds.
5. Attend quarterly meetings (in person or via teleconference) with City staff and Investment Committee.
6. Evaluate market risk and develop strategies that minimize the impact on the portfolio.
7. Provide assurance of portfolio compliance with applicable policies and laws.
8. Establish an appropriate benchmark in addition to the LAIF rate as a benchmark. All earnings should be comparable at a net of fees.
9. Ensure that the portfolio structure matches the City/Agency objectives.
10. Review the City's Investment Policy and make recommendations for changes, as appropriate.
11. Assist the City in establishing and maintaining an authorized broker/dealer list pursuant to the Investment Policy.

Investment practices and procedures must comply with state law, the City's Investment Policy, and any other applicable laws or regulations. The investment advisory firm will be expected to perform to the Prudent Expert Standard.

A. Project Deliverables

As part of the scope of services, the Advisor will also be required to provide the

following deliverable products:

1. **Monthly and Quarterly Reports.** Successful Proposer shall provide monthly and quarterly reports that meet all requirements of the City's Investment Policy and be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and in compliance with Government Accounting Standards Board (GASB) pronouncements, including GASB Statements 31 and 40 and should include the following:
 - a. **Summary of Portfolio Holdings.** A listing of all securities held at the end of the month categorized by type of security, maturity and institution.
 - b. **Investment Performance Report.** At a minimum, the performance report should show total returns for the period compared to the established benchmark.
 - c. **Maturity/Duration Indicators.** The monthly report should include portfolio duration and average maturity statistics to help monitor interest-rate risk.
 - d. **Transaction Summary.** A summary of completed transactions for the month.
 - e. **Mark-to-Market Report.** The monthly report should show the cost and market value for each security in the portfolio.
 - f. **Market Commentary.** The monthly and quarterly reports should contain general commentary on the market, trends that might affect performance, future outlook and other information as deemed appropriate.

All reports shall be due to the City within 30 days of the end of the reporting period.
2. **Attendance at Meetings and Hearings.** As part of the work scope and included in the contract price is attendance by the Advisor at as many "working" meetings with staff as necessary in performing work scope tasks.
3. **Services to Other Clients.** It is understood that the Advisor performs investment management services for other clients. It is understood that the Advisor shall not have any obligations to purchase or sell for the City account any security which the Advisor, its principals, affiliates or employees may purchase or sell for its or their own account or for the account of any client, if in the Advisor's good faith opinion such transaction or investment unsuitable, impractical or undesirable for the City account.
4. **Allocation of Brokerage.** Where the Advisor places orders for the execution of portfolio transactions for the City account, the Advisor may allocate such transactions to such brokers and dealers for execution on

such markets, at such prices and at such commission rates as in the good faith judgement of the Advisor will be in the best interest of the City. The Advisor shall receive no soft dollar benefit for any transaction placed on behalf of the City.

B. Terms of Service

The terms of service will be for a period of three years, with two one year options, which may be exercised at the City's discretion. An option for early termination of the contract may be exercised by the City for persistent non-responsiveness by the firm to City questions or requests or for failure to meet the standards set by the City.



City of Beaumont, California

Investment Policies

1. Introduction

The City of Beaumont shall invest public funds in such a manner as to comply with state and local laws; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Policy; in priority order of Safety, Liquidity and Return on investment.

2. Scope

The City's investment policies apply to all personnel, departments, divisions and offices of the City government as well as all associated accounting funds under the direct authority of the City of Beaumont. These accounting funds include, but are not limited to, the General Fund, Special Revenue Funds, Enterprise Funds, Internal Service Funds, Debt Service Funds, Capital Projects Funds, Private Purpose Trust Funds and Agency Trust Funds. These investment policies are also applicable to the City's blended component units, including the Successor Agency to the Beaumont Redevelopment Agency, Beaumont Utility Authority, Beaumont Public Improvement Authority.

3. Responsibility

The City Manager is ultimately responsible for the City's implementation and compliance with these policies, unless the City Council authorizes exceptions. Under the direction of the City Manager, the Finance Director will review, develop and implement a system of processes and procedures to ensure compliance with these policies throughout the entire organization. The City Manager will work with the Finance Director to ensure these policies are updated on a timely basis.

4. Pooling of Funds

The City of Beaumont consolidates cash balances from all eligible funds to maximize investment earnings. Funds held by the Trustee are not eligible to be pooled. The City schedules its collection of receipts, deposits of funds and disbursements of monies to ensure maximum availability of cash for temporary investment purposes. Investment income is allocated to the various Funds based on their respective participation and in accordance with Generally Accepted Accounting Principles (GAAP).

5. Investment Objectives

The primary objectives (in order of priority) of the City investment activities are the safety of principal and preservation of capital, liquidity, and yield.

1. Safety of Principal and Preservation of Capital. Safety of principal and preservation of capital are the foremost objectives of the investment program. Investments are undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest-rate risk.

A. Credit Risk. The City of Beaumont will minimize credit risk, the risk of loss due to the failure of the security issuer or backer by:

(1) Limiting investments to the safest type of securities. All investments must be made only in investment grade securities A rating or higher.

(2) Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with whom the City of Beaumont will do business.

The City of Beaumont will use the approved purchasing process for any Investment Advisor services. Within this process will be an agreed upon condition that the Investment Advisor's services obtained shall be required to prequalify all financial institutions to comply with the City of Beaumont's Investment Policy.

(3) Diversifying the investment portfolio so that potential losses on overall portfolio will be strictly limited. The investments shall be diversified by:

- Limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
- Investing in securities of varying maturities and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

B. Interest Rate Risk. The City of Beaumont will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates by:

(1) Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity,

(2) Investing operating funds primarily in shorter-term securities or with State and local government investment pools to ensure liquidity needs are met and stability of principal is assured.

2. **Liquidity.** The investment portfolio remains sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrently with the City's cash needs to meet anticipated demands (static liquidity). A portion of the portfolio also may be placed in money market mutual funds or Local Government Investment Pools (LGIP's) which offer either same-day or next-day liquidity. Furthermore, since all possible cash demands cannot be anticipated, the portfolio consists largely of securities with active secondary or resale markets (dynamic liquidity). The City will ensure that liquid resources are available to meet at least six months of operating expenses.

3. **Yield on Investments.** The investment portfolio is designed with the objective of attaining a market rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs of the City. Return on investment is of secondary importance compared to the safety and preservation of capital and liquidity objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to the maturity with the following exceptions:

A. **Loss of Principal.** A security with declining credit may be sold early to minimize loss of principal. While investments in securities that pose some risk of principal loss, the portfolio of investments must be structured to strictly limit the overall loss of principal while seeking to increase the rate of investment return.

B. **Security Swap.** A security swap would improve the quality, yield, or target duration in the portfolio.

C. **Liquidity.** Liquidity needs of the portfolio require that the security be sold. Any non-liquid investments will be structured to ensure they become liquid in time to meet operating expenditures. This will require managing of maturity dates for investments to ensure liquid funds are available when needed.

6. Standards of Care

A. **Prudence.** The standard of prudence used by investment officials is the "prudent" person standard (Civil Code Section 2261, et. seq.) and is applied in the context of management an overall investment portfolio. Investment officers acting in accordance with written procedures and this overall investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and

the liquidity and sale of securities are carried in accordance with the terms of this policy.

Investments are made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

B. Public Trust, Ethics and Conflicts of Interest. Investment officials recognize that the investment portfolio is subject to public review and evaluation. The overall program is designed and managed with a degree of professionalism that is worthy of the public trust.

Officers and employees involved in the investment process will refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials will disclose any material interest in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers will refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City of Beaumont.

C. Delegation of Authority. Authority to manage the City's investment program is granted to the City Manager and his or her designee, hereinafter referred to the "Investment Officer," Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with this investment policy.

7. Authorized Financial Dealers and Institutions

The City will secure the services of one or more approved financial institutions authorized to provide investment services to the to the City of Beaumont. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). A determination should be made to ensure that all approved broker/dealer firms, and individuals covering the City of Beaumont, are reputable and trustworthy. In addition, the broker/dealer firms should have the ability to meet all of their financial obligations in dealing with the City of Beaumont. The firms, and individuals covering the City of Beaumont, should be knowledgeable and experienced in Public Agency investing and the investment products involved. No public deposit shall be made except in a qualified public depository as established by the established state laws. All financial institutions and

broker/dealers who desire to provide investment management services for the City will be selected through a competitive bidding process. At a minimum, any selected investment advisor/ manager will be required to provide evidence of all required licensure and/or certifications.

8. Beaumont's Investment Policy

The City on an annual basis submits a copy of the current investment policy to all financial institutions approved to do business with the City. Confirmation of receipt of this policy is considered evidence that the dealer has read and understands the City's investment policy and will recommend and execute only transactions suitable for and in compliance with the City's Investment Policy. In selecting financial institutions for deposit or investment of City funds, the creditworthiness of the institutions will be considered. The City will continue to monitor financial institution's credit characteristics and financial history throughout the period in which City funds are deposited or invested.

9. Authorized Investments for the City

The City is authorized by California Government Code Section 53600, et.seq. to invest in specific types of securities. Section 43601 of the Government Code sets limits on the type investments that may be in the City portfolio. Refer to attachment A for allowable investment by State of CA.

The City Council may establish further limits on the types of securities in which the City may invest its idle cash. Any investment security (except investment of bond proceeds as explained in the next section) not listed below is not a valid investment for the City of Beaumont.

1. **Local Agency Investment Fund (LAIF) Investments.** LAIF is a special fund of the State of California Treasury that local agencies may use to deposit funds for investment. Investments by the State Treasurer for City funds in LAIF are authorized by the City Council. State law prohibits LAIF from impounding any depositor's funds and prohibits the fund from ever declaring bankruptcy

2. **United States Debt Obligations.** These investments would include U.S. Government direct obligations such as Treasury bills, bonds, notes and other certificates of indebtedness where the full faith and credit of the United States are pledged for payment of principal and interest.

3. **United States Agency Debt Obligations.** These investments include obligations, participations or other instruments of, or issued by, a Federal Agency or a United States Government-Credit Bank (FFCB) or other obligations or other instruments issued by, or

fully guaranteed as to principal and by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association (FNMA). While these U.S. Government debt issues are not backed by the full faith and credit of the United States, they do in fact have defacto backing from the Federal Government, and it would be most unlikely that the government would let any of these agencies default on its obligations.

4. **Repurchase Agreements.** These agreements would be limited to U.S. Government or its authorized Agencies' securities described in Number 2 and Number 3 above, provided that they are held less than a year.

5. **Negotiable Certificates of Deposit (CD).** A Certificate of Deposit (CD) is a time deposit with a specific maturity evidenced by a certificate. Certificates of Deposit must be issued through financial institutions insured by the Federal Deposit Insurance Corporation (FDIC), a federal agency of the United States Government that insures bank deposits up to \$250,000 per account

6. **Pass Book Savings Account Demand Deposits.** Savings accounts are hereby approved by the Beaumont City Council provided they are maintained only with banks and savings and loan institutions which are insured by the Federal Deposit Insurance Corporation (FDIC), a federal agency of the United States Government that insures bank deposits up to \$250,000 per account.

7. **Overnight Repurchase Agreements.** The City is authorized by the City Council to set up a "sweep account" and to enter into an overnight repurchase agreement with an authorized bank to sweep cash from its checking accounts and other appropriate accounts to earn overnight interest on funds in these funds.

8. **State Obligations-CA and Others.** The City is authorized by the City Council to purchase State Obligations that fall within the allowable limits of the State Government Code and within the objectives of the City of Beaumont's Investment Policy.

9. **CA Local Agency Obligations.** The City is authorized by the City Council to purchase CA Local Agency Obligations that fall within the allowable limits of the State Government Code and within the objectives of the City of Beaumont's Investment Policy.

10. **Joint Powers Authority Pool.** The City is authorized by the City Council to invest in Joint Powers Authority Pools as long as they meet the criteria within the State Government Code and within the objectives of the City of Beaumont's investment Policy and would require that statement 10 of this policy is followed prior to entrance into such investment pool.

11. **Money Market Mutual Funds.** The City is authorized by the City Council to invest in Money Market Mutual Funds whose portfolios consist entirely of U.S. government securities and would require that statement 10 of this policy is followed prior to entrance into such mutual fund.

12. **Commercial Paper-Pooled Funds.** Commercial paper is a money-market security issued by large corporations to obtain funds to meet short-term debt obligations and is backed only by an issuing bank or company promise to pay the face amount on the maturity date specified on the note. It is usually sold at a discount of face value. State Government Code requires that only the highest letter and number rating by a nationally recognized statistical ratings organization are allowed.

13. **CDARS Program.** A CDARS program is a CD laddering portfolio that allows investing with a relationship institution for different maturity levels of CDs. Despite using multiple banks, the program will submit one statement which makes administration simple.

10. Investment Pools/Mutual Funds

A thorough investigation of the pool/fund is required prior to investing, and on a continual basis. There shall be a questionnaire developed which will answer the following general questions:

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement process), and how often the securities are priced and program audited.
4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

11. Investment of Bond Proceeds

The City directs the investment of proceeds in bonds or similar debt instruments issued as instructed in the bond indenture or similar investment documents. Bond proceeds are not eligible as a part of the City's pooled funds. Securities authorized by the bond indenture or similar investment documents that are not authorized by the City's Investment Policy will be considered approved when the bond

indenture or similar investment document is approved by the City Council. Bond reserve funds, escrow funds and any funds approved by the City Council may be invested in securities with maturity limits of five years or an appropriate longer period. The bond indenture shall provide any specific restrictions or limitations on either the nature or the duration of the investments, and should be the governing document.

12.Safekeeping and Custody

1. **Custody.** To protect against potential losses by the collapse of individual securities dealers, all securities owned by the City shall be held in safekeeping by a third-party bank trust department acting as agent for the City under the terms of a custody agreement executed by the bank and the City. No outside broker/dealer or advisor may have access to the City funds, accounts or investments, and any transfer of funds to or through an outside broker/dealer must be approved by the City Council.

2. **Internal Control.** A system of internal controls has been established to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or unanticipated changes in financial markets. Internal controls deemed most important include control of collusion, separation of transaction authority from accounting and record keeping, custodial safekeeping, avoid of physical delivery of securities, clear delegation of authority to subordinate staff members, written confirmation of transactions for investments and wire transfers and development of a wire transfer agreement with the lead bank and third-party custodian.

3. **Delivery vs. Payment.** All trades where applicable executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities are held by a third-party custodian as evidenced by safekeeping receipts.

13.Reporting

In accordance with Government Code Section 53646(8)(1), the City Treasurer shall submit to the Finance Committee a quarterly report that will then be taken to the City Council. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for the City of Beaumont by third party contract managers. The report will also include the source of the portfolio valuation. As specified in Government Code 53646(e), if all funds are placed in the Local Agency Investment Fund (LAIF), FDIC insured accounts

and/or county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report must also include a certification that (1) all investment actions executed since the last report have been in full compliance with the investment policy, and, (2) the City of Beaumont will meet its expenditures obligations within the cash flow needs.

14. Investment Policy Adoption and Review

The City's independent certified public accountants annually review and make recommendations regarding the City's investment policies to the City Manager and City Council. In accordance with Senate Bill 564 and Senate Bill 866, effective January 1, 1996, the City staff brings forward each year the City's Investment Policy for review by the City Council.

15. Glossary

Active investment management. An investment management strategy that involves the active trading of securities in an attempt to earn above-average returns on a portfolio. Active investment management requires frequent monitoring of financial markets with the investor taking positions on key market variables in an attempt to "beat" the market.

Arbitrage. The simultaneous purchase and sale of similar assets in order to profit from a price difference between the two assets, such as stocks, bonds, commodities, and currencies. In public finance, the term is commonly used to refer to the investment of bond proceeds in taxable instruments to increase investment income.

Arbitrage rebate. The federal government has imposed restrictions that prohibit an issuer from retaining arbitrage profits when investing bond proceeds at a yield that exceeds the yield on the bonds. The profit is rebated to the federal government.

Bankers' acceptance (BA). A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Benchmark. A benchmark is a composite of securities with specific characteristics such as credit, asset, and maturity. Investors can use a benchmark as a measure to compare the performance of their own portfolio.

Benchmarking. Benchmarking, also known as indexing, is a passive investment management approach in which an investor generally creates a portfolio that strives to achieve a return and risk profile similar to a benchmark or an index.

Certificate of deposit (CD). A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable.

Collateral. Underlying securities that are pledged to secure deposits of public funds. Also used in conjunction with repurchase agreements to protect the entity from default by the counterparty.

Coupon. (a.) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to

a bond evidencing interest due on a payment date.

Custody. The service of an organization, usually a financial institution, of holding (and reporting) a customer's securities for safekeeping. The financial institution is known as the custodian.

Delivery-versus-payment (DVP). A settlement procedure where payment for securities purchase is made simultaneously with the transfer of the purchased securities. The same procedure applies for a securities sale; the securities are transferred as payment is made. This procedure ensures that funds are released upon receipt of securities, thus protecting the government's assets.

Derivative instrument. A security that derives its value from an underlying asset, group of assets, reference rate, or index value. Some derivative instruments can be highly volatile and result in a loss of principal in changing interest rate environments.

Diversification. Dividing investment funds among a variety of securities offering different risk characteristics and independent returns to reduce risk in a portfolio.

Generally accepted accounting principles (GAAP). The criteria normally used by independent auditors to assess whether financial statements are "fairly presented."

Governmental Accounting Standards Board (GASB). The standard-setting body responsible for setting GAAP for state and local governments since 1984.

Leverage. Using borrowed funds for investment purposes or an attempt to increase the rate of return on a investment by buying securities on margin. This practice can be risky if interest rates rise or if investment yields are lower than expected.

Liquidity. A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked price is narrow and reasonable size can be done at those quotes. Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Marking-to-market. The practice of valuing a security or portfolio according to its market value, rather than its cost or book value.

Market value. The price at which a security is trading and could presumably be purchased or sold.

Maturity. The date upon which the principal or stated value of an investment becomes due and payable.

Passive investment management. An investment strategy where securities are bought with the intention of holding them to maturity or to mimic a benchmark or an index with the goal of achieving an average market rate of return.

Portfolio. Collection of securities held by an investor.

Primary dealer. A primary dealer is a bank or securities broker-dealer that trades in the U.S. government securities with the Federal Reserve Bank of New York (FRBNY). It is through the FRBNY Open Market Desk that the Federal Reserve System ("Fed") implements monetary policy. A firm may become a primary dealer by meeting certain requirements, such as minimum capital adequacy standards.

Some governments only conduct investment transactions with primary dealers because of these capital standards.

Prudent person rule. An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state—the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

Rate of return. The amount of income received from an investment, expressed as a percentage. A market rate of return is the yield that an investor can expect to receive in the current interest-rate environment utilizing a buy-and-hold to maturity investment strategy.

Regional dealer. Regional dealers are also referred to as “secondary” or “non-primary” dealers. These are all the firms that are not designated as “primary”. These firms do not trade directly with the FRBNY. Many firms, ranging in size, capitalization, as well as product focus, fall in this category.

Repurchase agreement (repo). A transaction in which a holder of securities sells those securities to an investor with an agreement to repurchase those securities for a fixed price at an agreed-upon date. A master repurchase agreement is a written contract governing all future transactions between the parties and seeks to establish each party’s rights in the transactions.

Reverse repurchase agreement. The opposite of a repurchase agreement. The investor owns the securities or collateral and a bank or dealer temporarily exchanges cash for the collateral for a specified period of time at an agreed-upon interest rate.

Safekeeping. A procedure where securities are held by a third party acting as custodian for a fee.

Securities and Exchange Commission (SEC). The Securities and Exchange Commission is a U.S. government agency having primary responsibility for enforcing the federal securities laws and regulating the securities industry.

SEC Rule 15c3-1. See Uniform Net Capital Rule.

Securities lending. Similar to a reverse repurchase transaction. Financial institutions offer to lend securities owned by institutional clients to brokers in exchange for collateral (typically cash), which is reinvested at a higher rate. The resulting proceeds are split between the client and the lending agent (financial institution).

STRIPS. Securities created by separating the principal and interest portions of bonds, such as 30-year Treasuries, or pools of mortgage-backed securities.

Treasury Bills. A non-interest bearing discounted security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Treasury Bonds. Long-term coupon-bearing discount security issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

Total return. Interest income plus capital gains (or minus losses)

on an investment.

Uniform net capital rule. Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Yield. The percentage return on an investment; also called return. There are several yield calculations that can be made, such as yield to maturity, the promised return assuming all interest and principal payments are made and reinvested at the same rate taking into account price appreciation (if priced below par) or depreciation (if priced above par), or yield to call, the yield an investor will receive if the security is called prior to maturity.

EXHIBIT A - ALLOWABLE INVESTMENT INSTRUMENTS PER STATE
GOVERNMENT CODE (AS OF JANUARY 1, 2020) APPLICABLE TO ALL LOCAL

INVESTMENT TYPE	MAXIMUM MATURITY ^c	MAXIMUM SPECIFIED % OF PORTFOLIO ^d	MINIMUM QUALITY REQUIREMENTS	GOV'T CODE SECTIONS
Local Agency Bonds	5 years	None	None	53601(a)
U.S. Treasury Obligations	5 years	None	None	53601(b)
State Obligations—CA And Others	5 years	None	None	53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
U.S Agency Obligations	5 years	None	None	53601(f)
Bankers' Acceptances	180 days	40% ^e	None	53601(g)
Commercial Paper—Non-Pooled Funds ^f	270 days or less	25% of the agency's money ^g	Highest letter and number rating by an NRSRO ^h	53601(h)(2)(C)
Commercial Paper—Pooled Funds ⁱ	270 days or less	40% of the agency's money ^g	Highest letter and number rating by an NRSRO ^h	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30% ^j	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50% ^k	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50% ^k	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days ^l	20% of the base value of the portfolio	None ^m	53601(j)
Medium-Term Notes ⁿ	5 years or less	30%	"A" rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple ^o	53601(l) and 53601.6(b)
Collateralized Bank Deposits ^p	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass-Through and Asset-Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple ^q	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Voluntary Investment Program Fund ^r	N/A	None	None	16340
Supranational Obligations ^u	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)
Public Bank Obligations	5 years	None	None	53601(r), 53635(c) and 57603

AGENCIES

EXHIBIT "D"

INSURANCE DOCUMENT FROM CONTRACTOR

(insert behind this page)



Staff Report

TO: City Council
FROM: Kyle Warsinski, Economic Development Manager
DATE: February 16, 2021
SUBJECT: Approval of the City of Beaumont Legislative Platform for 2021

Background and Analysis:

The purpose of a legislative platform is to establish City Council's position on various legislative topics and issues. This will allow City staff as well as the City's representatives to act quickly on behalf of the City when legislation is proposed that either agrees with or conflicts with the City's position as described in the platform.

With regard to issues that are not included in the legislative platform, no official City position will be established until the City Council discusses the topic and comes to a consensus. City staff will provide a report to the City on proposed legislation. The report will include the summary, impacts to the City, and other relevant information.

Key principles contained within the platform are as follows:

I. Preserve Local Control

Preserve and protect the City's powers, duties and prerogatives to enact local legislation and policy direction concerning local affairs and oppose legislation that preempts local authority. Local agencies should preserve authority and accountability for revenues raised and services provided.

II. Promote Fiscal Stability

Support measures that promote fiscal stability, predictability, financial independence, and preserve the City's revenue base and maximum local control over local government budgeting. Oppose measures that shift local funds to the County, State or Federal Governments and/or make cities more dependent on the County, State or Federal Governments for financial stability, such as unfunded mandates or mandated costs with no guarantee of local reimbursement or offsetting benefits.

III. Support Funding Opportunities

Support opportunities that allow the City to compete for its fair share of regional, state and federal funding. Support funding for programs with combined benefits to air quality, water quality, affordable housing, infrastructure (including multi-modal transportation systems), public safety and public health.

IV. Enhance Quality of Life Through Adequate Public Safety

Reform recently enacted criminal justice laws – enacted by both statute and initiative – that have eroded public safety protections of Beaumont residents. Protect existing City authority to deliver local emergency services.

The platform contains policy statement covering the following areas:

1. Administration,
2. Economic development,
3. Environment and California Environmental Quality Act (CEQA),
4. Air Quality,
5. Building,
6. Natural hazards,
7. Solid waste and recycling,
8. Water quality and water supply,
9. Land use planning and housing,
10. Education and libraries,
11. Parks and recreation,
12. Human resources and risk management,
13. Public Safety and police,
14. Fire and emergency medical services, and
15. Transportation and public works.

City staff will compose a legislative tracking list to be provided on the form included in Attachment A, which will highlight those bills that may have significant impacts, positively or negatively, on the City. The tracking list will contain City Council's positions on these bills. These positions will be used to either support, oppose, or monitor each bill as it makes its way through the legislative process.

Fiscal Impact:

City staff estimates a cost of \$295 to prepare this memorandum.

Recommended Action:

Approve the 2021 Legislative Platform as proposed.

Attachments:

A. 2021 Legislative Platform and Tracking List



CITY OF BEAUMONT

2021 LEGISLATIVE PLATFORM

PURPOSE

The City of Beaumont's 2021 Legislative Platform confirms the City Council's position on current issues with the potential to directly or indirectly impact the City, thereby establishing guidelines to actively pursue pending legislation through monitoring and communications activities. Below are the Guiding Principles and Policy Statements that will allow City staff to address 2021 legislative and regulatory issues in a timely manner, without precluding the consideration of additional legislative and budget issues that may arise during the legislative session.

GUIDING PRINCIPLES

I. PRESERVE LOCAL CONTROL

Preserve and protect the City's powers, duties and prerogatives to enact local legislation and policy direction concerning local affairs and oppose legislation that preempts local authority. Local agencies should preserve authority and accountability for revenues raised and services provided.

II. PROMOTE FISCAL STABILITY

Support measures that promote fiscal stability, predictability, financial independence, and preserve the City's revenue base and maximum local control over local government budgeting. Oppose measures that shift local funds to the County, State or Federal Governments and/or make cities more dependent on the County, State or Federal Governments for financial stability, such as unfunded mandates or mandated costs with no guarantee of local reimbursement or offsetting benefits.

III. SUPPORT FUNDING OPPORTUNITIES

Support opportunities that allow the City to compete for its fair share of regional, state and federal funding. Support funding for programs with combined benefits to air quality, water quality, affordable housing, infrastructure (including multi-modal transportation systems), public safety and public health.

IV. ENHANCE QUALITY OF LIFE THROUGH ADEQUATE PUBLIC SAFETY

Reform recently enacted criminal justice laws — enacted by both statute and initiative — that have eroded public safety protections of Beaumont residents. Protect existing city authority to deliver local emergency services.

POLICY STATEMENTS

Administration

1. Oppose State or Federal efforts to "borrow" local revenues and encourage the State to find other methods of balancing its budget.
2. Support local government action, rather than the imposition of state, federal or regional mandates upon local governments, as well as federal mandates placed on the state.
3. Support maximum flexibility for local government in contracting and contract negotiations.

4. Support open government initiatives as well as the principles of the open meetings provisions Ralph M. Brown Act at all levels of government.
5. Support legislation that facilitates the ability of local government to share resources to increase efficiencies and decrease costs, including local efforts to address regional management of public safety personnel.
6. Support legislation that preserves the ability of local governments to determine the appropriate type of election for their jurisdiction.
7. Monitor local, state and federal legislation pertaining to e-cigarettes and cannabis.
8. Monitor and evaluate Proposition 13 and city and county tax apportionment proposals.
9. Monitor and evaluate all proposals that include an unfunded mandate.
10. Oppose any amendment to the redistribution of sales and use taxes which will negatively affect the City and its ability to provide city services and thereby cause a negative fiscal impact.

Economic Development

11. Support international, statewide, regional and local efforts to attract, retain and provide resources for current and future commercial and industrial businesses.
12. Support efforts to provide funding mechanisms for economic development tools including infrastructure investment, housing and economic development.
13. Support policies and programs that encourage working with other cities, counties and government agencies to jointly leverage resources and assets to create and strengthen economic clusters within the region.
14. Support policies, projects, programs and regulations for diversifying Beaumont's primary economic base and facilitating investment in the City's industrial areas that will result in maintaining or growing local jobs and creating an environment that is attractive to current and emerging industries.
15. Support economic development initiatives that preserve and enhance a positive business climate and maintain and grow the business tax base.
16. Retain job skills to adapt to economic job changes due to advances in technology.
17. Maintain an equitable program for the continued disbursement of sales and use taxes which reflect local impacts on various communities.

Environment

18. Support legislation that provides funding opportunities focused on coordinating sustainable planning in transportation, housing and economic development.

Air Quality

19. Support continued funding and incentives to local agencies to work together to improve air quality through the reduction of emissions and advancing economic and technical developments.
20. Oppose any policy or guidelines of the California Air Resources Board, or any other agency, that restricts the introduction of mixed-use development projects near multi-modal transportation centers.
21. Support policies, guidelines, incentives and funding for programs with combined benefits to air quality, water quality, housing, infrastructure (including multi-modal transportation systems) and public health.

Building

22. Oppose policies that mandate building requirements with a sole power source.

Natural Hazards

23. Support programs which provide funding to hazard mitigation projects including those identified in a FEMA-approved Local Hazard Mitigation Plan.
24. Support funding of state efforts to update and prepare earthquake hazard mapping.
25. Support legislation and funding that would create an earthquake early warning system.

Solid Waste and Recycling

26. Support measures that maintain and enhance local authority and economic flexibility to regulate solid waste and recyclables.
27. Oppose any measures that invalidate AB 939 (California Integrated Waste Management Act of 1989) indemnification and prevent cities from negotiating indemnification clauses with waste haulers as well as support measures that would mandate state agencies to comply with AB 939 in the same manner as required of cities and counties.

Water Quality and Water Supply

28. Support and monitor legislation that would increase the availability of, and funding for, water conservation, water reuse technologies, water recycling, local water storage and other water supply technologies such as the Groundwater Replenishment System project.
29. Support the enhancement of a reliable and sustainable water supply for California.
30. Support measures to increase water supply and improve water quality in the region, including drought relief legislation
31. Monitor water desalination technologies and support community education efforts, both pro and con, regarding desalination.
32. Support funding opportunities that are provided to local jurisdictions through Proposition 1, the Water Quality, Supply and Infrastructure Improvement Act of 2014 and Proposition 68, Park, Environment, and Water Act of 2016.
33. Support legislation that requires water providers to service housing projects that meet RHNA and or other housing mandates.

California Environmental Quality Act (CEQA)

34. Support all efforts to create efficiencies within CEQA and support efforts to limit delays in the local planning and development process.
35. Support legislation that allows State agencies and local governments to continue to retain full authority to reject projects or to condition project approvals and impose mitigation measures.
36. Support legislation that prevents CEQA lawsuits from being filed for any reason other than a bonafide environmental impact.

Land Use Planning and Housing

37. Support efforts to strengthen the legal and fiscal capability of local agencies to prepare, adopt and implement plans for orderly growth, development, beautification and conservation of local planning areas.

38. Support housing measures that promote the development and enhancement of safe and affordable housing and accessible housing within the City for all economic segments of the population.
39. Support funding opportunities that are provided to local jurisdictions through statewide bond efforts.
40. Monitor local, state and federal actions related to medical and recreational marijuana regulatory changes.
41. Oppose measures to withhold funding dedicated to transportation funding unless proposed housing goals are being met.
42. Oppose measures which would undermine established general plan, zoning and housing documents.
43. Oppose measures which undermine the planning vision of local government and contradict the expectations of our community, which includes projects mitigation their impacts.
44. Support measures which support meeting the State's planning goals while maintaining local control, ensuring communities evolve in a manner that reflects the will of the residents and protects the public's health, safety, and welfare.

Libraries

45. Support full funding of the Public Library fund and other local public library programs.

Education

46. Support measures that support, encourage, and/or fund Career Technical and Science, Technology, Engineering and Math (STEM) educational opportunities.
47. Support legislation that allows cities to have discretionary review on school district planning and requires school districts to mitigate their impact.

Parks and Recreation

48. Oppose efforts that erode funding for vital regional and community services that negatively impact Californian's access to parks, open space, bike lanes, after school programming, youth services, senior services, food programs, facilities that promote physical activity, protect natural resources and strengthen safety and security.
49. Support legislation and funding opportunities (e.g. federal and state park grant funds, conservancy grant funds, project mitigation funds, etc.) that helps cities build better, stronger communities by providing funding to improve air, water, parks, open space, natural resources, historic preservation, the arts and cultural resources.
50. Promote local agency control over policies that recognize the benefits of parks and recreation facilities.

Human Resources and Risk Management

51. Oppose measures that reduce local control over employee relations issues or mandate new or enhanced local government employee benefits.
52. Oppose measures that impose compulsory and binding arbitration with respect to employees.
53. Support legislation to amend the Americans with Disabilities Act to require notice prior to filing a lawsuit.
54. Support pension reform measures designed to control or decrease employer liability or increase transparency in reporting without imposing undo hardships or administrative burdens on local government.

Public Safety

- 55. Support measures that encourage community safety and well-being including those which support state and federal reimbursement of homeland security related expenses.
- 56. Advocate for the strengthening and enforcement of penalties under Proposition 83 (Jessica's Law).

Police

- 57. Support local control over adult entertainment facilities, problem alcohol establishments and properties where illegal drugs are sold.
- 58. Support local control for the regulation of cultivation, storage, manufacture, transport and use of medical marijuana.
- 59. Support legislation increasing resources and local authority for abatement of public vandalism, especially graffiti.
- 60. Support the use of Homeland Security Funds for local law enforcement agencies as first responders.
- 61. Monitor legislation on implementation of best practices regarding law enforcement procedures.
- 62. Advocate for the safeguarding of State asset forfeiture funds for law enforcement training and equipment.

Fire and Emergency Medical Services

- 63. Support local control of emergency medical services and ambulance service, including pre-hospital care and transport.
- 64. Support efforts to streamline and coordinate hazardous materials regulations.
- 65. Oppose National Fire Prevention Association (NFPA) standard 1710 requiring four-person fire crew staffing on each apparatus but support local determination of adequate staffing based on data and analytics.
- 66. Oppose the California Emergency Response Initiative and similar initiatives.

Transportation and Public Works

- 67. Support legislation that would increase funding for local transportation projects including road resurfacing projects, local transit projects, adding bicycle lanes, sidewalks and trails throughout the city where appropriate, programs that facilitate development-oriented transit and transit-oriented development and enhancing pedestrian safety.
- 68. Support increased State and Federal funding of transportation improvements with regional or sub-regional benefits for all modes of transportation.
- 69. Support protection of dedicated transportation-related tax revenues and enhance the ability of local agencies to finance local transportation programs and facilities.
- 70. Support joint planning efforts and projects with Beaumont's border cities on traffic congestion relief projects.
- 71. Support efforts that remove institutional barriers of regulatory differences between public transit providers and school districts. Advocate for cooperation, collaboration, and funding between school districts and public transit providers to develop partnerships in providing transportation to students.
- 72. Support the reallocation of state or federal transportation dollars to reduce VMT by funding the expansion of local rail and transit projects to less populated areas.

73. Support commuter public transportation hubs to be located in areas where there will be a large benefit.

Item 10.

2021 LEGISLATION TRACKING

<u>Bill #</u>	<u>Title</u>	<u>Sponsor</u>	<u>Position</u>	<u>Platform Match</u>
AB				



ANGIE ARCILLA
arcilla@sbemp.com
FIRM ASSISTANT TO ROXANN VOTAW

REPLY TO:
Palm Springs, California

February 3, 2021

CITY OF BEAUMONT PROFESSIONAL SERVICES THRU: 1/31/2021

TOTAL DUE: \$78,225.00

Sincerely,
SBEMP, LLP

By: Angie Arcilla

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2/3/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Urban Logic

Professional services through: 12/30/2020:

Invoice # 62298

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$23,351.00

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2/3/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*AIG

Professional services through: 1/20/2021:

Invoice # 62315

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$6,814.00

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2/3/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Peters

Professional services through: 1/21/2021:

Invoice # 62299

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$2,727.00

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2/3/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Carpenters

Professional services through: 1/24/2021:

Invoice # 62300

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$8,519.80

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2/3/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Blake

Professional services through: 1/31/2021:

Invoice # 62302

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$247.50</u>

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2/3/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Galletta

Professional services through: 1/31/2021;

Invoice # 62303

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$1,787.50

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2/3/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Lee

Professional services through: 1/31/2021:

Invoice # 62305

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$8,807.80

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2/3/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Norton Rose

Professional services through: 1/31/2021:

Invoice # 62307

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$5,768.50

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2/3/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*TalleyAguirre

Professional services through: 1/31/2021:

Invoice # 62308

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$302.50

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Facsimile 760-322-2107

2/3/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Labor&Employ

Professional services through: 1/31/2021:

Invoice # 62310

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$2,600.00

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Facsimile 760-322-2107

2/3/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-OverRetainer

Professional services through: 1/31/2021:

Invoice # 62311

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$9,799.40

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2/3/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Retainer

Professional services through: 1/31/2021:

Invoice # 62312

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$7,500.00

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