

**CITY OF MURRIETA
Council Chambers
1 Town Square
Murrieta, CA 92562**



**Tuesday, July 15, 2025
4:45 PM CLOSED SESSION
6:00 PM REGULAR MEETING**

The City of Murrieta intends to comply with the Americans with Disabilities Act (ADA). Persons with special needs should call the City Clerk Department at (951) 461-6031 or email at CityClerk@murrietaca.gov at least 72 hours in advance. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at City Hall located at 1 Town Square, Murrieta, CA during normal business hours.

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**Cindy Warren
Mayor**

**Jon Levell
Mayor Pro Tem**

**Lisa DeForest
Council Member**

**Lori Stone
Council Member**

**Ron Holliday
Council Member**

**Justin Clifton, City Manager
Tiffany Israel, City Attorney
Cristal McDonald, City Clerk**

**MURRIETA CITY COUNCIL (CC)
MURRIETA COMMUNITY SERVICES DISTRICT (CSD)
MURRIETA FIRE DISTRICT (FD)
MURRIETA LIBRARY BOARD (LB)
MURRIETA REDEVELOPMENT SUCCESSOR AGENCY (RSA)
MURRIETA HOUSING AUTHORITY (HA)
MURRIETA FINANCING AUTHORITY (FA)**

**YOU MAY VIEW THE MEETING LIVESTREAMED VIA THE CITY'S WEBSITE AT
<https://murrieta.legistar.com/Calendar.aspx>**

4:45 PM CLOSED SESSION**CALL TO ORDER****ROLL CALL****PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY****ANNOUNCEMENT OF CLOSED SESSION ITEMS****CLOSED SESSION****CS1.** Conference with Real Property Negotiators

The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding that certain real property at the intersection of Kalmia Street and Jefferson Avenue, APN 903-080-041, 906-080-042, and 906-080-033 with Bold Communities and Fidelis Advisors. The City's real property negotiators, the City Manager, Assistant City Manager, Development Services Director, Economic Development Director, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.

CS2. Conference with Real Property Negotiators

The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding a portion that certain real property known as 24712 Via Silva, Murrieta, CA 92562 with Koroush Khalighi and Parvin Khalighi, Trustees. The City's real property negotiators, the City Manager, Assistant City Manager, Economic Development Director, Public Works Director, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.

CS3. Conference with Legal Counsel - Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code Section 54956.9(d)(2), because there is significant exposure to litigation for one case.

CS4. Conference with Real Property Negotiators

The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding that certain real property located at the Northwest Corner of Linnel Lane and Whitewood Road, Murrieta, Riverside County, CA, at APN 392-290-048 with the California Department of Housing and Community Development and KNE Real Estate. The City's property negotiators, the City Manager, Assistant City Manager, Economic Development Director, and City Attorney will seek direction from the City Council regarding the price and terms of this property.

RECESS TO CLOSED SESSION**6:00 PM REGULAR MEETING****CALL TO ORDER****ANNOUNCEMENT OF CLOSED SESSION ACTION****ROLL CALL****PLEDGE OF ALLEGIANCE****INVOCATION****PRESENTATIONS**

Presentation: Champion for Murrieta

APPROVAL OF AGENDA**CITY MANAGER - ADMINISTRATIVE UPDATE****GOVERNING BODY COMMISSION/COMMITTEE/BOARD (CCB)
REPORTS/ANNOUNCEMENTS**

Governing Body CCB Reports is the opportunity for the City Council to provide a brief report on conferences, seminars, and Commission, Committees, and/or Boards meeting attendance. Reports shall not exceed three minutes. Governing Body Announcements is the opportunity for the City Council to provide miscellaneous reports and announcements. Announcements shall not exceed two minutes. The City Clerk will use the computerized timer.

PUBLIC COMMENTS (NON-AGENDA)

At this time any person may address the governing bodies on any subject pertaining to City business, which does not relate to any item listed on the printed agenda. Normally no action may be considered or taken by the governing bodies on any matter not listed on the agenda. Each speaker will be limited to three minutes.

CONSENT CALENDAR - APPROVAL OF ITEMS 1 – 16

All matters listed on the Consent Calendar are to be considered routine by the governing bodies, and will be enacted by one motion in the form listed. There will be no discussion of these items unless, before the governing body votes on the motion to adopt, specific items are removed from the Consent Calendar for separate motions.

1. Waive Reading of All Ordinance Adoptions on the Agenda and Read by Title Only

2. Minutes

Recommended Action:

Approve the July 1, 2025 Regular meeting minutes.

3. Check Register May 2025

Recommended Action:

Adopt Resolution No. 25-4866 entitled: *A Resolution of the City Council of the City of Murrieta, California, Ratifying the Consolidated Check Register for the Month of May 2025.*

4. Monthly Investment Transaction Report for May 2025

Recommended Action:

Receive and file the Monthly Investment Transaction Report for May 2025.

5. Murrieta General Employees' Association Successor Memorandum of Understanding for the Period July 1, 2024, through June 30, 2027

Recommended Action:

Adopt Resolution No. 25-4867, entitled: *A Resolution of the City Council of the City of Murrieta, California, Approving, Adopting and Implementing a Successor Memorandum of Understanding between the City of Murrieta and the Murrieta General Employees' Association for the Period July 1, 2024, through June 30, 2027.*

6. Murrieta Supervisors' Association Successor Memorandum of Understanding for the Period July 1, 2024, through June 30, 2027

Recommended Action:

Adopt Resolution No. 25-4868 entitled: *A Resolution of the City Council of the City of Murrieta, California, Approving, Adopting and Implementing a Successor Memorandum of Understanding between the City of Murrieta and the Murrieta Supervisors' Association for the Period July 1, 2024, through June 30, 2027.*

7. Renewal of Cisco Meraki Software License and SupportRecommended Action:

Authorize the use of Cooperative Agreement 2018011-02 with Omni Partners to purchase Meraki Licenses and Support services for Fiscal Year 2025/26 and authorize SHI International Corp. to administer the agreement;

Authorize the use of the Cisco Master Agreement;

Approve the contract amount not to exceed \$59,965.36, for Fiscal Year 2025/26; and an amount not to exceed \$75,000, in Fiscal Year 2026/27; and

Authorize the City Manager to execute the use of the agreement, in a form approved by the City Attorney.

8. Approval of Fifth Amended and Restated Agreement for Animal Sheltering ServicesRecommended Action:

Approve the fifth amended and restated agreement for the Southwest Communities Financing Authority for the City of Murrieta's portion of \$442,782 for Fiscal Year 2025/26 which is 11% of the operating and animal sheltering service costs; and

Authorize the Mayor to execute the agreement.

9. Second Amendment to an Agreement with Western Riverside Council of Governments for Regional Food Recovery and Local Assistance ProgramRecommended Action:

Approve the Second Amendment to the Agreement with Western Riverside Council of Governments in the amount of \$56,438, and extend the agreement term by one year for services related to edible food recovery and local assistance for local commercial food generators in compliance with Senate Bill (SB) 1383 requirements; and

Authorize the City Manager to execute the Second Amendment, in a form as approved by the City Attorney.

10. Grant Award for Broadband Access and Computers - Murrieta Youth CenterRecommended Action:

Ratify the Consent Form between the City of Murrieta and the California Public Utilities Commission for Broadband Access Grant funding in an amount not to exceed \$9,003;

Formally accept the grant award from the California Public Utilities Commission in the amount of \$9,003;

Authorize the City Manager to execute all related documents; and

Amend the Fiscal Year (FY) 2025/26 Operating Budget to establish a Special Revenue Fund to allocate and track expenditures associated with the Broadband Access Grant.

11. Consideration of Second Reading to Adopt an Ordinance Approving A Development Agreement for Digital Billboards at Locations Approved by Relocation Agreement

Recommended Action:

Conduct the second reading and adopt Ordinance No. 620-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Approving the Development Agreement with Lamar Central Outdoor, LLC for the Relocation of Billboards Subject to a Relocation Agreement.*

12. Increase Construction Contingency for Glen Arbor Dog Park Project

Recommended Action:

Amend the Fiscal Year 2025/26 Capital Improvement Plan to provide an additional budget appropriation for Capital Improvement Project No. 8273 in the amount of \$92,427.70 using the Park Development Impact Fee Fund Unassigned Fund Balance; and

Approve the First Amendment to the Agreement with Voltaire Engineering, LLC, and authorize the City Manager to approve change orders to P04763 totaling no more than 25% of the original construction contract amount for Glen Arbor Dog Park, Capital Improvement Project 8273.

13. Notice of Completion - Amphitheater Parking Lot & Entryway Monument Project

Recommended Action:

Accept the public improvements for the Amphitheater Parking Lot & Entryway Monument Project, Capital Improvement Project No. 10041; and

Authorize the City Clerk to record a Notice of Completion and release bonds in accordance with State law and City ordinances.

14. Notice of Completion - Tot Lot Phase 1 Improvements

Recommended Action:

Accept as complete the public improvements for the Tot Lot Phase 1 Improvement Project, Capital Improvement Project Nos. 22026, 22035, 22036, and 22038; and

Authorize the City Clerk to record a Notice of Completion and release bonds in accordance with State law and City ordinances.

15. Agreement with Murrieta Valley Unified School District for School Resource Officer and Police Services

Recommended Action:

Approve a three-year agreement with the Murrieta Valley Unified School District to provide School Resource Officers and Police Service; and

Authorize the Mayor to execute the agreement.

16. Engineering Design Services for the Line F Channel Project, CIP No. 13059Recommended Action:

Approve the Agreement for engineering design services for Storm Drain Channel Line F, Capital Improvement Plan No. 13059, with JLC Engineering & Consulting, Inc. in the amount of \$503,000;

Authorize a ten percent (10%) engineering design contingency of \$50,300; and

Authorize the City Manager to execute the Agreement with JLC Engineering & Consulting, Inc. and amendments to the contract not to exceed ten percent (10%).

PULLED CONSENT CALENDAR ITEMS**PUBLIC HEARINGS****17. Development Impact Fee Reduction for Certain Commercial Lodging Land Uses**Recommended Action:

Adopt Resolution No. 25-4869 entitled: *A Resolution of the City Council of the City of Murrieta, California, Amending Resolution No. 25-4827 to Create A Tiered Development Impact Fee for Commercial Lodging Land Uses Excluding Time Shares, Short-Term Vacation Rentals and Properties Under Fractional Ownership.*

18. Annexation No. 1 to Community Facilities District No. 2025-2 (Maintenance Services) of the City of MurrietaRecommended Action:

Acting as the Legislative Body of Community Facilities District (CFD) No. 2025-2 (Maintenance Services), hold a public hearing regarding Annexation No. 1;

Adopt Resolution No. 25-4870 entitled: *A Resolution of the City Council of the City of Murrieta, Acting as the Legislative Body of Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta, Annexing Territory to Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta and Calling Elections Therein (Annexation No. 1 - Rustic Meadows);*

Direct the City Clerk to hold an election with CFD 2025-2; and

Adopt Resolution No. 25-4871 entitled: *A Resolution of the City Council of the City of Murrieta, Acting as the Legislative Body of Community Facilities District No. 2025-2 (Maintenance Services) Certifying Election Results of the July 15, 2025, Annexation and Special Tax Election (Annexation No. 1-Rustic Meadows).*

19. Annexation No. 2 to Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta

Recommended Action:

Acting as the Legislative Body of Community Facilities District (CFD) No. 2025-2 (Maintenance Services), hold a public hearing regarding Annexation No. 2;

Adopt Resolution No. 25-4872 entitled: *A Resolution of the City Council of the City of Murrieta, Acting as the Legislative Body of Community Facilities District No. 2025-2 (Maintenance Services) Annexing Territory to Community Facilities District No. 2025-2 of the City of Murrieta (Maintenance Services) and Calling Elections Therein (Annexation No. 2 - Kensington Apartments);*

Direct the City Clerk to hold an election with CFD 2025-2; and

Adopt Resolution No. 25-4873 entitled: *A Resolution of the City Council of the City of Murrieta, California, Acting as the Legislative Body of Community Facilities District No. 2025-2 (Maintenance Services) Certifying Election Results of the July 15, 2025, Annexation and Special Tax Election (Annexation No. 2 - Kensington Apartments).*

20. Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta

Recommended Action:

Hold a public hearing regarding the formation of Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta;

Adopt Resolution No. 25-4874 entitled: *A Resolution of the City Council of the City of Murrieta, California, Establishing Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta, Authorizing the Levy of a Special Tax Therein, Calling an Election and Approving and Authorizing Certain Actions Related Thereto;*

Direct the City Clerk to hold an election within CFD No. 2025-S;

Adopt Resolution No. 25-4875 entitled: *A Resolution of the City Council of the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta Certifying Election Results; and*

Introduce Ordinance No. 621-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta Authorizing the Levy of Special Taxes.*

21. Community Facilities District No. 2025-4 (Rustic Meadows) of the City of MurrietaRecommended Action:

Hold a public hearing regarding the formation of Community Facilities District (CFD) No. 2025-4 (Rustic Meadows) of the City of Murrieta;

Adopt Resolution No. 25-4876 entitled: *A Resolution of the City Council of the City of Murrieta, California, Establishing Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta, Authorizing the Levy of a Special Tax Therein, Calling an Election and Approving and Authorizing Certain Actions Related Thereto;*

Adopt Resolution No. 25-4877 entitled: *A Resolution of the City Council of the City of Murrieta, California, Acting as the Legislative Body of Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta, Determining the Necessity to Incur Bonded Indebtedness in an Amount Not to Exceed \$5,000,000, within the Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta and Calling an Election Therein;*

Direct the City Clerk to hold an election within CFD No. 2025-4;

Adopt Resolution No. 25-4878 entitled: *A Resolution of the City Council of the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta Certifying Election Results; and*

Introduce Ordinance No. 622-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta Authorizing the Levy of Special Taxes.*

DISCUSSION**22. Appointment to the Unscheduled Vacancy of the Planning Commission**Recommended Action:

Conduct an interview for the one Planning Commission vacancy; and

Appoint a Regular Member of the Planning Commission, term ending December 2028; OR

Take another action the City Council deems appropriate.

RECONSIDERATION**COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS****ADJOURNMENT**



CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. CS1.

Subject:
Conference with Real Property Negotiators

The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding that certain real property at the intersection of Kalmia Street and Jefferson Avenue, APN 903-080-041, 906-080-042, and 906-080-033 with Bold Communities and Fidelis Advisors. The City's real property negotiators, the City Manager, Assistant City Manager, Development Services Director, Economic Development Director, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.



CITY OF MURRIETA

City Council Meeting Agenda

Report

7/15/2025
Agenda Item No. CS2.



CITY OF MURRIETA

City Council Meeting Agenda

Report

7/15/2025
Agenda Item No. CS3.



CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. CS4.

Subject:
Conference with Real Property Negotiators

The City Council will conduct a closed session, pursuant to Government Code Section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding that certain real property located at the Northwest Corner of Linnel Lane and Whitewood Road, Murrieta, Riverside County, CA, at APN 392-290-048 with the California Department of Housing and Community Development and KNE Real Estate. The City's property negotiators, the City Manager, Assistant City Manager, Economic Development Director, and City Attorney will seek direction from the City Council regarding the price and terms of this property.



CITY OF MURRIETA

City Council Meeting Agenda

Report

7/15/2025
Agenda Item No.



CITY OF MURRIETA

City Council Meeting Agenda

Report

7/15/2025
Agenda Item No. 1.

Subject:
Waive Reading of All Ordinance Adoptions on the Agenda and Read by Title Only



CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 2.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Kimberly Ramirez, Deputy City Clerk

SUBJECT: Minutes

RECOMMENDATION

Approve the July 1, 2025 Regular meeting minutes.

ATTACHMENTS

1. July 1, 2025 Meeting minutes

**CITY OF MURRIETA
Council Chambers
1 Town Square
Murrieta, CA 92562**



**Tuesday, July 1, 2025
4:30 PM WORKSHOP
5:30 PM CLOSED SESSION
6:00 PM REGULAR MEETING
MINUTES**

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**Cindy Warren
Mayor**

**Jon Levell
Mayor Pro Tem**

**Lisa DeForest
Council Member**

**Lori Stone
Council Member**

**Ron Holliday
Council Member**

**Justin Clifton, City Manager
Tiffany Israel, City Attorney
Cristal McDonald, City Clerk**

**MURRIETA CITY COUNCIL (CC)
MURRIETA COMMUNITY SERVICES DISTRICT (CSD)
MURRIETA FIRE DISTRICT (FD)
MURRIETA LIBRARY BOARD (LB)
MURRIETA REDEVELOPMENT SUCCESSOR AGENCY (RSA)
MURRIETA HOUSING AUTHORITY (HA)
MURRIETA FINANCING AUTHORITY (FA)**

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4:30 PM WORKSHOP

CALL TO ORDER 4:31 p.m.

ROLL CALL

Present: Council Member Lisa DeForest
Council Member Ron Holliday
Mayor Pro Tem Jon Levell
Mayor Cindy Warren

Absent: Council Member Lori Stone

WS1. Emergency Management 101 Presentation

Staff report and PowerPoint presentation provided by Fire Chief Bernard Molloy, Deputy Fire Chief Mike Lopez, and Disaster Preparedness Coordinator Rachel Hollinger.

The following topics were discussed:

- Automatic aid;
- Mutual aid;
- Incident Command System; and
- Emergency Operation Center activation and training.

Public Comments: None

Action: After discussion, staff was directed via consensus to schedule training for Emergency Operation Center protocol for the City Council.

RECESS 5:24 p.m.

5:30 PM CLOSED SESSION

CALL TO ORDER 5:30 p.m.

ROLL CALL

Present: Council Member Lisa DeForest
 Council Member Ron Holliday
 Mayor Pro Tem Jon Levell
 Mayor Cindy Warren

Absent: Council Member Lori Stone

PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY None

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Clerk Cristal McDonald announced the following Closed Session items:

CLOSED SESSION

CS1. Conference with Legal Counsel - Exposure Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(2), because there is a significant exposure to litigation in one case.

RECESS TO CLOSED SESSION 5:31 p.m.

6:00 PM REGULAR MEETING

CALL TO ORDER 6:01 p.m.

ANNOUNCEMENT OF CLOSED SESSION ACTION

City Attorney Tiffany Israel reported the following Closed Session Action: No reportable action for Closed Session Item No. CS1.

ROLL CALL

Present: Council Member Lisa DeForest
Council Member Ron Holliday
Mayor Pro Tem Jon Levell
Mayor Cindy Warren

Absent: Council Member Lori Stone

PLEDGE OF ALLEGIANCE Council Member Lisa DeForest

INVOCATION Pastor Lyndon Parsons, Murrieta Springs SDA Church

PRESENTATIONS

Certificate of Appreciation: Father’s Day Car Show Judges

APPROVAL OF AGENDA

Action: It was moved by Council Member Holliday, seconded by Council Member DeForest, to approve the Agenda for July 1, 2025.

The motion carried by the following vote:

Ayes: DeForest, Holliday, Levell, Warren
Noes: None
Absent: Stone

CITY MANAGER - ADMINISTRATIVE UPDATE

I-215/Keller Road Interchange Update: Director of Public Works/Engineering Bob Moehling

Southwest Riverside County Elected Leaders Collaborative - Legislative Advocacy Day: City Manager Justin Clifton

Community Update: Public Information Officer Cristina Davies

GOVERNING BODY COMMISSION/COMMITTEE/BOARD REPORTS/ANNOUNCEMENTS

Council Member DeForest: Provided Announcements to be made part of the City’s record.

Council Member Holliday: Provided Announcements to be made part of the City’s record.

Mayor Pro Tem Levell: Provided verbal Announcements.

Mayor Warren: Provided attendance/reported the following:
• Southwest Riverside County Elected Leaders Collaborative

Provided Announcements to be made part of the City’s record.

PUBLIC COMMENTS (NON-AGENDA)

Kassen Klein: Spoke on the benefits of the Community Facilities Districts.

Lynda Thomas: Spoke regarding limited street parking and concerns as the City’s housing development increases.

CONSENT CALENDAR - APPROVAL OF ITEMS 1 – 7

Action: It was moved by Mayor Pro Tem Levell, seconded by Council Member DeForest to approve Consent Calendar Item Nos. 1-7.

Council Member Holliday recused himself from Item No. 3 (Mapleton, Bluestone Highland) due to renting property within 1,000 feet of the project.

Council Member DeForest recused herself from Item No. 3 (Meadowland, Amberwalk 1 and 2) due to owning property within 1,000 feet of the project.

Mayor Pro Tem Levell recused himself from No. 3 (Greer Ranch) due to owning property within 1,000 feet of the project.

The motion carried by the following vote:

Ayes: DeForest, Holliday, Levell, Warren
Noes: None
Absent: Stone

1. Waive Reading of All Ordinance Adoptions on the Agenda and Read by Title Only

2. Minutes

Recommended Action:

Approve the minutes of the June 17, 2025, Regular City Council Meeting.

3. Fiscal Year 2025/26 Tax Rates for the Community Facilities Districts

Council Member Holliday recused himself from Item No. 3 (Mapleton, Bluestone Highland) due to renting property within 1,000 feet of the project.

Council Member DeForest recused herself from Item No. 3 (Meadowland, Amberwalk 1 and 2) due to owning property within 1,000 feet of the project.

Mayor Pro Tem Levell recused himself from No. 3 (Greer Ranch) due to owning property within 1,000 feet of the project.

Recommended Action:

Adopt the Resolutions approving the Fiscal Year 2025/26 Tax Rates for the Community Facilities Districts:

Resolution No. 25-4848 entitled: *A Resolution of the City Council of the City of Murrieta, California, Determining and Levying the Special Tax in Community Facilities District No. 2000-1 (Greer Ranch) for Fiscal Year 2025/26;*

Resolution No. 25-4849 entitled: *A Resolution of the City Council of the City of Murrieta, California, Determining and Levying the Special Tax in Community Facilities District No. 2000-2 (The Oaks) for Fiscal Year 2025/26;*

Resolution No. 25-4850 entitled: *A Resolution of the City Council of the City of Murrieta, California, Determining and Levying the Special Tax in Community Facilities District No. 2001-1 (Bluestone Communities/Murrieta Highlands) for Fiscal Year 2025/26;*

Resolution No. 25-4851 entitled: *A Resolution of the City Council of the City of Murrieta, California, Determining and Levying the Special Tax in Community Facilities District No. 2003-1 (Murrieta Springs) For Fiscal Year 2025/26;*

Resolution No. 25-4852 entitled: *A Resolution of the City Council of the City of Murrieta, California, Determining and Levying the Special Tax in Community Facilities District No. 2003-2 (Blackmore Ranch) for Fiscal Year 2025/26;*

Resolution No. 25-4853 entitled: *A Resolution of the City Council of the City of Murrieta, California, Determining and Levying the Special Tax in Community Facilities District No. 2003-3 (Creeside Village) for Fiscal Year 2025/26;*

Resolution No. 25-4854 entitled: *A Resolution of the City Council of the City of Murrieta, California, Determining and Levying the Special Tax in Community Facilities District No. 2003-4 (Bluestone Communities II/Mapleton) for Fiscal Year 2025/26;*

Resolution No. 25-4855 entitled: *A Resolution of the City Council of the City of Murrieta, California, Determining and Levying the Special Tax in Community Facilities District No. 2004-1 (Bremerton) for Fiscal Year 2025/26;*

Resolution No. 25-4856 entitled: *A Resolution of the City Council of the City of Murrieta,*

California, Determining and Levying the Special Tax in Community Facilities District No. 2004-2 (Murrieta Fields) for Fiscal Year 2025/26;

Resolution No. 25-4857 entitled: A Resolution of the City Council of the City of Murrieta, California, Determining and Levying the Special Taxes in Community Facilities District No. 2004-3 (Meadowlane/Amberwalk I & II) for Fiscal Year 2025/26;

Resolution No. 25-4858 entitled: A Resolution of the City Council of the City of Murrieta, California, Determining and Levying the Special Tax in Community Facilities District No. 2005-1 (Springbrook) for Fiscal Year 2025/26;

Resolution No. 25-4859 entitled: A Resolution of the City Council of the City of Murrieta, California, Determining and Levying the Special Tax in Community Facilities District No. 2005-5 IA A (Golden City) for Fiscal Year 2025/26; and

Resolution No. 25-4860 entitled: A Resolution of the City Council of the City of Murrieta, California, Determining and Levying the Special Tax in Community Facilities District No. 2005-5 IA B (Golden City) for Fiscal Year 2025/26.

4. Fiscal Year 2024 State Homeland Security Program Grant Award

Recommended Action:

Adopt Resolution No. 25-4861 entitled: A Resolution of the City Council of the City of Murrieta, California, Accepting the Fiscal Year 2024 State Homeland Security Program Grant Award and Amending the Fiscal Year 2024/25 Operating Budget to Allocate and Appropriate the Grant Funds;

Accept the Fiscal Year (FY) 2024 State Homeland Security Program Grant award;

Amend the FY 2024/25 Operating Budget to allocate and appropriate the grant funds for \$15,978; and carry over any unused grant budget to Fiscal Year 2025/26; and

Authorize the City Manager, and/or Designee, to sign and submit all necessary grant-related documents and take actions required to accept and implement the grant.

5. Architectural Design Services for Fire Station 1 Remodel

Recommended Action:

Approve a purchase order with TR Design Group, Inc., in the amount of \$174,129, plus a 15% contingency, for a total amount of \$200,248 to perform architectural and consultant services related to the remodel of Fire Station 1.

6. Lee Lane and Greenberg Place Right of Way Acceptance

Recommended Action:

Adopt Resolution No. 25-4862 entitled: A Resolution of the City Council of the City of Murrieta, California, Accepting the Dedications of Lot B made on Parcel Map 8590, Lot F Made on Parcel Map 11076, and Lot F Made on Parcel Map 15203, All Subject to Improvements.

- 7. Continuation of the Emergency Declaration, Appropriation of Funding, and Award of Construction Contract for Hayes Avenue Bridge at Miller Canyon Creek

Recommended Action:

Amend the Capital Improvement Plan (CIP) Budget for Fiscal Year 2025/26 and establish appropriation of \$200,000, using Unassigned Fund Balance from the Drainage Area Fee fund to CIP No. 11004; and

Adopt Resolution No. 25-4863 entitled: *A Resolution of the City Council of the City of Murrieta, California, Declaring that Emergency Conditions Persist, Appropriating Funding, and Approving the Execution of a Contract for Reconstruction of the Hayes Avenue Bridge at Miller Canyon Creek without Notice for Bids Pursuant to California Public Contract Code Section 1102, 20168, and 22050.*

PULLED CONSENT CALENDAR ITEMS None

PUBLIC HEARINGS

- 8. Consider the Levy of 2024 Delinquent Refuse Service Charges on the Fiscal Year 2025/26 Property Tax Roll

Staff report and PowerPoint presentation provided by Management Analyst Pedro Cevallos. Waste Management representatives were available to answer questions from the City Council.

The following topics were discussed:

- Delinquent refuse service charges for 2024; and
- Recovery of delinquent costs.

The public hearing was opened at 6:43 p.m.

Public Testimony: None

The public hearing was closed at 6:43 p.m.

Action: It was moved by Council Member DeForest, seconded by Council Member Holliday to conduct the Public Hearing;

Adopt Resolution No. 25-4864 entitled: *A Resolution of the City Council of the City of Murrieta, California, Affirming the Report of Delinquent Refuse Charges and Directing their Collection on the Fiscal Year 2025/26 Property Tax Roll;* and

Direct the City Manager, or his designee, to file a certified copy of Resolution No. 25-4864 with the Riverside County Tax Collector and/or Auditor-Controller.

The motion carried by the following vote:

Ayes: DeForest, Holliday, Levell, Warren
 Noes: None
 Absent: Stone

9. Fiscal Year 2025/26 Fire Suppression Assessment

Staff report and PowerPoint presentation provided by Finance Director Javier Carcamo.

The following topic was discussed:

- Fire suppression annual assessment.

The public hearing was opened at 6:45 p.m.

Public Testimony: None

The public hearing was closed at 6:45 p.m.

Action: After discussion, it was moved by Council Member Holliday, seconded by Mayor Pro Tem Levell to conduct the Public Hearing;

Adopt Resolution No. MFD 25-226 entitled: *A Resolution of the Board of Directors of the Murrieta Fire District Levying the Fiscal Year 2025/26 Fire Suppression Assessment Fee and Standby or Availability Charge;* and

Authorize the General Manager to execute the associated Proposition 218 Compliance Letter.

The motion carried by the following vote:

Ayes: DeForest, Holliday, Levell, Warren
 Noes: None
 Absent: Stone

10. Murrieta Community Services District Levy of Annual Assessments

The City Clerk noted that due to multiple recusals for Zone G from Council Member Holliday, Council Member DeForest, and Mayor Pro Tem Levell, a straw vote was held where it was pulled that Council Member Holliday would recuse himself from Item No. 10 – Zone G only.

Mayor Warren recused herself from Item No. 10 – Zone N only due to owning property within 1,000 feet of the project.

Council Member Holliday recused himself from Item No. 10 – Zone G and M only due to owning property within 1,000 feet of the project.

Mayor Pro Tem Levell recused himself from Item No. 10 – Zone F and L only due to owning property within 1,000 feet of the project.

Parks and Community Services Manager Lea Kolek and City Consultant Michelle Lasse with Wildan Financial, provided a staff report and PowerPoint presentation.

The following topic was discussed:

- Levy of annual assessments for the Community Services District.

The public hearing was opened at 6:48 p.m.

Written Protest: The City Clerk noted for the record one written protest was filed against the Levy of Annual Assessments.

Public Testimony: None

The public hearing was closed at 6:49 p.m.

Action: After discussion, it was moved by Council Member Holliday, seconded by Mayor Pro Tem Levell to conduct the Public Hearing;

Adopt Resolution No. CSD 25-286 entitled: *A Resolution of the Board of Directors of the Murrieta Community Services District, (1) Amending and/or Approving the Engineer’s Annual Levy Report for the Levy and Collection of Rates and Charges within the Murrieta Community Services District for Fiscal Year 2025/26, and (2) Ordering the Levy and Collection of Rates and Charges within the Murrieta Community Services District for Fiscal Year 2025/26; and*

Direct the Board Secretary to file the levy with the County Auditor upon adoption.

The motion carried by the following vote:

Ayes: DeForest, Holliday, Levell, Warren

Noes: None

Absent: Stone

11. Consolidated Landscaping and Lighting District Levy of Annual Assessments

The City Clerk noted that due to multiple recusals for LLD 16 from Council Member Holliday, and Mayor Pro Tem Levell, a straw vote was held where it was pulled that Mayor Pro Tem Levell would recuse himself from Item No. 11 – LLD 16 only.

Mayor Warren recused herself from Item No. 11 – LLD 11 only due to owning property within 1,000 feet of the project.

Mayor Pro Tem Levell recused himself from Item No. 11 – LLD 16 only due to owning property within 1,000 feet of the project.

Staff report and PowerPoint presentation provided by Parks and Community Services Manager Lea Kolek and City Consultant Michelle Lasse with Wildan Financial.

The following topic was discussed:

- Levy of annual assessments for the Consolidated Landscaping and Lighting District.

The public hearing was opened at 6:54 p.m.

Public Testimony: None

The public hearing was closed at 6:55 p.m.

Action: After discussion, it was moved by Council Member DeForest, seconded by Council Member Holliday to conduct the Public Hearing;

Adopt Resolution No. 25-4865 entitled: *A Resolution of the City Council of the City of Murrieta, California, Confirming Assessments and Providing for Annual Assessment Levy for Fiscal Year 2025/26 in the City of Murrieta Consolidated Landscaping and Lighting District; and*

Authorize the City Clerk to file the assessment roll with the County Auditor.

The motion carried by the following vote:

Ayes: DeForest, Holliday, Levell, Warren
 Noes: None
 Absent: Stone

12. Consideration to Introduce an Ordinance approving a Development Agreement for Digital Billboards at Locations Approved by Relocation Agreement

Staff report and PowerPoint presentation provided by Development Services Director David Chantarangsu and Deputy Director of Development Services Jarrett Ramaiya.

The following topics were discussed:

- Relocation of static billboards;
- Installation of new digital billboards;
- CEQA exemption; and
- Proposed Development Agreement.

The public hearing was opened at 7:08 p.m.

Public Testimony: None

The public hearing was closed at 7:09 p.m.

Action: After discussion, it was moved by Council Member DeForest, seconded by Mayor Pro Tem Levell to conduct the Public Hearing and receive public comments;

Find that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15302 and 15303, as described in this staff report and the Ordinance; and

Introduce and conduct the first reading of Ordinance No. 620-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Approving the Development Agreement with Lamar Central Outdoor, LLC for the Relocation of Billboards Subject to A Relocation Agreement.*

The motion carried by the following vote:

Ayes: DeForest, Holliday, Levell, Warren
Noes: None
Absent: Stone

DISCUSSION

13. Discussion of Concept for Weekly Food Truck Event at Town Square Park

Staff report and PowerPoint presentation provided by Assistant City Manager Kristen Crane and Community Services Director Brian Ambrose.

Alexander Yepremian, owner of Wanderlust Food Truck events, was available to answer questions from the City Council.

Public Comments:

Kassen Klein: Noted outreach concerns to nearby business and proposed a the relocation of the Murrieta Market Nights to the Town Square Park.

Casey Jurado: Spoke on the negative impact the event would have on local businesses and on fee concerns over utilizing the Town Square Park Amphitheater.

Connie McConnell: Spoke on the negative impact the event would have on local businesses and events.

Action: After discussion, staff was provided direction via consensus to send the concept to the Town Square Park and Amphitheater Subcommittee to review, including the fee structure and a pilot program.

RECONSIDERATION None

COUNCIL MEMBER REQUESTS TO ADD OR WITHDRAW ITEMS TO FUTURE AGENDAS
None

ADJOURNMENT 8:08 p.m.

In memoriam of Aidan Zingg.

Cristal McDonald, City Clerk



CITY OF MURRIETA

City Council Meeting Agenda

Report

7/15/2025
Agenda Item No. 3.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Missy Matula, Accounting Specialist

SUBJECT: Check Register May 2025

RECOMMENDATION

Adopt Resolution No. 25-4866 entitled: *A Resolution of the City Council of the City of Murrieta, California, Ratifying the Consolidated Check Register for the Month of May 2025.*

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

BACKGROUND

In accordance with California Government Code (CGC) § 37208, the attached consolidated check register is being presented to the City Council for ratification. To improve transparency, this report includes checks, payroll, and electronic fund transfers, such as Automated Clearing House (ACH) and Wire payments. Staff has reviewed the request for expenditures for the appropriate budgetary approval and for the authorization from the department director or designee. The attached consolidated check register represents the payments issued for May 2025. In accordance with GCS § 37202, the Director of Finance or designee hereby certifies to the accuracy of the following demands and to the availability of funds for payment. Following is a summary and totals for each type of payment issued in May.

| Payment Method | Record Number | Amount |
|------------------|---|----------------|
| Accounts Payable | Check No. 164381-164759 | \$5,111,826.81 |
| ACH/Wires | Wire No. 09002062-0900210, 9002177, and 9002120 | \$3,959,564.92 |
| Payroll | Pay Date - May 1 | \$1,560,719.43 |
| Payroll | Pay Date - May 15 | \$1,542,066.08 |
| Payroll | Pay Date - May 29 | \$1,627,338.89 |

| | |
|-------------------------|-----------------|
| Total May 2025 Payments | \$13,801,516.13 |
|-------------------------|-----------------|

ATTACHMENTS

1. Resolution No. 25-4866

RESOLUTION NO. 25-4866

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, RATIFYING THE CONSOLIDATED CHECK REGISTER FOR THE MONTH OF MAY 2025

WHEREAS, Sections 3.12.060 and 3.12.080 of the Murrieta Municipal Code and California Government Code Section 37208 allow prepayment of demands prior to City Council approval with ratification by the City Council at the next City Council meeting.

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

Section 1. That the consolidated check register, attached as Exhibit A, in the amount of \$13,801,516.13, which includes Accounts Payable \$5,111,826.81 (Check Numbers 164381-164759), Payroll \$4,730,124.40 (for paychecks dated May 1st, May 15th, and May 29th) and ACH/Wires \$3,959,564.92 (Wire Numbers 09002062-09002102, 9002117, and 9002120), for the month of May 2025 is hereby approved.

PASSED AND ADOPTED this 15th day of July, 2025.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4866 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 15th day of July, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk

EXHIBIT A

CONSOLIDATED CHECK REGISTER FOR MAY 2025

| Payment Method | Record Number | Amount |
|--------------------------------|---|------------------------|
| Accounts Payable | Check No. 164381-164759 | \$5,111,826.81 |
| ACH/Wires | Wire No. 09002062-09002102, 9002117, and 9002120 | \$3,959,564.92 |
| Payroll | Pay Date – May 1 | \$1,560,719.43 |
| Payroll | Pay Date – May 15 | \$1,542,066.08 |
| Payroll | Pay Date – May 29 | \$1,627,338.89 |
| Total May 2025 Payments | | \$13,801,516.13 |

City of Murrieta
FEAP004 Consolidated Check Register by Bank
Detail

Check Dates Between May 1, 2025 and May 31, 2025

Bank(s): AP
Status(es): IS - Issued, RV - Reversed
Check Type(s): MW - Machine Written

Report Generated on Jun 16, 2025 3:17:09 PM

Page 1

Bank ID: AP -

| Check | Issue Date | Payee ID | Payee Name | Reference | 2nd Ref | Cancel Date | Check Type | Doc Type | Status | Subsystem | Account | Check Amount | |
|----------|------------|----------|--------------------------------------|------------------|---------|-------------|------------|----------|--------|-----------|-----------------|-------------------|--------|
| 00164381 | 05/01/2025 | V000051 | Affordable Automotive Repair Inc | 96919 | | | MW | CHK | IS | OH | 1103120-62200 | 795.38 | |
| | | | | 96939 | | | MW | CHK | IS | OH | 1103120-62200 | 1,296.66 | |
| | | | | 96954 | | | MW | CHK | IS | OH | 1103120-62200 | 93.47 | |
| | | | | 96972 | | | MW | CHK | IS | OH | 1103120-62200 | 75.89 | |
| | | | | 96974 | | | MW | CHK | IS | OH | 1103120-62200 | 612.12 | |
| | | | | 96983 | | | MW | CHK | IS | OH | 1103120-62200 | 120.92 | |
| | | | | | | | | | | | | \$2,994.44 | |
| 00164382 | 05/01/2025 | V000075 | Allied Traffic & Eqt Rentals | 95965 | | | MW | CHK | IS | OH | 3060060-64040 | 1,572.50 | |
| | | | | | | | | | | | | \$1,572.50 | |
| 00164383 | 05/01/2025 | V000076 | AllStar Fire Equipment Inc | 263473 | | | MW | CHK | IS | OH | 1113520-60880 | 2,519.12 | |
| | | | | | | | | | | | | \$2,519.12 | |
| 00164384 | 05/01/2025 | V005121 | American Eagle Trophies | 13665 | | | MW | CHK | IS | OH | 1102200-62440 | 39.15 | |
| | | | | 13685 | | | MW | CHK | IS | OH | 1103120-62440 | 232.06 | |
| | | | | | | | | | | | | \$271.21 | |
| 00164385 | 05/01/2025 | V000087 | American Forensic Nurse Inc | 79457 | | | MW | CHK | IS | OH | 1103120-60480 | 482.50 | |
| | | | | 79458 | | | MW | CHK | IS | OH | 1103120-60480 | 1,158.00 | |
| | | | | | | | | | | | | \$1,640.50 | |
| 00164386 | 05/01/2025 | V004305 | Badge Frame Inc | 481453 | | | MW | CHK | IS | OH | 1100000-20110 | (6.56) | |
| | | | | | | | | | | | | 1103120-62440 | 81.56 |
| | | | | 481471 | | | MW | CHK | IS | OH | 1100000-20110 | (2.80) | |
| | | | | | | | | | | | | 1103120-62440 | 34.80 |
| | | | | | | | | | | | \$107.00 | | |
| 00164387 | 05/01/2025 | V004594 | Battery Systems Inc | 36652504231346 | | | MW | CHK | IS | OH | 1106160-62200 | 160.41 | |
| | | | | 6617120 | | | MW | CHK | IS | OH | 1106120-64040 | 4,534.05 | |
| | | | | | | | | | | | | \$4,694.46 | |
| 00164388 | 05/01/2025 | V000147 | Bio Tox Labs | 47295 | | | MW | CHK | IS | OH | 1103120-60480 | 2,319.11 | |
| | | | | 47390 | | | MW | CHK | IS | OH | 1103120-60480 | 80.00 | |
| | | | | | | | | | | | | \$2,399.11 | |
| 00164389 | 05/01/2025 | V005851 | Joseph Calise | 0416125JCA | | | MW | CHK | IS | OH | 1103180-64320 | 490.16 | |
| | | | | 041625JC2 | | | MW | CHK | IS | OH | 1103180-64320 | 412.25 | |
| | | | | | | | | | | | | \$902.41 | |
| 00164390 | 05/01/2025 | V004870 | Riley Cameron | 041425RC | | | MW | CHK | IS | OH | 1100000-12210 | (412.25) | |
| | | | | | | | | | | | | 1103180-64360 | 555.35 |
| | | | | | | | | | | | | \$143.10 | |
| 00164391 | 05/01/2025 | V005852 | Jaron Carpenter | 041625JC | | | MW | CHK | IS | OH | 1103180-64360 | 1,706.34 | |
| | | | | | | | | | | | | \$1,706.34 | |
| 00164392 | 05/01/2025 | V004427 | CentralSquare Technologies LLC | 436046 | | | MW | CHK | IS | OH | 1103130-62160 | 3,900.00 | |
| | | | | | | | | | | | | \$3,900.00 | |
| 00164393 | 05/01/2025 | V005313 | David Chantarangsu | 040525 | | | MW | CHK | IS | OH | 1104400-64360 | 191.25 | |
| | | | | | | | | | | | | \$191.25 | |
| 00164394 | 05/01/2025 | V004825 | Charter Communications Operating LLC | 188841201042125 | | | MW | CHK | IS | OH | 7268340-64480 | 22.87 | |
| | | | | 188843901042125 | | | MW | CHK | IS | OH | 7268340-64480 | 1,299.00 | |
| | | | | 188844101042125 | | | MW | CHK | IS | OH | 7268340-64480 | 96.81 | |
| | | | | | | | | | | | | \$1,418.68 | |
| 00164395 | 05/01/2025 | V005425 | Diego Chavez | RVRSIDELIBRARYDC | | | MW | CHK | IS | OH | 1102100-64360 | 50.12 | |
| | | | | | | | | | | | | \$50.12 | |
| 00164396 | 05/01/2025 | V004772 | Cintas First Aid | 5259266405 | | | MW | CHK | IS | OH | 7018100-62440 | 293.35 | |
| | | | | | | | | | | | | \$293.35 | |

| | | | | | | | | | | | |
|----------|------------|---------|--------------------------------------|----------------|----|-----|----|----|---------------|-----------|---------------------|
| 00164397 | 05/01/2025 | V005429 | Code 3 Technology LLC | 25-156 | MW | CHK | IS | OH | 1103180-63400 | 3,907.56 | |
| | | | | | | | | | | | \$3,907.56 |
| 00164398 | 05/01/2025 | V000280 | Computer Alert Systems Inc | 122853 | MW | CHK | IS | OH | 1106155-60480 | 155.25 | |
| | | | | | | | | | | | \$155.25 |
| 00164399 | 05/01/2025 | T04017 | CRP/WWG/Brandywine Storage Owner LLC | RFND1946 | MW | CHK | IS | OH | 8010000-23310 | 10,000.00 | |
| | | | | | | | | | | | \$10,000.00 |
| 00164400 | 05/01/2025 | V000349 | Dell Marketing Lp | 10812523976 | MW | CHK | IS | OH | 7268340-60760 | 3,354.13 | |
| | | | | | | | | | | | \$3,354.13 |
| 00164401 | 05/01/2025 | V004819 | James Duffy | 041625JD | MW | CHK | IS | OH | 1103180-64320 | 37.06 | |
| | | | | | | | | | | | \$37.06 |
| 00164402 | 05/01/2025 | V005775 | Endeavor Video Marketing LLC | 1202 | MW | CHK | IS | OH | 1114100-60020 | 1,500.00 | |
| | | | | | | | | | | | \$1,500.00 |
| 00164403 | 05/01/2025 | V000401 | Ewles Materials | 511234 | MW | CHK | IS | OH | 3060060-64040 | 92.44 | |
| | | | | | | | | | | | \$92.44 |
| 00164404 | 05/01/2025 | V000402 | Excel Landscape Inc | 111091 | MW | CHK | IS | OH | 1715162-62040 | 64,650.30 | |
| | | | | | | | | | 1800050-62040 | 47,372.14 | |
| | | | | | | | | | 1810050-62040 | 4,381.70 | |
| | | | | | | | | | 1820050-62040 | 10,254.86 | |
| | | | | | | | | | 1830050-62040 | 857.33 | |
| | | | | | | | | | 1840050-62040 | 1,219.05 | |
| | | | | | | | | | 1850050-62040 | 65.25 | |
| | | | | | | | | | 1860050-62040 | 1,339.24 | |
| | | | | | | | | | 1880050-62040 | 3,945.58 | |
| | | | | | | | | | 2000050-62040 | 13,735.71 | |
| | | | | | | | | | 2020050-62040 | 1,444.53 | |
| | | | | | | | | | 2030050-62040 | 171.70 | |
| | | | | | | | | | 2040050-62040 | 1,206.46 | |
| | | | | | | | | | 2050050-62040 | 283.88 | |
| | | | | | | | | | 2060050-62040 | 129.35 | |
| | | | | | | | | | 2070050-62040 | 105.31 | |
| | | | | | | | | | 2080050-62040 | 3,238.19 | |
| | | | | | | | | | 2090050-62040 | 502.50 | |
| | | | | | | | | | 2100050-62040 | 3,201.57 | |
| | | | | | | | | | 2110050-62040 | 275.85 | |
| | | | | | | | | | 2120050-62040 | 7,678.27 | |
| | | | | | | | | | 2130050-62040 | 5,323.73 | |
| | | | | | | | | | 2140050-62040 | 410.92 | |
| | | | | | | | | | 2150050-62040 | 865.35 | |
| | | | | | | | | | 2160050-62040 | 9,542.88 | |
| | | | | | | | | | 2170050-62040 | 1,390.75 | |
| | | | | | | | | | 2180050-62040 | 1,900.11 | |
| | | | | | | | | | 2190050-62040 | 12,610.53 | |
| | | | | | | | | | 2200050-62040 | 5,186.38 | |
| | | | | | | | | | 2210050-62040 | 7,460.78 | |
| | | | | | | | | | 2230050-62040 | 2,699.06 | |
| | | | | | | | | | 2240050-62040 | 195.74 | |
| | | | | | | | | | 2250050-62040 | 12,186.58 | |
| | | | | | | | | | 2260050-62040 | 51.51 | |
| | | | | | | | | | 2270050-62040 | 1,686.00 | |
| | | | | | | | | | 2280050-62040 | 1,162.96 | |
| | | | | | | | | | 2290050-62040 | 70.53 | |
| | | | | | | | | | | | \$228,802.58 |
| 00164405 | 05/01/2025 | V002821 | Frontier California Inc | 188-0021 04/25 | MW | CHK | IS | OH | 1103130-64640 | 1,034.88 | |
| | | | | 304-1068 04/25 | MW | CHK | IS | OH | 7268340-64640 | 446.87 | |
| | | | | 600-2886 4/25 | MW | CHK | IS | OH | 7268340-64640 | 304.87 | |
| | | | | 600-5836 4/25 | MW | CHK | IS | OH | 7268340-64640 | 222.99 | |
| | | | | 677-2428 04/25 | MW | CHK | IS | OH | 7268340-64640 | 319.09 | |
| | | | | 696-8117 4/25 | MW | CHK | IS | OH | 7268340-64640 | 661.07 | |
| | | | | 698-1286 4/25 | MW | CHK | IS | OH | 7268340-64640 | 90.82 | |

| | | | | | | | | | | | |
|----------|------------|---------|--|---------------|----|-----|----|----|---------------|------------|---------------------|
| | | | | 698-4226 4/25 | MW | CHK | IS | OH | 7268340-64640 | 148.95 | |
| | | | | 698-4507 4/25 | MW | CHK | IS | OH | 7268340-64640 | 148.95 | |
| | | | | 698-6746 4/25 | MW | CHK | IS | OH | 7268340-64640 | 290.86 | |
| | | | | 698-8217 4/25 | MW | CHK | IS | OH | 7268340-64640 | 112.36 | |
| | | | | 698-8977 4/25 | MW | CHK | IS | OH | 7268340-64640 | 183.32 | |
| | | | | 894-2141 4/25 | MW | CHK | IS | OH | 7268340-64480 | 140.35 | |
| | | | | | | | | | | | \$4,105.38 |
| 00164406 | 05/01/2025 | V000443 | Gardner Company Inc | 106698 | MW | CHK | IS | OH | 1106155-62000 | 200.00 | |
| | | | | | | | | | | | \$200.00 |
| 00164407 | 05/01/2025 | V005853 | Daniel Gonzalez | 041625DG | MW | CHK | IS | OH | 1103180-64320 | 412.25 | |
| | | | | | | | | | | | \$412.25 |
| 00164408 | 05/01/2025 | V004273 | Gosch Ford Temecula | 3288423 | MW | CHK | IS | OH | 1103120-62200 | 620.89 | |
| | | | | 3288428 | MW | CHK | IS | OH | 1103120-62200 | 133.77 | |
| | | | | | | | | | | | \$754.66 |
| 00164409 | 05/01/2025 | V004799 | GovInvest Inc | 2024-5425 | MW | CHK | IS | OH | 1102600-62160 | 29,741.25 | |
| | | | | | | | | | | | \$29,741.25 |
| 00164410 | 05/01/2025 | V005980 | Gui Hyeon Moon | ICE-042225-1 | MW | CHK | IS | OH | 3580030-61960 | 400.00 | |
| | | | | | | | | | | | \$400.00 |
| 00164411 | 05/01/2025 | V003972 | Joe Gutierrez | 041425JG | MW | CHK | IS | OH | 1103180-64320 | 326.25 | |
| | | | | 041425JG2 | MW | CHK | IS | OH | 1103180-64320 | 326.25 | |
| | | | | | | | | | | | \$652.50 |
| 00164412 | 05/01/2025 | V004886 | Industrial Door Group Inc | 25-801818 | MW | CHK | IS | OH | 1106155-62000 | 283.48 | |
| | | | | 25-801820 | MW | CHK | IS | OH | 1106155-62000 | 283.48 | |
| | | | | | | | | | | | \$566.96 |
| 00164413 | 05/01/2025 | V003060 | International City/County Management Association | 1026270 | MW | CHK | IS | OH | 1100000-13060 | 200.00 | |
| | | | | | | | | | | | \$200.00 |
| 00164414 | 05/01/2025 | V005301 | Kingdom Cause Inc | 2025-0300091 | MW | CHK | IS | OH | 1105100-60480 | 36,192.73 | |
| | | | | | | | | | | | \$36,192.73 |
| 00164415 | 05/01/2025 | V005361 | Ryan Marin | 041425RM | MW | CHK | IS | OH | 1103180-64320 | 240.25 | |
| | | | | | | | | | | | \$240.25 |
| 00164416 | 05/01/2025 | V004517 | Jared Matthews | 041425JM | MW | CHK | IS | OH | 1103180-64320 | 240.25 | |
| | | | | | | | | | | | \$240.25 |
| 00164417 | 05/01/2025 | V005836 | Kyle Meyer | 041625KM | MW | CHK | IS | OH | 1103180-64320 | 412.25 | |
| | | | | | | | | | | | \$412.25 |
| 00164418 | 05/01/2025 | V004682 | Michael Baker International Inc | 1245490 | MW | CHK | IS | OH | 1117500-60480 | 1,220.00 | |
| | | | | | | | | | | | \$1,220.00 |
| 00164419 | 05/01/2025 | V003502 | Murrieta Auto Collision | 15144 | MW | CHK | IS | OH | 7018100-61870 | 2,570.22 | |
| | | | | | | | | | | | \$2,570.22 |
| 00164420 | 05/01/2025 | V004782 | Napa Auto Parts | 159667 | MW | CHK | IS | OH | 1106160-62200 | 66.11 | |
| | | | | | | | | | | | \$66.11 |
| 00164421 | 05/01/2025 | V004573 | Noah Nichols | 041425NN | MW | CHK | IS | OH | 1103180-64320 | 326.25 | |
| | | | | | | | | | | | \$326.25 |
| 00164422 | 05/01/2025 | V005956 | Optima RPM Inc. | 5000828 | MW | CHK | IS | OH | 1127500-70000 | 18,596.74 | |
| | | | | | | | | | 3507500-70000 | 18,596.73 | |
| | | | | | | | | | 3777500-70000 | 148,773.88 | |
| | | | | | | | | | | | \$185,967.35 |
| 00164423 | 05/01/2025 | V002834 | Pechanga Band of Indians | 8250411 | MW | CHK | IS | OH | 1113520-71060 | 100,000.00 | |
| | | | | | | | | | | | \$100,000.00 |
| 00164424 | 05/01/2025 | V002755 | Prudential Overall Supply | 132311776 | MW | CHK | IS | OH | 1106145-63800 | 78.98 | |
| | | | | | | | | | | | \$78.98 |
| 00164425 | 05/01/2025 | V000817 | Rancho California Water District | 3028895 04/25 | MW | CHK | IS | OH | 2120050-64660 | 47.93 | |
| | | | | | | | | | | | \$47.93 |
| 00164426 | 05/01/2025 | V000840 | Rightway Portable Toilets | 421528 | MW | CHK | IS | OH | 1106155-62000 | 509.38 | |
| | | | | | | | | | | | \$509.38 |
| 00164427 | 05/01/2025 | V005822 | RWBID Construction Management LLC | 2024-MLEP-009 | MW | CHK | IS | OH | 1317500-70000 | 12,660.00 | |
| | | | | | | | | | | | \$12,660.00 |
| 00164428 | 05/01/2025 | V004402 | Brent Sforzini | 041425BS | MW | CHK | IS | OH | 1103180-64320 | 240.25 | |
| | | | | | | | | | | | \$240.25 |
| 00164429 | 05/01/2025 | V005194 | SHI International Corp | B19389126 | MW | CHK | IS | OH | 7268340-62160 | 73,492.94 | |

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|----------|------------|---------|---------------------------------|----------------|----|-----|----|----|---------------|--------------------|
| 00164464 | 05/08/2025 | V004754 | Concentra Medical Centers | 86445327 | MW | CHK | IS | OH | 1102200-63640 | 252.00 |
| | | | | 86516384 | MW | CHK | IS | OH | 1102200-63640 | 118.00 |
| | | | | 86587919 | MW | CHK | IS | OH | 1102200-63640 | 126.00 |
| | | | | | | | | | 7018100-62440 | 129.00 |
| | | | | | | | | | | \$625.00 |
| 00164465 | 05/08/2025 | V004379 | CoreLogic Solutions LLC | 30776788 | MW | CHK | IS | OH | 7268340-63880 | 840.00 |
| | | | | | | | | | | \$840.00 |
| 00164466 | 05/08/2025 | V000866 | County of Riverside TLMA | TL0000017713 | MW | CHK | IS | OH | 1106120-60240 | 78.84 |
| | | | | | | | | | | \$78.84 |
| 00164467 | 05/08/2025 | V002867 | CR&R Inc | 000003479 | MW | CHK | IS | OH | 1106145-60560 | 2,385.09 |
| | | | | | | | | | 1800050-60560 | 11,191.57 |
| | | | | | | | | | 4316120-60560 | 4,770.18 |
| | | | | | | | | | | |
| | | | | | | | | | | \$18,346.84 |
| 00164468 | 05/08/2025 | V000314 | Culligan of Ontario | 1457192 | MW | CHK | IS | OH | 1513580-62000 | 56.24 |
| | | | | 1457193 | MW | CHK | IS | OH | 1513580-62000 | 58.26 |
| | | | | 1457194 | MW | CHK | IS | OH | 1513580-62000 | 58.26 |
| | | | | 1457411 | MW | CHK | IS | OH | 1513580-62000 | 46.64 |
| | | | | 1457412 | MW | CHK | IS | OH | 1513580-62000 | 46.64 |
| | | | | | | | | | | \$266.04 |
| 00164469 | 05/08/2025 | V000355 | Dewey Pest Control | 17366018 | MW | CHK | IS | OH | 1513580-62000 | 60.00 |
| | | | | 17393150 | MW | CHK | IS | OH | 1513580-62000 | 154.00 |
| | | | | 17399951 | MW | CHK | IS | OH | 1513580-62000 | 165.00 |
| | | | | 17399952 | MW | CHK | IS | OH | 1513580-62000 | 99.00 |
| | | | | | | | | | | \$478.00 |
| 00164470 | 05/08/2025 | V004802 | Enterprise Fleet Management Inc | FBN5293837 | MW | CHK | IS | OH | 1106160-62200 | 3,775.90 |
| | | | | | | | | | 1115120-61560 | 416.50 |
| | | | | | | | | | 1115120-61920 | 7,459.68 |
| | | | | | | | | | 1116160-61560 | 1,036.54 |
| | | | | | | | | | 1116160-61920 | 9,027.40 |
| | | | | | | | | | 1513520-61560 | 1,152.70 |
| | | | | | | | | | 1513520-61920 | 4,876.89 |
| | | | | | | | | | 1715120-62200 | 1,217.61 |
| | | | | | | | | | | |
| | | | | | | | | | | \$28,963.22 |
| 00164471 | 05/08/2025 | V000402 | Excel Landscape Inc | 111057 | MW | CHK | IS | OH | 1820050-62040 | 150.00 |
| | | | | 111075 | MW | CHK | IS | OH | 2160050-62040 | 567.52 |
| | | | | 111284 | MW | CHK | IS | OH | 1810050-62040 | 1,312.71 |
| | | | | 111285 | MW | CHK | IS | OH | 1830050-62040 | 347.54 |
| | | | | 111286 | MW | CHK | IS | OH | 1880050-62040 | 353.68 |
| | | | | 111287 | MW | CHK | IS | OH | 1800050-62040 | 3,474.35 |
| | | | | 111288 | MW | CHK | IS | OH | 2000050-62040 | 581.86 |
| | | | | | | | | | | \$6,787.66 |
| 00164472 | 05/08/2025 | V004127 | Express Plumbing | 1182593 | MW | CHK | IS | OH | 1513580-62000 | 310.00 |
| | | | | 1185136 | MW | CHK | IS | OH | 1513580-62000 | 625.00 |
| | | | | | | | | | | \$935.00 |
| 00164473 | 05/08/2025 | V004399 | Fast 5Xpress | 00252 | MW | CHK | IS | OH | 1103120-62200 | 1,471.00 |
| | | | | 00254 | MW | CHK | IS | OH | 1106160-62200 | 403.00 |
| | | | | | | | | | | \$1,874.00 |
| 00164474 | 05/08/2025 | V004633 | FleetCrew | 60371 | MW | CHK | IS | OH | 1106160-62200 | 400.00 |
| | | | | | | | | | | \$400.00 |
| 00164475 | 05/08/2025 | V002821 | Frontier California Inc | 197-1049 5/25 | MW | CHK | IS | OH | 7268340-64480 | 1,186.00 |
| | | | | 197-2049 04/25 | MW | CHK | IS | OH | 7268340-64480 | 1,040.00 |
| | | | | 197-3542 04/25 | MW | CHK | IS | OH | 7268340-64640 | 467.70 |
| | | | | 304-0470 04/25 | MW | CHK | IS | OH | 7268340-64640 | 90.82 |
| | | | | 304-2849 04/25 | MW | CHK | IS | OH | 7268340-64640 | 76.67 |
| | | | | 304-9149 04/25 | MW | CHK | IS | OH | 7268340-64640 | 76.67 |
| | | | | 304-9549 04/25 | MW | CHK | IS | OH | 7268340-64640 | 72.30 |
| | | | | 304-9560 5/25 | MW | CHK | IS | OH | 7268340-64640 | 297.95 |
| | | | | 600-9059 04/25 | MW | CHK | IS | OH | 7268340-64640 | 150.71 |
| | | | | 677-1670 04/25 | MW | CHK | IS | OH | 7268340-64640 | 90.82 |
| | | | | | | | | | | |

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|----------|------------|---------|---|-----------------|----|-----|----|----|---------------|-----------|--------------------|
| | | | | 677-5511 5/25 | MW | CHK | IS | OH | 7268340-64640 | 294.43 | |
| | | | | 696-3601 5/25 | MW | CHK | IS | OH | 7268340-64640 | 319.46 | |
| | | | | 698-1451 5/25 | MW | CHK | IS | OH | 7268340-64640 | 148.53 | |
| | | | | 698-6519 04/25 | MW | CHK | IS | OH | 7268340-64640 | 76.67 | |
| | | | | 9266050506 5/25 | MW | CHK | IS | OH | 7268340-64480 | 142.13 | |
| | | | | RTO-0069 04/25 | MW | CHK | IS | OH | 7268340-64640 | 57.34 | |
| | | | | | | | | | | | \$4,588.20 |
| 00164476 | 05/08/2025 | V003564 | Miguel Garcia | 042225MG | MW | CHK | IS | OH | 1103120-62440 | 275.00 | |
| | | | | | | | | | | | \$275.00 |
| 00164477 | 05/08/2025 | V000443 | Gardner Company Inc | 106659 | MW | CHK | IS | OH | 1513580-62000 | 511.00 | |
| | | | | 106697 | MW | CHK | IS | OH | 1103120-62000 | 475.00 | |
| | | | | 106732 | MW | CHK | IS | OH | 1106155-62000 | 4,366.66 | |
| | | | | | | | | | | | \$5,352.66 |
| 00164478 | 05/08/2025 | V000837 | Glenn A Rick Engineering & Development Co | 0107526 | MW | CHK | IS | OH | 1106120-60360 | 12,040.00 | |
| | | | | 0107527 | MW | CHK | IS | OH | 3027500-60360 | 12,200.00 | |
| | | | | | | | | | 3067500-60360 | 7,640.00 | |
| | | | | 0107710 | MW | CHK | IS | OH | 3077500-60480 | 5,400.00 | |
| | | | | | | | | | | | \$37,280.00 |
| 00164479 | 05/08/2025 | V000501 | Health and Human Resources Center Inc | E0344232 | MW | CHK | IS | OH | 7018100-60480 | 1,059.15 | |
| | | | | | | | | | | | \$1,059.15 |
| 00164480 | 05/08/2025 | V003584 | Ryan Hollenweger | 042325RH | MW | CHK | IS | OH | 1103180-64320 | 240.25 | |
| | | | | | | | | | | | \$240.25 |
| 00164481 | 05/08/2025 | V003934 | Howroyd Wright Employment Agency Inc | 01-7083617 | MW | CHK | IS | OH | 1102100-60480 | 212.80 | |
| | | | | | | | | | 1104600-60480 | 1,170.40 | |
| | | | | 01-7087381 | MW | CHK | IS | OH | 1102100-60480 | 212.80 | |
| | | | | | | | | | 1104600-60480 | 1,170.40 | |
| | | | | | | | | | | | \$2,766.40 |
| 00164482 | 05/08/2025 | V005749 | HR Green Pacific Inc | 186568 | MW | CHK | IS | OH | 1106120-60600 | 7,804.50 | |
| | | | | 186571 | MW | CHK | IS | OH | 1106120-60600 | 24,437.77 | |
| | | | | | | | | | | | \$32,242.27 |
| 00164483 | 05/08/2025 | V004641 | Impact Southwest Riverside County | 1284 | MW | CHK | IS | OH | 1104100-62976 | 1,000.00 | |
| | | | | | | | | | | | \$1,000.00 |
| 00164484 | 05/08/2025 | V004886 | Industrial Door Group Inc | 25-801819 | MW | CHK | IS | OH | 1103120-62000 | 708.70 | |
| | | | | | | | | | | | \$708.70 |
| 00164485 | 05/08/2025 | V005898 | Iris Group Holdings LLC | 158504610 | MW | CHK | IS | OH | 1103120-62000 | 882.50 | |
| | | | | 158513734 | MW | CHK | IS | OH | 1103120-62000 | 392.50 | |
| | | | | 158564270 | MW | CHK | IS | OH | 1103120-62000 | 872.00 | |
| | | | | | | | | | | | \$2,147.00 |
| 00164486 | 05/08/2025 | T04024 | JM Stitt Construction Inc. | RFND1944 | MW | CHK | IS | OH | 8010000-23310 | 10,000.00 | |
| | | | | | | | | | | | \$10,000.00 |
| 00164487 | 05/08/2025 | T04023 | Kaitlyn Bentley LMFT | RFNDBL33290 | MW | CHK | IS | OH | 1100000-40020 | 14.00 | |
| | | | | | | | | | | | \$14.00 |
| 00164488 | 05/08/2025 | T04022 | LaReina Gray | 83640882 | MW | CHK | IS | OH | 1710000-23060 | 400.00 | |
| | | | | | | | | | | | \$400.00 |
| 00164489 | 05/08/2025 | V003847 | LexisNexis Risk Solutions | 1100131224 | MW | CHK | IS | OH | 1103180-62160 | 429.25 | |
| | | | | | | | | | | | \$429.25 |
| 00164490 | 05/08/2025 | V000604 | Life Assist Inc | 1585887 | MW | CHK | IS | OH | 1513520-64175 | (37.23) | |
| | | | | 1594093 | MW | CHK | IS | OH | 1513520-64175 | 4,111.61 | |
| | | | | | | | | | | | \$4,074.38 |
| 00164491 | 05/08/2025 | V004630 | Linscott Law & Greenspan Engineers | 36716-00108 | MW | CHK | IS | OH | 3067500-60360 | 8,842.00 | |
| | | | | | | | | | | | \$8,842.00 |
| 00164492 | 05/08/2025 | V000606 | Lloyd Pest Control | 8821698 | MW | CHK | IS | OH | 1715162-62000 | 80.00 | |
| | | | | 8839440 | MW | CHK | IS | OH | 1103120-60480 | 119.00 | |
| | | | | 8839441 | MW | CHK | IS | OH | 1103120-60480 | 48.00 | |
| | | | | 8840018 | MW | CHK | IS | OH | 1106155-62000 | 46.00 | |
| | | | | 8840711 | MW | CHK | IS | OH | 1106155-62000 | 95.00 | |
| | | | | 8840723 | MW | CHK | IS | OH | 1106155-62000 | 150.00 | |
| | | | | | | | | | | | \$538.00 |
| 00164493 | 05/08/2025 | V000582 | LN Curtis & Sons | INV939327 | MW | CHK | IS | OH | 1113520-60880 | 3,677.26 | |

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|----------|------------|---------|--|-----------------|----|-----|----|----|---------------|-------------|---------------------|
| 00164508 | 05/08/2025 | V003407 | Riverside County Law Enforcement Admin Assoc | RCLETA2025 | MW | CHK | IS | OH | 1103180-63880 | 50.00 | \$50.00 |
| 00164509 | 05/08/2025 | V005917 | Roy Allan Slurry Seal Inc | 4658 | MW | CHK | IS | OH | 3020000-20060 | (33,661.14) | |
| | | | | | | | | | 3027500-70000 | 673,222.49 | \$639,561.35 |
| 00164510 | 05/08/2025 | V004680 | RSD Alarms | 47629 | MW | CHK | IS | OH | 1513580-62000 | 50.00 | |
| | | | | 47630 | MW | CHK | IS | OH | 1513580-62000 | 50.00 | \$100.00 |
| 00164511 | 05/08/2025 | V000878 | RSG Inc | 12919 | MW | CHK | IS | OH | 3220040-60480 | 962.50 | |
| | | | | 13271 | MW | CHK | IS | OH | 3220040-60480 | 607.50 | |
| | | | | 13272 | MW | CHK | IS | OH | 3220040-60480 | 977.50 | \$2,547.50 |
| 00164512 | 05/08/2025 | V005822 | RWBID Construction Management LLC | 2025-MIC-001 | MW | CHK | IS | OH | 1107500-70000 | 5,531.75 | |
| | | | | | | | | | 1127500-70000 | 1,185.37 | |
| | | | | | | | | | 3507500-70000 | 1,185.38 | \$7,902.50 |
| 00164513 | 05/08/2025 | V004734 | SC Fuels | IN-0000113579 | MW | CHK | IS | OH | 1513520-62220 | 1,363.79 | |
| | | | | IN-0000115538 | MW | CHK | IS | OH | 1513520-62220 | 1,574.11 | |
| | | | | IN-0000117140 | MW | CHK | IS | OH | 1103120-62220 | 6,854.77 | \$9,792.67 |
| 00164514 | 05/08/2025 | V000965 | Shred-It | 8010656292 | MW | CHK | IS | OH | 1103120-60480 | 140.00 | \$140.00 |
| 00164515 | 05/08/2025 | V004938 | SoCal Wax Shop Inc | 77268 | MW | CHK | IS | OH | 1103120-62200 | 45.00 | |
| | | | | 77269 | MW | CHK | IS | OH | 1103120-62200 | 45.00 | \$90.00 |
| 00164516 | 05/08/2025 | V005054 | South Coast Copy Systems | 39024527 | MW | CHK | IS | OH | 7268340-60480 | 45.97 | |
| | | | | 39024528 | MW | CHK | IS | OH | 7268340-60480 | 3,627.57 | \$3,673.54 |
| 00164517 | 05/08/2025 | V000946 | Southern CA Edison Company | 0245686 04/25 | MW | CHK | IS | OH | 1103120-64520 | 199.52 | |
| | | | | 1391480 04/25 | MW | CHK | IS | OH | 1513580-64520 | 574.75 | |
| | | | | 1512297 05/25 | MW | CHK | IS | OH | 3060060-64560 | 4,853.93 | |
| | | | | 2272173 04/25 | MW | CHK | IS | OH | 1513580-64520 | 360.89 | |
| | | | | 2306832 04/25 | MW | CHK | IS | OH | 1513520-64520 | 909.37 | |
| | | | | | | | | | 1513580-64520 | 909.37 | |
| | | | | 2318653 04/25 | MW | CHK | IS | OH | 1513580-64520 | 810.11 | |
| | | | | 2347349 04/25 | MW | CHK | IS | OH | 1513580-64520 | 1,141.14 | |
| | | | | 2893221 04/25 | MW | CHK | IS | OH | 1106155-64520 | 1,433.05 | |
| | | | | 3655074 05/25 | MW | CHK | IS | OH | 3060060-64560 | 98.83 | |
| | | | | 5816947 04/25 | MW | CHK | IS | OH | 1106155-64520 | 10,880.58 | |
| | | | | 7060397 04/25 | MW | CHK | IS | OH | 1103120-64520 | 5,030.29 | \$27,201.83 |
| 00164518 | 05/08/2025 | V005534 | Robert Steinbauer | 042425RS | MW | CHK | IS | OH | 1513590-63800 | 300.00 | \$300.00 |
| 00164519 | 05/08/2025 | V004009 | T-Mobile USA Inc | 9603193477 | MW | CHK | IS | OH | 1103180-63400 | 50.00 | \$50.00 |
| 00164520 | 05/08/2025 | V004009 | T-Mobile USA Inc | 994368353 04/25 | MW | CHK | IS | OH | 1513520-64640 | 965.65 | \$965.65 |
| 00164521 | 05/08/2025 | V004715 | The Press Enterprise | 0011729220 | MW | CHK | IS | OH | 1104400-60040 | 613.82 | \$613.82 |
| 00164522 | 05/08/2025 | V005567 | Tier 1 Investigations LLC | 1189 | MW | CHK | IS | OH | 1102200-63640 | 1,500.00 | \$1,500.00 |
| 00164523 | 05/08/2025 | V004568 | TransUnion Risk and Alternative Data Solutions Inc | 913081-202504-1 | MW | CHK | IS | OH | 1103180-60480 | 614.60 | \$614.60 |
| 00164524 | 05/08/2025 | V004983 | Tyler Technologies Inc | 025-506252 | MW | CHK | IS | OH | 1107500-71020 | 200.00 | |
| | | | | 025-506253 | MW | CHK | IS | OH | 1114140-60480 | 1,200.00 | |
| | | | | 025-507853 | MW | CHK | IS | OH | 1107500-71020 | 1,050.00 | |
| | | | | 025-507854 | MW | CHK | IS | OH | 1114140-60480 | 1,400.00 | |
| | | | | 025-508531 | MW | CHK | IS | OH | 1114140-60480 | 600.00 | \$4,450.00 |

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| 00164525 | 05/08/2025 | V002822 | Verizon Wireless | 6111751090 | MW | CHK | IS | OH | 1513520-64640 | 2,303.76 | | | | |
| | | | | 6112133647 | MW | CHK | IS | OH | 1513590-64080 | 686.41 | | | | |
| | | | | 6112133648 | MW | CHK | IS | OH | 1103120-64640 | 218.41 | | | | |
| | | | | | MW | CHK | IS | OH | 1103120-64640 | 205.37 | | | | |
| | | | | | | | | | | \$3,413.95 | | | | |
| 00164526 | 05/08/2025 | V005936 | Vince Kulow | 2025-0002 | MW | CHK | IS | OH | 1113580-62000 | 8,000.00 | | | | |
| | | | | 2025-0003 | MW | CHK | IS | OH | 1113580-62000 | 725.00 | | | | |
| | | | | 2025-0004 | MW | CHK | IS | OH | 1113580-62000 | 1,250.00 | | | | |
| | | | | 2025-0005 | MW | CHK | IS | OH | 1113580-62000 | 4,200.00 | | | | |
| | | | | | | | | | | \$14,175.00 | | | | |
| 00164527 | 05/08/2025 | V001139 | Youngblood & Associates | 2519A | MW | CHK | IS | OH | 1102200-63640 | 300.00 | | | | |
| | | | | | | | | | | \$300.00 | | | | |
| 00164528 | 05/08/2025 | V005275 | Yunex LLC | 5610005008 | MW | CHK | IS | OH | 1106150-61960 | 761.29 | | | | |
| | | | | 5610005037 | MW | CHK | IS | OH | 1106150-61960 | 360.00 | | | | |
| | | | | 90004253 | MW | CHK | IS | OH | 1106120-60240 | 9,475.00 | | | | |
| | | | | 90004273 | MW | CHK | IS | OH | 1106120-60240 | 9,475.00 | | | | |
| | | | | | | | | | | \$20,071.29 | | | | |
| 00164529 | 05/09/2025 | V003131 | Aflac | 2232/2501080 | MW | CHK | IS | OH | 1100000-21720 | 2,449.74 | | | | |
| | | | | | | | | | 1102600-53000 | 0.02 | | | | |
| | | | | | | | | | 1110000-21720 | 868.97 | | | | |
| | | | | | | | | | 1190000-21720 | 31.94 | | | | |
| | | | | | | | | | 1510000-21720 | 415.78 | | | | |
| | | | | | | | | | 1710000-21720 | 398.40 | | | | |
| | | | | | | | | | 3060000-21720 | 170.30 | | | | |
| | | | | | | | | | 3110000-21720 | 108.36 | | | | |
| | | | | | | | | | 3580000-21720 | 29.43 | | | | |
| | | | | | | | | | 7260000-21720 | 109.86 | | | | |
| | | | | | | | | | 1100000-21720 | 777.38 | | | | |
| | | | | | | | | | 1110000-21720 | 196.02 | | | | |
| | | | | 1190000-21720 | 9.81 | | | | | | | | | |
| | | | | 1510000-21720 | 36.30 | | | | | | | | | |
| | | | | 3060000-21720 | 36.24 | | | | | | | | | |
| | | | | 3110000-21720 | 76.96 | | | | | | | | | |
| | | | | 3580000-21720 | 2.93 | | | | | | | | | |
| | | | | 7260000-21720 | 118.82 | | | | | | | | | |
| | | | | | | | | | | | | | | \$5,837.26 |
| | | | | 00164530 | 05/09/2025 | V000698 | National Peace Officers & Firefighters | 2250/2501080 | MW | CHK | IS | OH | 1510000-21720 | 72.00 |
| | | | | | | | | | | \$72.00 | | | | |
| 00164531 | 05/09/2025 | V000773 | Pre-Paid Legal Services Inc | 2600/2501080 | MW | CHK | IS | OH | 1100000-21440 | 125.55 | | | | |
| | | | | | | | | | 1110000-21440 | 51.80 | | | | |
| | | | | | | | | | 1510000-21440 | 51.80 | | | | |
| | | | | | | | | | 1710000-21440 | 79.75 | | | | |
| | | | | | | | | | | \$308.90 | | | | |
| 00164532 | 05/09/2025 | V003638 | U.S. Bank Trustee For PARS/ARS 6746022400 | 1401/2501080 | MW | CHK | IS | OH | 1100000-21600 | 24.47 | | | | |
| | | | | | | | | | 1110000-21600 | 50.48 | | | | |
| | | | | | | | | | 1710000-21600 | 130.01 | | | | |
| | | | | 2401/2501080 | MW | CHK | IS | OH | 3110000-21600 | 104.34 | | | | |
| | | | | | | | | | 1100000-21600 | 116.72 | | | | |
| | | | | | | | | | 1110000-21600 | 240.83 | | | | |
| | | | | | | | | | 1710000-21600 | 620.58 | | | | |
| 3110000-21600 | 497.86 | | | | | | | | | | | | | |
| | | | | | | | | | | \$1,785.29 | | | | |
| 00164533 | 05/09/2025 | V005865 | Washington State Council of Fire Fighters | 1184/2501080 | MW | CHK | IS | OH | 1110000-21303 | 1,200.00 | | | | |
| | | | | 2184/2501080 | MW | CHK | IS | OH | 1510000-21303 | 4,400.00 | | | | |
| | | | | | | | | | 1110000-21304 | 1,200.00 | | | | |
| | | | | | | | | | 1510000-21304 | 4,400.00 | | | | |
| | | | | | | | | | | \$11,200.00 | | | | |
| 00164534 | 05/15/2025 | V002747 | Advantage Vending Services | 033127 | MW | CHK | IS | OH | 1101600-62440 | 995.00 | | | | |
| | | | | | | | | | | \$995.00 | | | | |

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|---------------------|------------|---------|-----------------------------------|------------------|---------------|----------|----|----|---------------|-----------|
| 00164535 | 05/15/2025 | V003581 | Airgas USA LLC | 5516330199 | MW | CHK | IS | OH | 1513520-60480 | 78.24 |
| | | | | 5516330339 | MW | CHK | IS | OH | 1513520-60480 | 197.66 |
| | | | | 5516330492 | MW | CHK | IS | OH | 1513520-60480 | 331.24 |
| | | | | 5516330640 | MW | CHK | IS | OH | 1513520-60480 | 89.71 |
| | | | | 5516330781 | MW | CHK | IS | OH | 1513520-60480 | 135.59 |
| | | | | 9160909382 | MW | CHK | IS | OH | 1513520-60480 | 191.62 |
| \$1,024.06 | | | | | | | | | | |
| 00164536 | 05/15/2025 | V005378 | Aleshire & Wynder LLP | 94610 | MW | CHK | IS | OH | 1101200-60440 | 8,377.00 |
| | | | | 94611 | MW | CHK | IS | OH | 1101200-60440 | 4,439.90 |
| | | | | 94612 | MW | CHK | IS | OH | 7018100-60440 | 3,810.20 |
| | | | | 94613 | MW | CHK | IS | OH | 1101200-60440 | 19,952.00 |
| | | | | 94614 | MW | CHK | IS | OH | 1101200-60440 | 1,025.50 |
| | | | | 94615 | MW | CHK | IS | OH | 1101200-60440 | 6,832.10 |
| | | | | 94616 | MW | CHK | IS | OH | 1101200-60440 | 1,651.20 |
| | | | | 94617 | MW | CHK | IS | OH | 1101200-60440 | 15,553.55 |
| | | | | 94618 | MW | CHK | IS | OH | 1101200-60440 | 4,160.54 |
| | | | | 94619 | MW | CHK | IS | OH | 1101200-60440 | 1,479.20 |
| | | | | 94621 | MW | CHK | IS | OH | 7018100-60440 | 305.80 |
| | | | | 94622 | MW | CHK | IS | OH | 1101200-60440 | 2,464.40 |
| | | | | 94623 | MW | CHK | IS | OH | 1101200-60440 | 11,645.20 |
| | | | | 94624 | MW | CHK | IS | OH | 1101200-60440 | 5,178.30 |
| | | | | 94625 | MW | CHK | IS | OH | 1101200-60440 | 4,462.50 |
| | | | | 94626 | MW | CHK | IS | OH | 1101200-60440 | 8,109.40 |
| | | | | 94627 | MW | CHK | IS | OH | 1101200-60440 | 20,392.20 |
| | | | | 94628 | MW | CHK | IS | OH | 1101200-60440 | 35,491.70 |
| | | | | 94629 | MW | CHK | IS | OH | 1101200-60440 | 404.00 |
| | | | | 94630 | MW | CHK | IS | OH | 1101200-60440 | 5,494.40 |
| 94631 | MW | CHK | IS | OH | 1101200-60440 | 646.40 | | | | |
| 94632 | MW | CHK | IS | OH | 1101200-60440 | 646.40 | | | | |
| 94633 | MW | CHK | IS | OH | 1101200-60440 | 586.00 | | | | |
| 94634 | MW | CHK | IS | OH | 1101200-60440 | 1,826.48 | | | | |
| 94635 | MW | CHK | IS | OH | 1101200-60440 | 4,487.90 | | | | |
| \$169,422.27 | | | | | | | | | | |
| 00164537 | 05/15/2025 | V000075 | Allied Traffic & Eq't Rentals | 96103 | MW | CHK | IS | OH | 3060060-64040 | 1,924.88 |
| | | | | 96125 | MW | CHK | IS | OH | 3060060-64040 | 454.58 |
| | | | | 96138 | MW | CHK | IS | OH | 3060060-64040 | 152.25 |
| \$2,531.71 | | | | | | | | | | |
| 00164538 | 05/15/2025 | V000076 | AllStar Fire Equipment Inc | 250416 | MW | CHK | IS | OH | 1113520-60880 | 2,437.06 |
| \$2,437.06 | | | | | | | | | | |
| 00164539 | 05/15/2025 | V005121 | American Eagle Trophies | 13823 | MW | CHK | IS | OH | 1513520-60880 | 133.11 |
| \$133.11 | | | | | | | | | | |
| 00164540 | 05/15/2025 | V000093 | American Towers LLC | 4913975 | MW | CHK | IS | OH | 1513520-60480 | 1,367.05 |
| \$1,367.05 | | | | | | | | | | |
| 00164541 | 05/15/2025 | V004318 | Terri Aylward | 05092025TA | MW | CHK | IS | OH | 1513580-62440 | 120.86 |
| | | | | 05092025TA AFSS | MW | CHK | IS | OH | 1113520-64280 | 35.75 |
| | | | | 05092025TA S-261 | MW | CHK | IS | OH | 1113520-64280 | 168.01 |
| \$324.62 | | | | | | | | | | |
| 00164542 | 05/15/2025 | T04018 | Bonny Love | 84785767 | MW | CHK | IS | OH | 1710000-23060 | 500.00 |
| \$500.00 | | | | | | | | | | |
| 00164543 | 05/15/2025 | V004748 | Bound Tree Medical | 85746022 | MW | CHK | IS | OH | 1513520-64175 | 130.99 |
| \$130.99 | | | | | | | | | | |
| 00164544 | 05/15/2025 | T04019 | Christie Blair | 84812536 | MW | CHK | IS | OH | 1715144-43711 | 40.00 |
| \$40.00 | | | | | | | | | | |
| 00164545 | 05/15/2025 | V004772 | Cintas First Aid | 5262668801 | MW | CHK | IS | OH | 7018100-62440 | 438.37 |
| | | | | 5269760705 | MW | CHK | IS | OH | 7018100-62440 | 81.30 |
| \$519.67 | | | | | | | | | | |
| 00164546 | 05/15/2025 | V005492 | Complete Office of California Inc | 4230981-0 | MW | CHK | IS | OH | 7268340-64080 | 554.08 |
| \$554.08 | | | | | | | | | | |
| 00164547 | 05/15/2025 | T04021 | Cornelia Ramos | 85409670 | MW | CHK | IS | OH | 1710000-23060 | 500.00 |

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|----------|------------|---------|---|---|--|----|-----|----|----|---------------|------------|---------------------|
| | | | | 85409754 | | MW | CHK | IS | OH | 1715144-44461 | 0.30 | |
| | | | | | | | | | | | | \$500.30 |
| 00164548 | 05/15/2025 | T03981 | Cynthia Alonzo | 85940590 | | MW | CHK | IS | OH | 1710000-23060 | 500.00 | |
| | | | | | | | | | | | | \$500.00 |
| 00164549 | 05/15/2025 | V000337 | Data Ticket Inc | 177419 178714 | | MW | CHK | IS | OH | 1101800-60480 | 51.57 | |
| | | | | | | MW | CHK | IS | OH | 1101800-60480 | 105.27 | |
| | | | | | | | | | | | | \$156.84 |
| 00164550 | 05/15/2025 | V000367 | Dooley Enterprises Inc | 69960 | | MW | CHK | IS | OH | 1103120-64200 | 35,137.28 | |
| | | | | | | | | | | | | \$35,137.28 |
| 00164551 | 05/15/2025 | V000374 | Environmental Systems Research Inc | 900008425 | | MW | CHK | IS | OH | 7268340-62160 | 19,280.00 | |
| | | | | | | | | | | | | \$19,280.00 |
| 00164552 | 05/15/2025 | V005513 | Event Services LLC | 041925CIOFMU-EAS | | MW | CHK | IS | OH | 1105000-63360 | 2,174.15 | |
| | | | | | | | | | | | | \$2,174.15 |
| 00164553 | 05/15/2025 | V000401 | Ewles Materials | 512183 | | MW | CHK | IS | OH | 3060060-64040 | 84.28 | |
| | | | | | | | | | | | | \$84.28 |
| 00164554 | 05/15/2025 | V000402 | Excel Landscape Inc | 111226 111227 111228 | | MW | CHK | IS | OH | 1810050-62040 | 272.90 | |
| | | | | | | MW | CHK | IS | OH | 1800050-62040 | 357.32 | |
| | | | | | | MW | CHK | IS | OH | 2080050-62040 | 216.23 | |
| | | | | | | | | | | | | \$846.45 |
| 00164555 | 05/15/2025 | V000409 | Federal Express Corporation | 8-834-80956 8-855-82165 | | MW | CHK | IS | OH | 1101400-62680 | 124.21 | |
| | | | | | | | | | | 1103120-62680 | 79.31 | |
| | | | | | | MW | CHK | IS | OH | 1103120-62680 | 28.03 | |
| | | | | | | | | | | | | \$231.55 |
| 00164556 | 05/15/2025 | V005962 | Fish & Fischer LLC | 3214982 | | MW | CHK | IS | OH | 3580030-71010 | 10,548.00 | |
| | | | | | | | | | | | | \$10,548.00 |
| 00164557 | 05/15/2025 | V002821 | Frontier California Inc | 197-0631 5/25 197-0886 05/25 677-7289 04/25 679-7612 5/25 894-6225 5/25 | | MW | CHK | IS | OH | 7268340-64480 | 232.38 | |
| | | | | | | MW | CHK | IS | OH | 1103120-64480 | 1,011.00 | |
| | | | | | | MW | CHK | IS | OH | 7268340-64640 | 315.73 | |
| | | | | | | MW | CHK | IS | OH | 7268340-64640 | 224.12 | |
| | | | | | | MW | CHK | IS | OH | 7268340-64480 | 129.48 | |
| | | | | | | | | | | | | \$1,912.71 |
| 00164558 | 05/15/2025 | V000837 | Glenn A Rick Engineering & Development Co | 0107366 | | MW | CHK | IS | OH | 1104400-60480 | 14,437.50 | |
| | | | | | | | | | | | | \$14,437.50 |
| 00164559 | 05/15/2025 | V005527 | GRC Associates | 48-2504 | | MW | CHK | IS | OH | 3410010-60480 | 5,417.60 | |
| | | | | | | | | | | | | \$5,417.60 |
| 00164560 | 05/15/2025 | V005779 | J. Harris Industrial Water Treatment Inc | 2285562 | | MW | CHK | IS | OH | 1113580-60800 | 346.59 | |
| | | | | | | | | | | | | \$346.59 |
| 00164561 | 05/15/2025 | V005979 | LDV Inc. | 500439 | | MW | CHK | IS | OH | 3770030-60480 | 480,000.00 | |
| | | | | | | | | | | | | \$480,000.00 |
| 00164562 | 05/15/2025 | V000582 | LN Curtis & Sons | INV939595 | | MW | CHK | IS | OH | 1513580-64200 | 4,736.11 | |
| | | | | | | | | | | | | \$4,736.11 |
| 00164563 | 05/15/2025 | V005499 | Inc Lyngsoe Systems | 007730 | | MW | CHK | IS | OH | 7268340-60480 | 7,415.63 | |
| | | | | | | | | | | | | \$7,415.63 |
| 00164564 | 05/15/2025 | V005837 | Michael Sullivan & Associates LLP | 1311654 1311655 1311656 1311657 1311658 1311659 | | MW | CHK | IS | OH | 7018100-61860 | 59.00 | |
| | | | | | | MW | CHK | IS | OH | 7018100-61860 | 560.50 | |
| | | | | | | MW | CHK | IS | OH | 7018100-61860 | 826.00 | |
| | | | | | | MW | CHK | IS | OH | 7018100-61860 | 2,861.50 | |
| | | | | | | MW | CHK | IS | OH | 7018100-61860 | 118.00 | |
| | | | | | | MW | CHK | IS | OH | 7018100-61860 | 206.50 | |
| | | | | | | | | | | | | \$4,631.50 |
| 00164565 | 05/15/2025 | V005831 | Millsten Enterprises Inc | 13750 | | MW | CHK | IS | OH | 2190000-20060 | (287.50) | |
| | | | | | | | | | | 2197500-70000 | 5,750.00 | |
| | | | | | | | | | | 2210000-20060 | (377.56) | |
| | | | | | | | | | | 2217500-70000 | 7,551.29 | |
| | | | | | | | | | | 5760000-20060 | (4,056.63) | |
| | | | | | | | | | | 5767500-70000 | 81,132.60 | |
| | | | | | | | | | | | | \$89,712.20 |
| 00164566 | 05/15/2025 | V004782 | Napa Auto Parts | 159105 | | MW | CHK | IS | OH | 1513520-62220 | 285.30 | |
| | | | | | | | | | | 1513540-64040 | 440.44 | |

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|----------|------------|---------|--|--|----|-----|----|----|---------------|------------|--------------------|
| | | | | 159841 | MW | CHK | IS | OH | 1513540-64040 | 67.73 | |
| | | | | 160320 | MW | CHK | IS | OH | 1513540-64040 | 214.93 | |
| | | | | 160321 | MW | CHK | IS | OH | 1513540-64040 | 167.16 | |
| | | | | 160603 | MW | CHK | IS | OH | 1513540-62200 | 176.85 | |
| | | | | | | | | | | | \$1,352.41 |
| 00164567 | 05/15/2025 | V005465 | Pencilbox LLC | 2025034 | MW | CHK | IS | OH | 1105000-63360 | 475.00 | |
| | | | | | | | | | | | \$475.00 |
| 00164568 | 05/15/2025 | V005418 | Pitney Bowes Global Financial Services LLC | 3107059665 3107204481 | MW | CHK | IS | OH | 1513520-62080 | 126.06 | |
| | | | | | MW | CHK | IS | OH | 1513520-62080 | 126.06 | |
| | | | | | | | | | | | \$252.12 |
| 00164569 | 05/15/2025 | V002909 | Pitney Bowes Inc | 1027204085 | MW | CHK | IS | OH | 1513520-62080 | 69.49 | |
| | | | | | | | | | | | \$69.49 |
| 00164570 | 05/15/2025 | V005291 | Priority Building Services LLC | 96297 96298 96302 | MW | CHK | IS | OH | 1106155-62000 | 5,574.52 | |
| | | | | | MW | CHK | IS | OH | 1513520-60480 | 775.22 | |
| | | | | | MW | CHK | IS | OH | 1101600-62000 | 3,386.00 | |
| | | | | | | | | | | | \$9,735.74 |
| 00164571 | 05/15/2025 | V002755 | Prudential Overall Supply | 132308161 132309312 132310459 132314099 | MW | CHK | IS | OH | 1715120-63800 | 56.61 | |
| | | | | | MW | CHK | IS | OH | 1715120-63800 | 56.61 | |
| | | | | | MW | CHK | IS | OH | 1715120-63800 | 56.61 | |
| | | | | | MW | CHK | IS | OH | 1106145-63800 | 78.98 | |
| | | | | | | | | | | | \$248.81 |
| 00164572 | 05/15/2025 | V000817 | Rancho California Water District | 3047339 04/25 | MW | CHK | IS | OH | 1715162-64660 | 310.10 | |
| | | | | | | | | | | | \$310.10 |
| 00164573 | 05/15/2025 | V005885 | Renes Commercial Management | 03-25 04-25 | MW | CHK | IS | OH | 1513580-62000 | 275.00 | |
| | | | | | MW | CHK | IS | OH | 1513580-62000 | 275.00 | |
| | | | | | | | | | | | \$550.00 |
| 00164574 | 05/15/2025 | V003095 | Riverside County | PE0000002620 | MW | CHK | IS | OH | 1113520-60480 | 4,771.80 | |
| | | | | | | | | | | | \$4,771.80 |
| 00164575 | 05/15/2025 | V000901 | Safety Kleen Inc | 97098524 | MW | CHK | IS | OH | 1113580-62000 | 6,457.00 | |
| | | | | | | | | | | | \$6,457.00 |
| 00164576 | 05/15/2025 | V004734 | SC Fuels | IN-0000121529 IN-0000124288 | MW | CHK | IS | OH | 1103120-62220 | 6,724.09 | |
| | | | | | MW | CHK | IS | OH | 1513520-62220 | 1,362.17 | |
| | | | | | | | | | | | \$8,086.26 |
| 00164577 | 05/15/2025 | T04020 | Sonia Nunez | 85103086 | MW | CHK | IS | OH | 1710000-23060 | 300.00 | |
| | | | | | | | | | | | \$300.00 |
| 00164578 | 05/15/2025 | V000944 | South Coast AQMD | 4530437 | MW | CHK | IS | OH | 1106155-61440 | 167.47 | |
| | | | | | | | | | | | \$167.47 |
| 00164579 | 05/15/2025 | V000194 | State of California DOJ | 806785 806785A 806785C | MW | CHK | IS | OH | 1100000-20020 | 1,970.00 | |
| | | | | | MW | CHK | IS | OH | 1100000-20020 | 1,970.00 | |
| | | | | | MW | CHK | IS | OH | 1100000-20020 | (1,970.00) | |
| | | | | | | | | | | | \$1,970.00 |
| 00164580 | 05/15/2025 | V004901 | Stryker Instruments | 9209108561 | MW | CHK | IS | OH | 1513520-64175 | 1,235.74 | |
| | | | | | | | | | | | \$1,235.74 |
| 00164581 | 05/15/2025 | V000160 | Sunshine Water Softeners and More | 915580 05/25 | MW | CHK | IS | OH | 1513520-62000 | 49.50 | |
| | | | | | | | | | | | \$49.50 |
| 00164582 | 05/15/2025 | V004678 | Supply Solutions | 089606 089646 089798 | MW | CHK | IS | OH | 1513580-64040 | 812.67 | |
| | | | | | MW | CHK | IS | OH | 1513580-64040 | 295.14 | |
| | | | | | MW | CHK | IS | OH | 1715120-63920 | 470.00 | |
| | | | | | | | | | | | \$1,577.81 |
| 00164583 | 05/15/2025 | V005514 | Temecula Plantscape | 5250 | MW | CHK | IS | OH | 1101600-63880 | 410.00 | |
| | | | | | | | | | | | \$410.00 |
| 00164584 | 05/15/2025 | V005638 | The Alchemy Group Inc | MURRIETA-402025 | MW | CHK | IS | OH | 1101600-60480 | 5,000.00 | |
| | | | | | | | | | | | \$5,000.00 |
| 00164585 | 05/15/2025 | V003441 | The Counseling Team International | INV102765 | MW | CHK | IS | OH | 1103120-60480 | 1,350.00 | |
| | | | | | | | | | | | \$1,350.00 |
| 00164586 | 05/15/2025 | V005032 | Townsend Public Affairs | 23387 | MW | CHK | IS | OH | 1101600-60480 | 10,500.00 | |
| | | | | | | | | | | | \$10,500.00 |
| 00164587 | 05/15/2025 | V001056 | United Site Services of CA Inc | INV-5276099 | MW | CHK | IS | OH | 1715120-61910 | 453.94 | |
| | | | | | | | | | | | \$453.94 |

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|----------|------------|---------|-----------------------------------|----------------|----|-----|----|----|---------------|-----------|--------------------|
| | | | | 000023477178 | MW | CHK | IS | OH | 7268340-64640 | 613.12 | |
| | | | | 000023477743 | MW | CHK | IS | OH | 7268340-64640 | 495.36 | |
| | | | | 000023477914 | MW | CHK | IS | OH | 7268340-64640 | 165.96 | |
| | | | | 000023477916 | MW | CHK | IS | OH | 7268340-64640 | 165.96 | |
| | | | | 000023477918 | MW | CHK | IS | OH | 7268340-64640 | 165.96 | |
| | | | | 000023487105 | MW | CHK | IS | OH | 7268340-64640 | 0.12 | |
| | | | | | | | | | | | \$1,606.74 |
| 00164597 | 05/22/2025 | V000051 | Affordable Automotive Repair Inc | 97077 | MW | CHK | IS | OH | 1103120-62200 | 68.84 | |
| | | | | 97084 | MW | CHK | IS | OH | 1103120-62200 | 22.52 | |
| | | | | 97100 | MW | CHK | IS | OH | 1103120-62200 | 520.00 | |
| | | | | 97105 | MW | CHK | IS | OH | 1103120-62200 | 561.71 | |
| | | | | 97107 | MW | CHK | IS | OH | 1103120-62200 | 106.12 | |
| | | | | 97113 | MW | CHK | IS | OH | 1103120-62200 | 591.64 | |
| | | | | 97114 | MW | CHK | IS | OH | 1103120-62200 | 1,119.31 | |
| | | | | 97117 | MW | CHK | IS | OH | 1103120-62200 | 899.31 | |
| | | | | 97132 | MW | CHK | IS | OH | 1103120-62200 | 164.77 | |
| | | | | 97141 | MW | CHK | IS | OH | 1103120-62200 | 832.50 | |
| | | | | 97157 | MW | CHK | IS | OH | 1103120-62200 | 1,136.95 | |
| | | | | 97159 | MW | CHK | IS | OH | 1103120-62200 | 172.93 | |
| | | | | 97160 | MW | CHK | IS | OH | 1103120-62200 | 37.60 | |
| | | | | 97164 | MW | CHK | IS | OH | 1103120-62200 | 37.52 | |
| | | | | 97166 | MW | CHK | IS | OH | 1103120-62200 | 81.76 | |
| | | | | 97176 | MW | CHK | IS | OH | 1103120-62200 | 70.02 | |
| | | | | 97186 | MW | CHK | IS | OH | 1103120-62200 | 103.89 | |
| | | | | 97199 | MW | CHK | IS | OH | 1103120-62200 | 77.06 | |
| | | | | | | | | | | | \$6,604.45 |
| 00164598 | 05/22/2025 | V000075 | Allied Traffic & Eqt Rentals | 96156 | MW | CHK | IS | OH | 3060060-64040 | 489.38 | |
| | | | | 96158 | MW | CHK | IS | OH | 3060060-64040 | 130.50 | |
| | | | | | | | | | | | \$619.88 |
| 00164599 | 05/22/2025 | V005491 | Amazon Capital Services | 1CMN-1VW4-GDL3 | MW | CHK | IS | OH | 3570050-62920 | 4,685.94 | |
| | | | | | | | | | | | \$4,685.94 |
| 00164600 | 05/22/2025 | V005121 | American Eagle Trophies | 13881 | MW | CHK | IS | OH | 1101400-62720 | 39.15 | |
| | | | | 13904 | MW | CHK | IS | OH | 1513520-64080 | 34.80 | |
| | | | | 13923 | MW | CHK | IS | OH | 1715120-62440 | 39.15 | |
| | | | | | | | | | | | \$113.10 |
| 00164601 | 05/22/2025 | V000102 | Animal Friends of The Valleys Inc | MAY 2025 | MW | CHK | IS | OH | 1101800-63480 | 10,000.00 | |
| | | | | | | | | | | | \$10,000.00 |
| 00164602 | 05/22/2025 | V005505 | Antara Inc | 1600604 | MW | CHK | IS | OH | 1106150-61960 | 1,109.25 | |
| | | | | | | | | | | | \$1,109.25 |
| 00164603 | 05/22/2025 | V004833 | Architerra Design Group | 33470 | MW | CHK | IS | OH | 1104400-60480 | 7,146.60 | |
| | | | | 33471 | MW | CHK | IS | OH | 1104400-60480 | 1,970.00 | |
| | | | | | | | | | | | \$9,116.60 |
| 00164604 | 05/22/2025 | V004795 | AT&T | 562484 | MW | CHK | IS | OH | 1103180-63400 | 70.00 | |
| | | | | | | | | | | | \$70.00 |
| 00164605 | 05/22/2025 | V003788 | Axis Appliance Repair | 33613-24 | MW | CHK | IS | OH | 1513580-62000 | 850.00 | |
| | | | | 33613-26 | MW | CHK | IS | OH | 1513580-62000 | 425.00 | |
| | | | | 33613-27 | MW | CHK | IS | OH | 1513580-62000 | 425.00 | |
| | | | | 33613-28 | MW | CHK | IS | OH | 1513580-62000 | 425.00 | |
| | | | | | | | | | | | \$2,125.00 |
| 00164606 | 05/22/2025 | V000125 | Christina Baca | CB0083 | MW | CHK | IS | OH | 1715144-63240 | 1,750.00 | |
| | | | | CB0084 | MW | CHK | IS | OH | 1715144-63240 | 1,050.00 | |
| | | | | CB0085 | MW | CHK | IS | OH | 1715144-63240 | 700.00 | |
| | | | | | | | | | | | \$3,500.00 |
| 00164607 | 05/22/2025 | V004305 | Badge Frame Inc | 481487 | MW | CHK | IS | OH | 1100000-20110 | (51.45) | |
| | | | | | | | | | 1103120-62440 | 639.45 | |
| | | | | | | | | | | | \$588.00 |
| 00164608 | 05/22/2025 | V005562 | BAM Architecture Studio INC | 22-140-001-31 | MW | CHK | IS | OH | 1127500-70000 | 250.00 | |
| | | | | | | | | | 3507500-70000 | 250.00 | |
| | | | | 22-140-001-32 | MW | CHK | IS | OH | 1127500-70000 | 1,992.40 | |

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|----------|------------|---------|---|-----------------|--|----|-----|----|----|---------------|-----------|--------------------|
| | | | | 22-140-001-33 | | MW | CHK | IS | OH | 3507500-70000 | 1,992.39 | |
| | | | | | | | | | | 1127500-70000 | 2,402.54 | |
| | | | | | | | | | | 3507500-70000 | 2,402.55 | |
| | | | | | | | | | | | | \$9,289.88 |
| 00164609 | 05/22/2025 | V005649 | Bare Bees INC | 1523 | | MW | CHK | IS | OH | 1715162-61960 | 200.00 | |
| | | | | 1524 | | MW | CHK | IS | OH | 1715162-61960 | 200.00 | |
| | | | | | | | | | | | | \$400.00 |
| 00164610 | 05/22/2025 | V004594 | Battery Systems Inc | 36652505190837 | | MW | CHK | IS | OH | 1106160-62200 | 178.21 | |
| | | | | | | | | | | | | \$178.21 |
| 00164611 | 05/22/2025 | V000147 | Bio Tox Labs | 47296 | | MW | CHK | IS | OH | 1103120-60480 | 3,129.18 | |
| | | | | | | | | | | | | \$3,129.18 |
| 00164612 | 05/22/2025 | V004748 | Bound Tree Medical | 85771836 | | MW | CHK | IS | OH | 1513520-64175 | 1,469.90 | |
| | | | | | | | | | | | | \$1,469.90 |
| 00164613 | 05/22/2025 | V003240 | Boys & Girls Clubs of Southwest County | CDBGFY2425 3 | | MW | CHK | IS | OH | 3410010-62880 | 888.00 | |
| | | | | | | | | | | | | \$888.00 |
| 00164614 | 05/22/2025 | V005807 | BPR Consulting Group | 2756 | | MW | CHK | IS | OH | 1104600-60480 | 12,880.25 | |
| | | | | | | | | | | | | \$12,880.25 |
| 00164615 | 05/22/2025 | V000176 | Busy Bee Electrical Enterprise | 27519 | | MW | CHK | IS | OH | 1513580-62000 | 269.50 | |
| | | | | | | | | | | | | \$269.50 |
| 00164616 | 05/22/2025 | V000156 | CA Department of Tax & Fee Administration | CDTFA APRIL2025 | | MW | CHK | IS | OH | 1100000-20110 | 324.62 | |
| | | | | | | | | | | 1101600-61050 | (0.24) | |
| | | | | | | | | | | 1710000-20110 | 72.21 | |
| | | | | | | | | | | 3110000-20110 | 7.41 | |
| | | | | | | | | | | | | \$404.00 |
| 00164617 | 05/22/2025 | V004677 | Tina Cantrell | 0425TC | | MW | CHK | IS | OH | 1715144-63240 | 492.80 | |
| | | | | | | | | | | | | \$492.80 |
| 00164618 | 05/22/2025 | V000233 | Janet C Carbajal | S42025 | | MW | CHK | IS | OH | 1715144-63240 | 1,134.00 | |
| | | | | TB42025 | | MW | CHK | IS | OH | 1715144-63240 | 315.00 | |
| | | | | | | | | | | | | \$1,449.00 |
| 00164619 | 05/22/2025 | V003657 | CDW Government LLC | AE1BS6Q | | MW | CHK | IS | OH | 7268340-60760 | 1,697.16 | |
| | | | | | | | | | | | | \$1,697.16 |
| 00164620 | 05/22/2025 | V004427 | CentralSquare Technologies LLC | 435216 | | MW | CHK | IS | OH | 1103130-62160 | 738.31 | |
| | | | | | | | | | | | | \$738.31 |
| 00164621 | 05/22/2025 | V004972 | Chandler Asset Management Inc. | 2504MURRIETA | | MW | CHK | IS | OH | 1102600-61480 | 4,079.25 | |
| | | | | | | | | | | 1180030-61480 | 3.64 | |
| | | | | | | | | | | 1270060-61480 | 65.38 | |
| | | | | | | | | | | 1280060-61480 | 269.08 | |
| | | | | | | | | | | 1290060-61480 | 12.30 | |
| | | | | | | | | | | 1300060-61480 | 52.94 | |
| | | | | | | | | | | 1310060-61480 | 46.74 | |
| | | | | | | | | | | 1320060-61480 | 56.27 | |
| | | | | | | | | | | 1330060-61480 | 194.51 | |
| | | | | | | | | | | 1340060-61480 | 162.92 | |
| | | | | | | | | | | 1350060-61480 | 341.65 | |
| | | | | | | | | | | 1360060-61480 | 111.22 | |
| | | | | | | | | | | 1370060-61480 | 58.80 | |
| | | | | | | | | | | 1380060-61480 | 341.53 | |
| | | | | | | | | | | 1400060-61480 | 6.40 | |
| | | | | | | | | | | 1410060-61480 | 8.33 | |
| | | | | | | | | | | 1513520-61480 | 86.24 | |
| | | | | | | | | | | 1715162-61480 | 40.22 | |
| | | | | | | | | | | 2000050-61480 | 1.44 | |
| | | | | | | | | | | 2020050-61480 | 2.25 | |
| | | | | | | | | | | 2030050-61480 | 0.28 | |
| | | | | | | | | | | 2040050-61480 | 3.61 | |
| | | | | | | | | | | 2050050-61480 | 0.11 | |
| | | | | | | | | | | 2060050-61480 | 1.92 | |
| | | | | | | | | | | 2070050-61480 | 0.58 | |
| | | | | | | | | | | 2080050-61480 | 4.27 | |

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|---------------|--------|
| 2090050-61480 | 0.68 |
| 2120050-61480 | 39.55 |
| 2130050-61480 | 0.03 |
| 2140050-61480 | 1.00 |
| 2150050-61480 | 0.37 |
| 2160050-61480 | 11.54 |
| 2170050-61480 | 3.70 |
| 2180050-61480 | 2.58 |
| 2190050-61480 | 6.93 |
| 2200050-61480 | 5.96 |
| 2210050-61480 | 15.55 |
| 2220050-61480 | 0.21 |
| 2230050-61480 | 8.32 |
| 2240050-61480 | 0.12 |
| 2250050-61480 | 16.42 |
| 2260050-61480 | 0.79 |
| 2270050-61480 | 8.22 |
| 2280050-61480 | 0.47 |
| 2290050-61480 | 0.35 |
| 3020060-61480 | 372.42 |
| 3060060-61480 | 336.64 |
| 3070060-61480 | 175.38 |
| 3115900-61480 | 61.23 |
| 3160060-61480 | 131.40 |
| 3190060-61480 | 0.10 |
| 3220040-61480 | 30.37 |
| 3230040-61480 | 61.82 |
| 3360060-61480 | 24.25 |
| 3380010-61480 | 4.26 |
| 3410010-61480 | 0.01 |
| 3530050-61480 | 8.34 |
| 3613120-61480 | 0.02 |
| 3740010-61480 | 295.04 |
| 3770010-61480 | 0.60 |
| 4020030-61480 | 3.17 |
| 4110030-61480 | 4.80 |
| 4316120-61480 | 37.73 |
| 5020060-61480 | 4.98 |
| 5110040-61480 | 11.06 |
| 5130040-61480 | 57.43 |
| 5510060-61480 | 181.57 |
| 6010040-61480 | 0.00 |
| 6560010-61480 | 0.00 |
| 6570010-61480 | 0.00 |
| 6580010-61480 | 0.00 |
| 7156160-61480 | 33.87 |
| 7268340-61480 | 95.81 |
| 8100050-61480 | 15.69 |

\$8,022.66

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|----------|------------|---------|-----------------------------------|--|----------------|-------------------|----------------|----------------|---|---------------------------|--------------------|
| 00164622 | 05/22/2025 | V004772 | Cintas First Aid | 5269760703 5269760704 5269794401 | MW MW MW | CHK CHK CHK | IS IS IS | OH OH OH | 7018100-62440 7018100-62440 7018100-62440 | 87.64 173.09 357.75 | \$618.48 |
| 00164623 | 05/22/2025 | V005492 | Complete Office of California Inc | 4233888-0 | MW | CHK | IS | OH | 7268340-64080 | 727.97 | \$727.97 |
| 00164624 | 05/22/2025 | V005821 | Cumming Management Group Inc | 168653 | MW | CHK | IS | OH | 1337500-60480 | 12,770.00 | \$12,770.00 |
| 00164625 | 05/22/2025 | V000337 | Data Ticket Inc | 179340 | MW | CHK | IS | OH | 1103120-60480 | 619.20 | \$619.20 |

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|----------|------------|---------|-----------------------------------|---------------|----|-----|----|----|---------------|----------|--------------------|
| 00164626 | 05/22/2025 | V005256 | Disability Access Consultants LLC | 25-093 | MW | CHK | IS | OH | 7018100-60480 | 4,400.00 | \$4,400.00 |
| 00164627 | 05/22/2025 | V003839 | Donnoe And Associates Inc | 10898 | MW | CHK | IS | OH | 1102200-63760 | 690.00 | \$690.00 |
| 00164628 | 05/22/2025 | V004802 | Enterprise Fleet Management Inc | FBN5324320 | MW | CHK | IS | OH | 1106160-62200 | 583.81 | |
| | | | | | | | | | 1115120-61560 | 389.01 | |
| | | | | | | | | | 1115120-61920 | 7,487.17 | |
| | | | | | | | | | 1116160-61560 | 995.11 | |
| | | | | | | | | | 1116160-61920 | 9,068.83 | |
| | | | | | | | | | 1513520-61560 | 1,122.89 | |
| | | | | | | | | | 1513520-61920 | 4,906.70 | |
| | | | | | | | | | 1715120-62200 | 280.27 | |
| | | | | | | | | | | | \$24,833.79 |
| 00164629 | 05/22/2025 | V000402 | Excel Landscape Inc | 111229 | MW | CHK | IS | OH | 2160050-62040 | 1,290.16 | |
| | | | | 111230 | MW | CHK | IS | OH | 2210050-62040 | 2,758.62 | |
| | | | | 111231 | MW | CHK | IS | OH | 2160050-62040 | 313.12 | |
| | | | | 111232 | MW | CHK | IS | OH | 1810050-62040 | 155.46 | |
| | | | | 111233 | MW | CHK | IS | OH | 1830050-62040 | 318.12 | |
| | | | | 111234 | MW | CHK | IS | OH | 1880050-62040 | 462.62 | |
| | | | | 111235 | MW | CHK | IS | OH | 1800050-62040 | 5,904.87 | |
| | | | | 111236 | MW | CHK | IS | OH | 2080050-62040 | 1,978.50 | |
| | | | | 111237 | MW | CHK | IS | OH | 2100050-62040 | 84.74 | |
| | | | | 111238 | MW | CHK | IS | OH | 2160050-62040 | 342.17 | |
| | | | | 111239 | MW | CHK | IS | OH | 2190050-62040 | 1,627.18 | |
| | | | | 111240 | MW | CHK | IS | OH | 2200050-62040 | 796.63 | |
| | | | | 111241 | MW | CHK | IS | OH | 2210050-62040 | 1,168.18 | |
| | | | | 111289 | MW | CHK | IS | OH | 2080050-62040 | 232.90 | |
| | | | | 111291 | MW | CHK | IS | OH | 2190050-62040 | 2,232.46 | |
| | | | | 111292 | MW | CHK | IS | OH | 2200050-62040 | 1,046.34 | |
| | | | | 111294 | MW | CHK | IS | OH | 2230050-62040 | 153.11 | |
| | | | | 111295 | MW | CHK | IS | OH | 1810050-62040 | 303.14 | |
| | | | | 111297 | MW | CHK | IS | OH | 1115162-62040 | 4,080.00 | |
| | | | | 111298 | MW | CHK | IS | OH | 1115162-62040 | 330.00 | |
| | | | | | | | | | | | \$25,578.32 |
| 00164630 | 05/22/2025 | V004127 | Express Plumbing | 1185993 | MW | CHK | IS | OH | 1513580-62000 | 760.00 | |
| | | | | | | | | | | | \$760.00 |
| 00164631 | 05/22/2025 | V000431 | Fortel Traffic Inc | 15378 | MW | CHK | IS | OH | 3027500-69100 | 7,132.08 | |
| | | | | | | | | | 3067500-69100 | 3,318.92 | |
| | | | | | | | | | | | \$10,451.00 |
| 00164632 | 05/22/2025 | V002821 | Frontier California Inc | 304-2854 5/25 | MW | CHK | IS | OH | 7268340-64640 | 150.29 | |
| | | | | 461-2615 5/25 | MW | CHK | IS | OH | 7268340-64640 | 86.24 | |
| | | | | 461-4354 5/25 | MW | CHK | IS | OH | 7268340-64640 | 518.56 | |
| | | | | 677-7095 5/25 | MW | CHK | IS | OH | 7268340-64640 | 76.46 | |
| | | | | 698-1294 5/25 | MW | CHK | IS | OH | 7268340-64640 | 76.46 | |
| | | | | 698-4403 5/25 | MW | CHK | IS | OH | 7268340-64640 | 72.09 | |
| | | | | 698-6230 5/25 | MW | CHK | IS | OH | 7268340-64640 | 59.04 | |
| | | | | 894-1564 5/25 | MW | CHK | IS | OH | 7268340-64640 | 90.61 | |
| | | | | 894-1899 5/25 | MW | CHK | IS | OH | 7268340-64480 | 335.35 | |
| | | | | 894-5110 5/25 | MW | CHK | IS | OH | 7268340-64640 | 457.68 | |
| | | | | | | | | | | | \$1,922.78 |
| 00164633 | 05/22/2025 | V003823 | Shigeko Gallagher | DG0425 | MW | CHK | IS | OH | 1715144-63240 | 1,176.00 | |
| | | | | | | | | | | | \$1,176.00 |
| 00164634 | 05/22/2025 | V000446 | GeoSoils Inc | 80133 | MW | CHK | IS | OH | 1117500-70000 | 1,535.00 | |
| | | | | 80134 | MW | CHK | IS | OH | 1117500-70000 | 283.00 | |
| | | | | | | | | | | | \$1,818.00 |
| 00164635 | 05/22/2025 | V004973 | Gryphon Fitness Studio LLC | A-42025 | MW | CHK | IS | OH | 1715144-63240 | 1,592.00 | |
| | | | | F-42025 | MW | CHK | IS | OH | 1715144-63240 | 672.00 | |
| | | | | | | | | | | | \$2,264.00 |
| 00164636 | 05/22/2025 | V005980 | Gui Hyeon Moon | ICE-051425-1 | MW | CHK | IS | OH | 3580030-61960 | 400.00 | |

3507500-70000 34,107.89
 3777500-70000 272,863.08

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|----------|------------|---------|---|---|----------------------------------|--|----------------------------------|----------------------------------|--|--|--------------------|
| | | | | | | | | \$341,078.86 | | | |
| 00164659 | 05/22/2025 | V005838 | Pioneer Production Services LLC | 24-6638A | MW | CHK | IS | OH | 1101600-60320 | 14,650.00 | \$14,650.00 |
| 00164660 | 05/22/2025 | V005291 | Priority Building Services LLC | 96209 96300 | MW MW | CHK CHK | IS IS | OH OH | 3115900-62000 1103120-62000 | 400.00 8,511.85 | \$8,911.85 |
| 00164661 | 05/22/2025 | V002755 | Prudential Overall Supply | 132312773 132313930 132315269 | MW MW MW | CHK CHK CHK | IS IS IS | OH OH OH | 1715120-63800 1715120-63800 1106145-63800 | 56.61 56.61 77.89 | \$191.11 |
| 00164662 | 05/22/2025 | V005725 | Shawn Reed | 1140358913638587 | MW | CHK | IS | OH | 1106155-60880 | 300.00 | \$300.00 |
| 00164663 | 05/22/2025 | V003095 | Riverside County | SH0000048115 | MW | CHK | IS | OH | 1103120-63440 | 206.64 | \$206.64 |
| 00164664 | 05/22/2025 | V005278 | RMG Communications | 2021 | MW | CHK | IS | OH | 1101600-60480 | 1,601.25 | \$1,601.25 |
| 00164665 | 05/22/2025 | V004530 | Jamie-Lynn Robinett | HT-42025 | MW | CHK | IS | OH | 1715144-63240 | 595.00 | \$595.00 |
| 00164666 | 05/22/2025 | V000878 | RSG Inc | 13140 13468 13469 | MW MW MW | CHK CHK CHK | IS IS IS | OH OH OH | 6010040-60010 3220040-60480 3220040-60480 | 1,650.00 1,306.25 125.00 | \$3,081.25 |
| 00164667 | 05/22/2025 | V005822 | RWBID Construction Management LLC | 169113 | MW | CHK | IS | OH | 1317500-70000 | 5,720.00 | \$5,720.00 |
| 00164668 | 05/22/2025 | V003774 | Safeite AutoGlass | 05075-305499 | MW | CHK | IS | OH | 1103120-62200 | 680.68 | \$680.68 |
| 00164669 | 05/22/2025 | V004734 | SC Fuels | IN-0000126294 IN-0000130485 | MW MW | CHK CHK | IS IS | OH OH | 1103120-62220 1103120-62220 | 7,032.71 6,980.08 | \$14,012.79 |
| 00164670 | 05/22/2025 | V005123 | ServPro of Woodcrest El Cerrito Lake Mathews Lake | 5028891 | MW | CHK | IS | OH | 1113580-62000 | 10,325.88 | \$10,325.88 |
| 00164671 | 05/22/2025 | V000929 | Signs By Tomorrow | INV-40455 INV-40471 | MW MW | CHK CHK | IS IS | OH OH | 1104400-60040 1104100-62976 | 239.85 1,520.33 | \$1,760.18 |
| 00164672 | 05/22/2025 | V004938 | SoCal Wax Shop Inc | 77439 | MW | CHK | IS | OH | 1103120-62200 | 185.00 | \$185.00 |
| 00164673 | 05/22/2025 | V000944 | South Coast AQMD | 4528275 4530380 | MW MW | CHK CHK | IS IS | OH OH | 1513520-61440 1513520-61440 | 167.47 167.47 | \$334.94 |
| 00164674 | 05/22/2025 | V005054 | South Coast Copy Systems | 39243156 39243157 | MW MW | CHK CHK | IS IS | OH OH | 7268340-60480 7268340-60480 | 45.97 3,627.57 | \$3,673.54 |
| 00164675 | 05/22/2025 | V000946 | Southern CA Edison Company | 3933915 05/25 5816947 05/25 5926172 05/25 7475262 05/25 8704186 4/25 9857352 05/25 | MW MW MW MW MW MW | CHK CHK CHK CHK CHK CHK | IS IS IS IS IS IS | OH OH OH OH OH OH | 3060060-64560 1106155-64520 1106155-64520 1106155-64520 3115900-64520 1101600-64520 | 2.39 8,913.81 8,913.39 3,768.55 7,234.73 819.68 | \$29,652.55 |
| 00164676 | 05/22/2025 | V005585 | Sports Saints | SS-12025 | MW | CHK | IS | OH | 1715144-63240 | 2,163.00 | \$2,163.00 |
| 00164677 | 05/22/2025 | V000194 | State of California DOJ | 812877 812877A 812877C 813069 813069A 813069C | MW MW MW MW MW MW | CHK CHK CHK CHK CHK CHK | IS IS IS IS IS IS | OH OH OH OH OH OH | 1103120-60480 1103120-60480 1103120-60480 1103180-64480 1103180-64480 1103180-64480 | 1,015.00 1,015.00 (1,015.00) 1,876.98 1,876.98 (1,876.98) | |

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|----------|------------|---------|----------------------------------|---------------|--|----|-----|----|----|---------------|----------|-------------------|
| | | | | 814732 | | MW | CHK | IS | OH | 1102200-63640 | 356.00 | |
| | | | | | | | | | | | | \$3,247.98 |
| 00164678 | 05/22/2025 | V004678 | Supply Solutions | 090830 | | MW | CHK | IS | OH | 3115900-64000 | 667.64 | |
| | | | | | | | | | | | | \$667.64 |
| 00164679 | 05/22/2025 | V005578 | SVA Architects INC | 63490 | | MW | CHK | IS | OH | 1317500-70000 | 4,683.90 | |
| | | | | | | | | | | | | \$4,683.90 |
| 00164680 | 05/22/2025 | V004009 | T-Mobile USA Inc | 9604865140 | | MW | CHK | IS | OH | 1103180-63400 | 165.00 | |
| | | | | 9604865141 | | MW | CHK | IS | OH | 1103180-63400 | 165.00 | |
| | | | | 9604865142 | | MW | CHK | IS | OH | 1103180-63400 | 165.00 | |
| | | | | | | | | | | | | \$495.00 |
| 00164681 | 05/22/2025 | V003959 | TASC | IN3438001 | | MW | CHK | IS | OH | 1102200-60480 | 1,650.00 | |
| | | | | | | | | | | | | \$1,650.00 |
| 00164682 | 05/22/2025 | V000759 | The Pitney Bowes Reserve Account | APR2025PITNEY | | MW | CHK | IS | OH | 1101400-62680 | 3.15 | |
| | | | | | | | | | | 1102200-62680 | 15.29 | |
| | | | | | | | | | | 1102400-62680 | 31.24 | |
| | | | | | | | | | | 1102600-62680 | 690.56 | |
| | | | | | | | | | | 1103120-62680 | 321.56 | |
| | | | | | | | | | | 1104140-62680 | 158.72 | |
| | | | | | | | | | | 1104400-62680 | 111.79 | |
| | | | | | | | | | | 1104600-62680 | 11.73 | |
| | | | | | | | | | | 1715120-62680 | 26.91 | |
| | | | | | | | | | | | | \$1,370.95 |
| 00164683 | 05/22/2025 | V004715 | The Press Enterprise | 0011723169 | | MW | CHK | IS | OH | 1104400-60040 | 441.69 | |
| | | | | 0011723408 | | MW | CHK | IS | OH | 1104400-60040 | 277.67 | |
| | | | | | | | | | | | | \$719.36 |
| 00164684 | 05/22/2025 | V005567 | Tier 1 Investigations LLC | 1196 | | MW | CHK | IS | OH | 1102200-63640 | 1,825.00 | |
| | | | | | | | | | | | | \$1,825.00 |
| 00164685 | 05/22/2025 | V004978 | TPx Communications | 185592956-0 | | MW | CHK | IS | OH | 1103130-60480 | 696.91 | |
| | | | | | | | | | | 7268340-64480 | 80.92 | |
| | | | | | | | | | | 7268340-64640 | 823.98 | |
| | | | | | | | | | | | | \$1,601.81 |
| 00164686 | 05/22/2025 | V004983 | Tyler Technologies Inc | 025-509997 | | MW | CHK | IS | OH | 1114140-60480 | 1,200.00 | |
| | | | | | | | | | | | | \$1,200.00 |
| 00164687 | 05/22/2025 | V001057 | United Towing Services Inc | 68214 | | MW | CHK | IS | OH | 1103120-62200 | 65.00 | |
| | | | | 68222 | | MW | CHK | IS | OH | 1103120-62200 | 130.00 | |
| | | | | 68317 | | MW | CHK | IS | OH | 1103120-62200 | 65.00 | |
| | | | | 68338 | | MW | CHK | IS | OH | 1103120-62200 | 65.00 | |
| | | | | | | | | | | | | \$325.00 |
| 00164688 | 05/22/2025 | V005586 | Valley Wide Elite Gymnastics INC | 16 | | MW | CHK | IS | OH | 1715144-63240 | 1,551.20 | |
| | | | | 18 | | MW | CHK | IS | OH | 1715144-63240 | 1,607.20 | |
| | | | | | | | | | | | | \$3,158.40 |
| 00164689 | 05/22/2025 | V005391 | Van Dyke Landscape Architects | 24102 | | MW | CHK | IS | OH | 1104400-60480 | 3,670.00 | |
| | | | | | | | | | | | | \$3,670.00 |
| 00164690 | 05/22/2025 | V001071 | Verizon Business Serv | 66704711 | | MW | CHK | IS | OH | 7268340-64640 | 83.19 | |
| | | | | 66827550 | | MW | CHK | IS | OH | 7268340-64640 | 0.85 | |
| | | | | 66827551 | | MW | CHK | IS | OH | 7268340-64640 | 1.13 | |
| | | | | 66827552 | | MW | CHK | IS | OH | 7268340-64640 | 0.56 | |
| | | | | 66827553 | | MW | CHK | IS | OH | 7268340-64640 | 48.36 | |
| | | | | | | | | | | | | \$134.09 |
| 00164691 | 05/22/2025 | V002822 | Verizon Wireless | 6101919381 | | MW | CHK | IS | OH | 1102200-62440 | 81.59 | |
| | | | | 6104357508 | | MW | CHK | IS | OH | 1102200-62440 | 81.59 | |
| | | | | 6106809340 | | MW | CHK | IS | OH | 1102200-62440 | 81.59 | |
| | | | | 6109296800 | | MW | CHK | IS | OH | 1102200-62440 | 81.59 | |
| | | | | 6109962382 | | MW | CHK | IS | OH | 1103120-64640 | 6.60 | |
| | | | | 6111790534 | | MW | CHK | IS | OH | 1102200-62440 | 40.28 | |
| | | | | 6112133650 | | MW | CHK | IS | OH | 1104600-64640 | 213.74 | |
| | | | | 6112133655 | | MW | CHK | IS | OH | 1104100-63880 | 60.03 | |
| | | | | 6112133656 | | MW | CHK | IS | OH | 1104400-64600 | 41.57 | |
| | | | | 6112457680 | | MW | CHK | IS | OH | 1103120-64640 | 5.55 | |

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|----------|------------|---------|---------------------------------------|-------------|----|-----|----|----|---------------|-----------|--------------------|
| | | | | 6112668348 | MW | CHK | IS | OH | 7268340-64480 | 100.07 | |
| | | | | 9979499179 | MW | CHK | IS | OH | 1102200-62440 | 81.59 | |
| | | | | | | | | | | | \$875.79 |
| 00164692 | 05/22/2025 | V005899 | Verizon Wireless Services LLC | 9022398871 | MW | CHK | IS | OH | 1103180-63400 | 150.00 | |
| | | | | 9022399926 | MW | CHK | IS | OH | 1103180-63400 | 85.00 | |
| | | | | | | | | | | | \$235.00 |
| 00164693 | 05/22/2025 | V001075 | Darryl Vidal | 042925A | MW | CHK | RV | OH | 1715144-63240 | 966.00 | |
| | | | | 042925B | MW | CHK | RV | OH | 1715144-63240 | 273.00 | |
| | | | | 050125A | MW | CHK | RV | OH | 1715144-63240 | 403.20 | |
| | | | | 050125I | MW | CHK | RV | OH | 1715144-63240 | 938.00 | |
| | | | | 050525S | MW | CHK | RV | OH | 1715144-63240 | 336.00 | |
| | | | | | | | | | | | \$2,916.20 |
| 00164694 | 05/22/2025 | V001109 | West Coast Arborists Inc | 228048 | MW | CHK | IS | OH | 2190050-62040 | 4,928.05 | |
| | | | | 228049 | MW | CHK | IS | OH | 2080050-62040 | 6,250.55 | |
| | | | | 228058 | MW | CHK | IS | OH | 2120050-62040 | 3,035.60 | |
| | | | | 228720 | MW | CHK | IS | OH | 2190050-62040 | 3,163.70 | |
| | | | | | | | | | | | \$17,377.90 |
| 00164695 | 05/22/2025 | V001127 | Willdan Engineering | 002-33842 | MW | CHK | IS | OH | 1513590-60480 | 17,160.49 | |
| | | | | | | | | | | | \$17,160.49 |
| 00164696 | 05/22/2025 | V000066 | Zertuche's Mother Lode Driving School | AGD-42025 | MW | CHK | IS | OH | 1715144-63240 | 96.00 | |
| | | | | | | | | | | | \$96.00 |
| 00164697 | 05/29/2025 | V004386 | 2 Hot Activewear | 96624 | MW | CHK | IS | OH | 1513580-63800 | 2,110.38 | |
| | | | | 96625 | MW | CHK | IS | OH | 1113580-63800 | 2,110.38 | |
| | | | | | | | | | | | \$4,220.76 |
| 00164698 | 05/29/2025 | V005977 | Acta Solutions Inc. | 1099 | MW | CHK | IS | OH | 1104400-60480 | 4,272.00 | |
| | | | | | | | | | | | \$4,272.00 |
| 00164699 | 05/29/2025 | V005614 | Advexure LLC | SP-320799 | MW | CHK | IS | OH | 1113120-63055 | 21,211.15 | |
| | | | | | | | | | | | \$21,211.15 |
| 00164700 | 05/29/2025 | V000073 | Alliance Propane Inc | 36942 | MW | CHK | IS | OH | 1513580-64600 | 454.25 | |
| | | | | | | | | | | | \$454.25 |
| 00164701 | 05/29/2025 | V000075 | Allied Traffic & Eqt Rentals | 96213 | MW | CHK | IS | OH | 3060060-64040 | 770.00 | |
| | | | | 96231 | MW | CHK | IS | OH | 3060060-64040 | 261.00 | |
| | | | | | | | | | | | \$1,031.00 |
| 00164702 | 05/29/2025 | V005121 | American Eagle Trophies | 13800 | MW | CHK | IS | OH | 1715120-62440 | 93.53 | |
| | | | | | | | | | | | \$93.53 |
| 00164703 | 05/29/2025 | V005229 | American Fence Company Inc | 2619217 | MW | CHK | IS | OH | 1800050-61910 | 1,715.00 | |
| | | | | | | | | | | | \$1,715.00 |
| 00164704 | 05/29/2025 | V004833 | Architerra Design Group | 33299 | MW | CHK | IS | OH | 1104400-60480 | 2,562.35 | |
| | | | | 33358 | MW | CHK | IS | OH | 1104400-60480 | 12,626.55 | |
| | | | | 33359 | MW | CHK | IS | OH | 1104400-60480 | 1,011.70 | |
| | | | | 33722 | MW | CHK | IS | OH | 1104400-60480 | 12,511.10 | |
| | | | | | | | | | | | \$28,711.70 |
| 00164705 | 05/29/2025 | V005981 | Aron J Benon | 2854902 | MW | CHK | IS | OH | 1114100-63120 | 2,449.22 | |
| | | | | | | | | | | | \$2,449.22 |
| 00164706 | 05/29/2025 | V005191 | AT&T Mobility | 76X05102025 | MW | CHK | IS | OH | 1513520-64640 | 123.72 | |
| | | | | | | | | | | | \$123.72 |
| 00164707 | 05/29/2025 | V000151 | Blacks Towing | 25-55694 | MW | CHK | IS | OH | 1103120-62200 | 89.00 | |
| | | | | | | | | | | | \$89.00 |
| 00164708 | 05/29/2025 | V005807 | BPR Consulting Group | 2791 | MW | CHK | IS | OH | 1104600-60480 | 743.75 | |
| | | | | | | | | | | | \$743.75 |
| 00164709 | 05/29/2025 | V005358 | Jeff Bruns | 052225JB | MW | CHK | IS | OH | 1513590-63800 | 300.00 | |
| | | | | | | | | | | | \$300.00 |
| 00164710 | 05/29/2025 | V005874 | Buckets of Water | 000158 | MW | CHK | IS | OH | 1105000-63360 | 413.00 | |
| | | | | | | | | | | | \$413.00 |
| 00164711 | 05/29/2025 | V005492 | Complete Office of California Inc | 4234283-0 | MW | CHK | IS | OH | 7268340-64080 | 443.27 | |
| | | | | | | | | | | | \$443.27 |
| 00164712 | 05/29/2025 | V000402 | Excel Landscape Inc | 111296 | MW | CHK | IS | OH | 1115162-62040 | 39,780.00 | |
| | | | | | | | | | | | \$39,780.00 |
| 00164713 | 05/29/2025 | V004449 | Fireworks America | 23019 | MW | CHK | IS | OH | 1105000-63360 | 12,000.00 | |

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|----------|------------|---------|----------------------------|---------------|----|-----|----|----|---------------|--------------------|
| | | | | 3029152 03/25 | MW | CHK | IS | OH | 2120050-64660 | 62.67 |
| | | | | 3029152 05/25 | MW | CHK | IS | OH | 2120050-64660 | 87.15 |
| | | | | 3029153 03/25 | MW | CHK | IS | OH | 2120050-64660 | 163.37 |
| | | | | 3029153 05/25 | MW | CHK | IS | OH | 2120050-64660 | 1,281.62 |
| | | | | 3029389 03/25 | MW | CHK | IS | OH | 2120050-64660 | 110.60 |
| | | | | 3029389 05/25 | MW | CHK | IS | OH | 2120050-64660 | 147.17 |
| | | | | 3029391 03/25 | MW | CHK | IS | OH | 2120050-64660 | 96.41 |
| | | | | 3029391 05/25 | MW | CHK | IS | OH | 2120050-64660 | 200.72 |
| | | | | 3029527 03/25 | MW | CHK | IS | OH | 2120050-64660 | 62.67 |
| | | | | 3029527 05/25 | MW | CHK | IS | OH | 2120050-64660 | 87.54 |
| | | | | 3029528 03/25 | MW | CHK | IS | OH | 2120050-64660 | 35.18 |
| | | | | 3029528 05/25 | MW | CHK | IS | OH | 2120050-64660 | 58.63 |
| | | | | 3029700 03/25 | MW | CHK | IS | OH | 2120050-64660 | 35.18 |
| | | | | 3029700 05/25 | MW | CHK | IS | OH | 2120050-64660 | 57.70 |
| | | | | 3029701 05/25 | MW | CHK | IS | OH | 2120050-64660 | 46.58 |
| | | | | 3029831 03/25 | MW | CHK | IS | OH | 2120050-64660 | 35.18 |
| | | | | 3029831 05/25 | MW | CHK | IS | OH | 2120050-64660 | 57.70 |
| | | | | 3054003 05/25 | MW | CHK | IS | OH | 1513580-64660 | 77.78 |
| | | | | 3054004 05/25 | MW | CHK | IS | OH | 1513580-64660 | 54.77 |
| | | | | | | | | | | \$3,859.67 |
| 00164733 | 05/29/2025 | V000840 | Rightway Portable Toilets | 418985 | MW | CHK | IS | OH | 1715162-61910 | 398.18 |
| | | | | | | | | | | \$398.18 |
| 00164734 | 05/29/2025 | V003095 | Riverside County | PE0000002619 | MW | CHK | IS | OH | 1103120-60480 | 18,552.40 |
| | | | | | | | | | | \$18,552.40 |
| 00164735 | 05/29/2025 | V004734 | SC Fuels | IN-0000128169 | MW | CHK | IS | OH | 1513520-62220 | 1,788.29 |
| | | | | IN-0000129659 | MW | CHK | IS | OH | 1513520-62220 | 2,849.07 |
| | | | | | | | | | | \$4,637.36 |
| 00164736 | 05/29/2025 | V004938 | SoCal Wax Shop Inc | 77729 | MW | CHK | IS | OH | 1513580-64040 | 643.73 |
| | | | | | | | | | | \$643.73 |
| 00164737 | 05/29/2025 | V000946 | Southern CA Edison Company | 0502891 04/25 | MW | CHK | IS | OH | 1810050-64520 | 101.40 |
| | | | | | | | | | 1820050-64520 | 287.11 |
| | | | | | | | | | 1830050-64520 | 31.43 |
| | | | | | | | | | 1840050-64520 | 47.87 |
| | | | | | | | | | 1850050-64520 | 2.02 |
| | | | | | | | | | 1860050-64520 | 34.62 |
| | | | | | | | | | 1880050-64520 | 113.24 |
| | | | | | | | | | 2000050-64520 | 291.84 |
| | | | | | | | | | 2020050-64520 | 47.19 |
| | | | | | | | | | 2030050-64520 | 3.35 |
| | | | | | | | | | 2040050-64520 | 36.08 |
| | | | | | | | | | 2050050-64520 | 6.58 |
| | | | | | | | | | 2060050-64520 | 11.15 |
| | | | | | | | | | 2070050-64520 | 5.62 |
| | | | | | | | | | 2080050-64520 | 110.17 |
| | | | | | | | | | 2090050-64520 | 19.39 |
| | | | | | | | | | 2100050-64520 | 72.84 |
| | | | | | | | | | 2110050-64520 | 6.10 |
| | | | | | | | | | 2120050-64520 | 271.07 |
| | | | | | | | | | 2130050-64520 | 228.05 |
| | | | | | | | | | 2140050-64520 | 13.82 |
| | | | | | | | | | 2150050-64520 | 35.11 |
| | | | | | | | | | 2160050-64520 | 236.69 |
| | | | | | | | | | 2170050-64520 | 40.88 |
| | | | | | | | | | 2180050-64520 | 86.29 |
| | | | | | | | | | 2190050-64520 | 390.13 |
| | | | | | | | | | 2200050-64520 | 181.47 |
| | | | | | | | | | 2210050-64520 | 262.27 |
| | | | | | | | | | 2230050-64520 | 116.99 |
| | | | | | | | | | 2240050-64520 | 17.78 |

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|----------|------------|---------|--|---------------|--|----|-----|----|----|---------------|-----------|--------------------|
| | | | | | | | | | | 2250050-64520 | 859.40 | |
| | | | | | | | | | | 2260050-64520 | 2.95 | |
| | | | | | | | | | | 2270050-64520 | 39.02 | |
| | | | | | | | | | | 2280050-64520 | 26.95 | |
| | | | | | | | | | | 2290050-64520 | 1.70 | |
| | | | | 1006988 05/25 | | MW | CHK | IS | OH | 3060060-64560 | 9,993.80 | |
| | | | | 1326770 05/25 | | MW | CHK | IS | OH | 1106145-64520 | 324.82 | |
| | | | | 2272173 05/25 | | MW | CHK | IS | OH | 1513580-64520 | 344.47 | |
| | | | | 3038848 05/25 | | MW | CHK | IS | OH | 3060060-64560 | 1,814.44 | |
| | | | | 5585422 05/25 | | MW | CHK | IS | OH | 1513580-64520 | 1,640.77 | |
| | | | | 8079776 05/25 | | MW | CHK | IS | OH | 3060060-64560 | 455.24 | |
| | | | | | | | | | | | | \$18,612.11 |
| 00164738 | 05/29/2025 | V003753 | Southstar Engineering & Consulting Inc | 347 | | MW | CHK | IS | OH | 1287500-60480 | 28,416.00 | |
| | | | | | | | | | | | | \$28,416.00 |
| 00164739 | 05/29/2025 | V000194 | State of California DOJ | 813563 | | MW | CHK | IS | OH | 1100000-20020 | 1,618.00 | |
| | | | | | | | | | | | | \$1,618.00 |
| 00164740 | 05/29/2025 | V000978 | Superior Pavement Markings Inc | 19855 | | MW | CHK | IS | OH | 3060060-60680 | 3,611.75 | |
| | | | | | | | | | | | | \$3,611.75 |
| 00164741 | 05/29/2025 | V004678 | Supply Solutions | 091582 | | MW | CHK | IS | OH | 1103120-64040 | 1,061.33 | |
| | | | | | | | | | | | | \$1,061.33 |
| 00164742 | 05/29/2025 | V004209 | Tour Murrieta | MAR25MTBID | | MW | CHK | IS | OH | 1100000-20085 | 66,013.15 | |
| | | | | | | | | | | 1102600-43414 | (660.13) | |
| | | | | | | | | | | | | \$65,353.02 |
| 00164743 | 05/29/2025 | V005242 | Trilogy Medwaste West LLC | 1731805 | | MW | CHK | IS | OH | 1513520-60480 | 664.66 | |
| | | | | | | | | | | | | \$664.66 |
| 00164744 | 05/29/2025 | V004983 | Tyler Technologies Inc | 025-509996 | | MW | CHK | IS | OH | 1107500-71020 | 1,925.00 | |
| | | | | | | | | | | | | \$1,925.00 |
| 00164745 | 05/29/2025 | V001057 | United Towing Services Inc | 68312 | | MW | CHK | IS | OH | 1103120-60480 | 300.00 | |
| | | | | 68424 | | MW | CHK | IS | OH | 1103120-60480 | 450.00 | |
| | | | | | | | | | | | | \$750.00 |
| 00164746 | 05/29/2025 | T04026 | V3 Electric Inc | RFND3937 | | MW | CHK | IS | OH | 1104600-41169 | 151.44 | |
| | | | | | | | | | | | | \$151.44 |
| 00164747 | 05/29/2025 | V002822 | Verizon Wireless | 6113532833 | | MW | CHK | IS | OH | 1103120-64640 | 9,078.62 | |
| | | | | 6113532834 | | MW | CHK | IS | OH | 1103120-64640 | 7,923.55 | |
| | | | | | | | | | | | | \$17,002.17 |
| 00164748 | 05/29/2025 | V001109 | West Coast Arborists Inc | 228255 | | MW | CHK | IS | OH | 2230050-62040 | 22,836.25 | |
| | | | | 228721 | | MW | CHK | IS | OH | 2080050-62040 | 14,778.20 | |
| | | | | | | | | | | | | \$37,614.45 |
| 00164749 | 05/29/2025 | V005237 | Hollis J Wood | HW0425 | | MW | CHK | IS | OH | 1715144-63240 | 343.00 | |
| | | | | | | | | | | | | \$343.00 |
| 00164750 | 05/29/2025 | V005275 | Yunex LLC | 5610005144 | | MW | CHK | IS | OH | 1106120-60240 | 5,940.37 | |
| | | | | 5610005229 | | MW | CHK | IS | OH | 1106150-61960 | 120.00 | |
| | | | | 90004411 | | MW | CHK | IS | OH | 1106120-60240 | 9,475.00 | |
| | | | | | | | | | | | | \$15,535.37 |
| 00164751 | 05/30/2025 | V005319 | Benefit Coordinators Corporation BCC | 1115/2501090 | | MW | CHK | IS | OH | 1100000-21270 | 1,788.40 | |
| | | | | | | | | | | 1100000-21370 | 23,064.05 | |
| | | | | | | | | | | 1110000-21370 | 6,259.40 | |
| | | | | | | | | | | 1510000-21370 | 6,312.00 | |
| | | | | | | | | | | 1710000-21370 | 2,209.20 | |
| | | | | | | | | | | 3060000-21370 | 1,120.38 | |
| | | | | | | | | | | 3110000-21370 | 1,472.80 | |
| | | | | | | | | | | 4110000-21370 | 64.17 | |
| | | | | | | | | | | 7010000-21370 | 315.60 | |
| | | | | | | | | | | 7260000-21370 | 1,157.20 | |
| | | | | 1125/2501090 | | MW | CHK | IS | OH | 1100000-21270 | 671.54 | |
| | | | | | | | | | | 1100000-21730 | 8,620.47 | |
| | | | | | | | | | | 1110000-21730 | 2,310.75 | |
| | | | | | | | | | | 1510000-21730 | 2,370.00 | |
| | | | | | | | | | | 1710000-21730 | 829.50 | |

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|----------|------------|---------|---|------------------|----|-----|----|----|---------------|---------------|--------|--------------------|
| | | | | | | | | | | 3060000-21730 | 420.68 | |
| | | | | | | | | | | 3110000-21730 | 553.00 | |
| | | | | | | | | | | 4110000-21730 | 24.10 | |
| | | | | | | | | | | 7010000-21730 | 118.50 | |
| | | | | | | | | | | 7260000-21730 | 434.50 | |
| | | | | | | | | | | | | \$60,116.24 |
| 00164752 | 05/30/2025 | V000184 | CA Assoc of Prof Firefighters | 1130/2501090 | MW | CHK | IS | OH | 1110000-21655 | 192.00 | | |
| | | | | 2130/2501090 | MW | CHK | IS | OH | 1510000-21655 | 704.00 | | |
| | | | | | | | | | 1100000-21655 | 2.16 | | |
| | | | | | | | | | 1110000-21655 | 159.84 | | |
| | | | | | | | | | 1510000-21655 | 594.00 | | |
| | | | | | | | | | | | | \$1,652.00 |
| 00164753 | 05/30/2025 | V000201 | California Law Enforcement Assoc | 1132/2501090 | MW | CHK | IS | OH | 1100000-21655 | 1,560.00 | | |
| | | | | 2132/2501090 | MW | CHK | IS | OH | 1110000-21655 | 351.00 | | |
| | | | | | | | | | 1100000-21655 | 1,006.38 | | |
| | | | | | | | | | 1110000-21655 | 195.16 | | |
| | | | | | | | | | 1190000-21655 | 10.92 | | |
| | | | | | | | | | 3550000-21655 | 2.66 | | |
| | | | | | | | | | 3580000-21655 | 9.88 | | |
| | | | | | | | | | | | | \$3,136.00 |
| 00164754 | 05/30/2025 | V004779 | Kaylee Larsen | LARSEN/MAY25 | MW | CHK | IS | OH | 7018100-61860 | 4,841.00 | | |
| | | | | | | | | | | | | \$4,841.00 |
| 00164755 | 05/30/2025 | V004287 | Lori Moss | MOSS/JUNE2501090 | MW | CHK | IS | OH | 1101400-53100 | 695.00 | | |
| | | | | | | | | | | | | \$695.00 |
| 00164756 | 05/30/2025 | V005134 | Zach Schumaker | SCHUMAKER/MAY25 | MW | CHK | IS | OH | 7018100-61860 | 5,106.00 | | |
| | | | | | | | | | | | | \$5,106.00 |
| 00164757 | 05/30/2025 | V003638 | U.S. Bank Trustee For PARS/ARS 6746022400 | 1401/2501090 | MW | CHK | IS | OH | 1100000-21600 | 124.83 | | |
| | | | | | | | | | 1110000-21600 | 55.27 | | |
| | | | | | | | | | 1710000-21600 | 143.57 | | |
| | | | | | | | | | 3110000-21600 | 100.31 | | |
| | | | | 2401/2501090 | MW | CHK | IS | OH | 1100000-21600 | 595.50 | | |
| | | | | | | | | | 1110000-21600 | 263.63 | | |
| | | | | | | | | | 1710000-21600 | 685.14 | | |
| | | | | | | | | | 3110000-21600 | 478.68 | | |
| | | | | | | | | | | | | \$2,446.93 |
| 00164758 | 05/30/2025 | V001077 | Judith Vierstra | VIERSTRA/JUNE25 | MW | CHK | IS | OH | 1513520-53100 | 1,808.31 | | |
| | | | | | | | | | | | | \$1,808.31 |
| 00164759 | 05/30/2025 | V005865 | Washington State Council of Fire Fighters | 1184/2501090 | MW | CHK | IS | OH | 1110000-21303 | 1,200.00 | | |
| | | | | 2184/2501090 | MW | CHK | IS | OH | 1510000-21303 | 4,700.00 | | |
| | | | | | | | | | 1110000-21304 | 1,200.00 | | |
| | | | | | | | | | 1510000-21304 | 4,700.00 | | |
| | | | | | | | | | | | | \$11,800.00 |

Issued: 797 \$5,108,910.61

Issued: 797 \$5,108,910.61

Reversed: 5 \$2,916.20

Reversed: 5 \$2,916.20

AP - Total \$5,111,826.81

AP - Total \$5,111,826.81

Issued: 797 \$5,108,910.61

Issued: 797 \$5,108,910.61

Reversed: 5 \$2,916.20

Reversed: 5 \$2,916.20

City of Murrieta
FEAP004 Consolidated Check Register by Bank
Detail

Check Dates Between May 1, 2025 and May 31, 2025

Bank(s): AP, EF - EF Checking Account

Status(es): IS - Issued

Check Type(s): HW - Hand Written

Report Generated on Jun 24, 2025 5:50:10 PM

Page 1

Bank ID: AP -

| Check | Issue Date | Payee ID | Payee Name | Reference | 2nd Ref | Cancel Date | Check Type | Doc Type | Status | Subsystem | Account | Check Amount |
|----------|------------|----------|------------------|----------------|---------|-------------|------------|----------|--------|-----------|---------------|---------------------|
| 09002062 | 05/01/2025 | V003959 | TASC | TASC/2501090 | | | HW | CHK | IS | TR | 1100000-21255 | 15,446.21 |
| | | | | | | | | | | | 1110000-21255 | 5,156.90 |
| | | | | | | | | | | | 1510000-21255 | 4,091.87 |
| | | | | | | | | | | | 1710000-21255 | 846.11 |
| | | | | | | | | | | | 3060000-21255 | 178.13 |
| | | | | | | | | | | | 3110000-21255 | 498.68 |
| | | | | | | | | | | | 7010000-21255 | 132.59 |
| | | | | | | | | | | | 7260000-21255 | 666.47 |
| | | | | | | | | | | | | \$27,016.96 |
| 09002066 | 05/13/2025 | V004936 | Wilmington Trust | WRCOGJUNNOV25 | | | HW | CHK | IS | TR | 1100000-10121 | 332,478.88 |
| | | | | | | | | | | | | \$332,478.88 |
| 09002067 | 05/19/2025 | V000444 | The Gas Company | 024 2900 04/25 | | | HW | CHK | IS | TR | 1513580-64600 | 137.20 |
| | | | | | | | | | | | | \$137.20 |
| 09002068 | 05/07/2025 | V000444 | The Gas Company | GAS5700MAY25 | | | HW | CHK | IS | TR | 1106155-64600 | 264.14 |
| | | | | | | | | | | | | \$264.14 |
| 09002069 | 05/06/2025 | V000444 | The Gas Company | GAS4369MAY25 | | | HW | CHK | IS | TR | 3115900-64600 | 852.08 |
| | | | | | | | | | | | | \$852.08 |
| 09002070 | 05/06/2025 | V000444 | The Gas Company | GAS3990MAY25 | | | HW | CHK | IS | TR | 1106155-64600 | 887.43 |
| | | | | | | | | | | | | \$887.43 |
| 09002071 | 05/22/2025 | V000444 | The Gas Company | 679 6404 04/25 | | | HW | CHK | IS | TR | 1103120-64600 | 349.43 |
| | | | | | | | | | | | | \$349.43 |
| 09002072 | 05/06/2025 | V000444 | The Gas Company | GAS3894MAY25 | | | HW | CHK | IS | TR | 1101600-64600 | 28.48 |
| | | | | | | | | | | | | \$28.48 |
| 09002073 | 05/06/2025 | V000444 | The Gas Company | GAS5447APR25 | | | HW | CHK | IS | TR | 1715144-64600 | 296.67 |
| | | | | | | | | | | | | \$296.67 |
| 09002074 | 05/06/2025 | V000444 | The Gas Company | 624 5200 04/25 | | | HW | CHK | IS | TR | 1513580-64600 | 15.29 |
| | | | | | | | | | | | | \$15.29 |
| 09002075 | 05/06/2025 | V000444 | The Gas Company | 324 5200 04/25 | | | HW | CHK | IS | TR | 1513580-64600 | 83.44 |
| | | | | | | | | | | | | \$83.44 |
| 09002076 | 05/06/2025 | V000444 | The Gas Company | GAS5294APR25 | | | HW | CHK | IS | TR | 1715144-64600 | 349.43 |
| | | | | | | | | | | | | \$349.43 |
| 09002077 | 05/06/2025 | V000444 | The Gas Company | GAS5289APR25 | | | HW | CHK | IS | TR | 1715144-64600 | 15.29 |
| | | | | | | | | | | | | \$15.29 |
| 09002078 | 05/22/2025 | V000444 | The Gas Company | 686 1636 04/25 | | | HW | CHK | IS | TR | 1103120-64600 | 30.68 |
| | | | | | | | | | | | | \$30.68 |
| 09002079 | 05/07/2025 | V000444 | The Gas Company | GAS8542APR25 | | | HW | CHK | IS | TR | 1715144-64600 | 459.19 |
| | | | | | | | | | | | | \$459.19 |
| 09002080 | 05/07/2025 | V000444 | The Gas Company | 924 7000 04/25 | | | HW | CHK | IS | TR | 1513580-64600 | 176.48 |
| | | | | | | | | | | | | \$176.48 |
| 09002090 | 05/16/2025 | V003959 | TASC | TASC/2501100 | | | HW | CHK | IS | TR | 1100000-21255 | 11,316.40 |
| | | | | | | | | | | | 1110000-21255 | 8,181.88 |
| | | | | | | | | | | | 1510000-21255 | 3,531.41 |
| | | | | | | | | | | | 1710000-21255 | 416.83 |
| | | | | | | | | | | | 3060000-21255 | 447.12 |
| | | | | | | | | | | | 3110000-21255 | 79.23 |
| | | | | | | | | | | | 7010000-21255 | 446.30 |
| | | | | | | | | | | | 7260000-21255 | 548.59 |
| | | | | | | | | | | | | \$24,967.76 |
| 09002102 | 05/30/2025 | V003959 | TASC | TASC/2501110 | | | HW | CHK | IS | TR | 1100000-21255 | 23,151.08 |
| | | | | | | | | | | | 1110000-21255 | 2,645.85 |
| | | | | | | | | | | | 1510000-21255 | 5,568.19 |
| | | | | | | | | | | | 1710000-21255 | 4,424.89 |

3060000-21255 73.02
 3110000-21255 490.28
 7010000-21255 56.52
 7260000-21255 643.27

| | | | | | | | | | | | | | | |
|----------|------------|---------|---------------------------|----------------|--|--|--|----|-----|----|----|---------------|----------|--------------------|
| 09002117 | 05/01/2025 | V005731 | Golden Spring Capital LLC | ANNEX052025 | | | | HW | CHK | IS | TR | 1101600-61560 | 1,187.74 | |
| | | | | | | | | | | | | 1101600-61910 | 8,061.46 | |
| | | | | | | | | | | | | 1101600-62000 | 4,624.60 | |
| | | | | | | | | | | | | | | \$37,053.10 |
| 09002120 | 05/05/2025 | V000444 | The Gas Company | 087 1992 04/25 | | | | HW | CHK | IS | TR | 1513580-64600 | 31.95 | |
| | | | | | | | | | | | | | | \$13,873.80 |
| | | | | | | | | | | | | | | \$31.95 |

Issued: 20 \$439,367.68

Issued: 20 \$439,367.68

AP - Total \$439,367.68
 Bank ID: EF - EF Checking Account

AP - Total \$439,367.68

| Check | Issue Date | Payee ID | Payee Name | Reference | 2nd Ref | Cancel Date | Check Type | Doc Type | Status | Subsystem | Account | Check Amount |
|----------|------------|----------|-----------------------------------|--------------|---------|-------------|------------|----------|--------|-----------|---------------|---------------------|
| 09002053 | 05/01/2025 | V003121 | Internal Revenue Service (EFT PY) | 1010/2501090 | | | HW | CHK | IS | TR | 1100000-21570 | 17,199.78 |
| | | | | | | | | | | | 1110000-21570 | 5,108.71 |
| | | | | | | | | | | | 1510000-21570 | 6,755.11 |
| | | | | | | | | | | | 1710000-21570 | 1,309.73 |
| | | | | | | | | | | | 3060000-21570 | 597.72 |
| | | | | | | | | | | | 3110000-21570 | 817.45 |
| | | | | | | | | | | | 4110000-21570 | 105.66 |
| | | | | | | | | | | | 7010000-21570 | 157.92 |
| | | | | | | | | | | | | \$32,699.77 |
| 09002054 | 05/01/2025 | V003121 | Internal Revenue Service (EFT PY) | 2010/2501090 | | | HW | CHK | IS | TR | 1100000-21460 | 17,258.87 |
| | | | | | | | | | | | 1110000-21460 | 4,841.02 |
| | | | | | | | | | | | 1190000-21460 | 99.33 |
| | | | | | | | | | | | 1510000-21460 | 6,755.11 |
| | | | | | | | | | | | 1710000-21460 | 1,309.73 |
| | | | | | | | | | | | 3060000-21460 | 597.72 |
| | | | | | | | | | | | 3110000-21460 | 817.45 |
| | | | | | | | | | | | 3550000-21460 | 20.08 |
| | | | | | | | | | | | 3580000-21460 | 89.19 |
| | | | | | | | | | | | 4110000-21460 | 105.66 |
| | | | | | | | | | | | 7010000-21460 | 157.92 |
| | | | | | | | | | | | 7260000-21460 | 647.69 |
| | | | | | | | | | | | | \$32,699.77 |
| 09002055 | 05/01/2025 | V003121 | Internal Revenue Service (EFT PY) | 2015/2501090 | | | HW | CHK | IS | TR | 1100000-21450 | 117,795.69 |
| | | | | | | | | | | | 1110000-21450 | 36,193.35 |
| | | | | | | | | | | | 1190000-21450 | 727.29 |
| | | | | | | | | | | | 1510000-21450 | 56,535.77 |
| | | | | | | | | | | | 1710000-21450 | 6,861.51 |
| | | | | | | | | | | | 3060000-21450 | 3,505.94 |
| | | | | | | | | | | | 3110000-21450 | 4,498.30 |
| | | | | | | | | | | | 3550000-21450 | 120.92 |
| | | | | | | | | | | | 3580000-21450 | 489.67 |
| | | | | | | | | | | | 4110000-21450 | 1,011.83 |
| | | | | | | | | | | | 7010000-21450 | 856.17 |
| | | | | | | | | | | | 7260000-21450 | 3,954.42 |
| | | | | | | | | | | | | \$232,550.86 |
| 09002056 | 05/01/2025 | V003124 | State of CA - EDD (EFT PY) | 2020/2501090 | | | HW | CHK | IS | TR | 1100000-21660 | 51,725.96 |
| | | | | | | | | | | | 1110000-21660 | 16,566.24 |
| | | | | | | | | | | | 1190000-21660 | 312.14 |
| | | | | | | | | | | | 1510000-21660 | 24,673.55 |
| | | | | | | | | | | | 1710000-21660 | 2,852.86 |
| | | | | | | | | | | | 3060000-21660 | 1,519.62 |
| | | | | | | | | | | | 3110000-21660 | 1,411.54 |

| | | | | | | | | | | | |
|----------|------------|---------|---|---------------|----|-----|----|----|---------------|---------------|---------------------|
| | | | | | | | | | | 3550000-21660 | 51.55 |
| | | | | | | | | | | 3580000-21660 | 232.87 |
| | | | | | | | | | | 4110000-21660 | 423.29 |
| | | | | | | | | | | 7010000-21660 | 376.65 |
| | | | | | | | | | | 7260000-21660 | 1,735.99 |
| | | | | | | | | | | | \$101,882.26 |
| 09002057 | 05/01/2025 | V004808 | Support Payment Clearinghouse | 2810/2501090 | HW | CHK | IS | TR | 1100000-21480 | 14.49 | |
| | | | | | | | | | 1110000-21480 | 127.66 | |
| | | | | | | | | | | | \$142.15 |
| 09002058 | 05/01/2025 | V003123 | CA State Disbursement Unit (EFT PAY) | 2805/2501090 | HW | CHK | IS | TR | 1100000-21480 | 1,619.53 | |
| | | | | | | | | | 1110000-21480 | 303.69 | |
| | | | | | | | | | 1510000-21480 | 235.38 | |
| | | | | | | | | | 7260000-21480 | 348.00 | |
| | | | | | | | | | | | \$2,506.60 |
| 09002059 | 05/01/2025 | V003122 | Nationwide Retirement Solutions(EFT PY) | 1182/2501090 | HW | CHK | IS | TR | 1100000-21300 | 17,804.25 | |
| | | | | | | | | | 1110000-21300 | 3,019.81 | |
| | | | | | | | | | 1510000-21300 | 1,155.89 | |
| | | | | | | | | | 1710000-21300 | 938.00 | |
| | | | | | | | | | 3060000-21300 | 711.25 | |
| | | | | | | | | | 3110000-21300 | 1,043.68 | |
| | | | | | | | | | 7010000-21300 | 216.00 | |
| | | | | | | | | | 7260000-21300 | 411.21 | |
| | | | | | | | | | | | \$25,300.09 |
| 09002060 | 05/01/2025 | V003122 | Nationwide Retirement Solutions(EFT PY) | 2182/2501090 | HW | CHK | IS | TR | 1100000-21360 | 68,975.65 | |
| | | | | | | | | | 1110000-21360 | 16,948.81 | |
| | | | | | | | | | 1190000-21360 | 458.96 | |
| | | | | | | | | | 1510000-21360 | 31,161.54 | |
| | | | | | | | | | 1710000-21360 | 3,674.91 | |
| | | | | | | | | | 3060000-21360 | 2,112.50 | |
| | | | | | | | | | 3110000-21360 | 1,793.68 | |
| | | | | | | | | | 3550000-21360 | 52.40 | |
| | | | | | | | | | 3580000-21360 | 369.23 | |
| | | | | | | | | | 4110000-21360 | 671.00 | |
| | | | | | | | | | 7010000-21360 | 216.00 | |
| | | | | | | | | | 7260000-21360 | 411.21 | |
| | | | | | | | | | | | \$126,845.89 |
| 09002061 | 05/01/2025 | V005111 | Nationwide (401A) | 1183/2501090 | HW | CHK | IS | TR | 1100000-21301 | 1,254.65 | |
| | | | | | | | | | 1710000-21301 | 200.00 | |
| | | | | | | | | | | | \$1,454.65 |
| 09002063 | 05/01/2025 | V003120 | CalPERS | HEALTHMAY2025 | HW | CHK | IS | TR | | | |
| | | | | | | | | | | | \$730,638.63 |
| 09002064 | 05/06/2025 | V003132 | CalPERS Retirement (EF) | PY2501090PERS | HW | CHK | IS | TR | | | |
| | | | | | | | | | | | \$495,673.19 |
| 09002065 | 05/08/2025 | V003132 | CalPERS Retirement (EFT) | ARREARSWEAST | HW | CHK | IS | TR | 1104600-53400 | 3,130.45 | |
| | | | | | | | | | | | \$3,130.45 |
| 09002081 | 05/16/2025 | V003121 | Internal Revenue Service (EFT PY) | 1010/2501100 | HW | CHK | IS | TR | 1100000-21570 | 17,152.64 | |
| | | | | | | | | | 1110000-21570 | 5,149.04 | |
| | | | | | | | | | 1510000-21570 | 6,853.41 | |
| | | | | | | | | | 1710000-21570 | 1,268.12 | |
| | | | | | | | | | 3060000-21570 | 591.58 | |
| | | | | | | | | | 3110000-21570 | 795.04 | |
| | | | | | | | | | 4110000-21570 | 105.66 | |
| | | | | | | | | | 7010000-21570 | 157.92 | |
| | | | | | | | | | 7260000-21570 | 646.96 | |
| | | | | | | | | | | | \$32,720.37 |
| 09002082 | 05/16/2025 | V003121 | Internal Revenue Service (EFT PY) | 2010/2501100 | HW | CHK | IS | TR | 1100000-21460 | 17,303.45 | |
| | | | | | | | | | 1110000-21460 | 4,855.94 | |
| | | | | | | | | | 1190000-21460 | 146.83 | |
| | | | | | | | | | 1510000-21460 | 6,822.51 | |
| | | | | | | | | | 1710000-21460 | 1,268.12 | |
| | | | | | | | | | 3060000-21460 | 591.58 | |
| | | | | | | | | | 3110000-21460 | 795.04 | |
| | | | | | | | | | 3550000-21460 | 17.75 | |
| | | | | | | | | | 3580000-21460 | 8.61 | |

| | | | | | | | | | | | | |
|----------|------------|---------|---|--------------|----|-----|----|----|---------------|---------------|--------|---------------------|
| | | | | | | | | | | 4110000-21460 | 105.66 | |
| | | | | | | | | | | 7010000-21460 | 157.92 | |
| | | | | | | | | | | 7260000-21460 | 646.96 | |
| | | | | | | | | | | | | \$32,720.37 |
| 09002083 | 05/16/2025 | V003121 | Internal Revenue Service (EFT PY) | 2015/2501100 | HW | CHK | IS | TR | 1100000-21450 | 117,974.20 | | |
| | | | | | | | | | 1110000-21450 | 35,574.54 | | |
| | | | | | | | | | 1190000-21450 | 1,143.11 | | |
| | | | | | | | | | 1510000-21450 | 58,741.41 | | |
| | | | | | | | | | 1710000-21450 | 6,713.47 | | |
| | | | | | | | | | 3060000-21450 | 3,532.17 | | |
| | | | | | | | | | 3110000-21450 | 4,322.31 | | |
| | | | | | | | | | 3550000-21450 | 94.71 | | |
| | | | | | | | | | 3580000-21450 | 50.71 | | |
| | | | | | | | | | 4110000-21450 | 1,011.83 | | |
| | | | | | | | | | 7010000-21450 | 856.17 | | |
| | | | | | | | | | 7260000-21450 | 3,946.94 | | |
| | | | | | | | | | | | | \$233,961.57 |
| 09002084 | 05/16/2025 | V003124 | State of CA - EDD (EFT PY) | 2020/2501100 | HW | CHK | IS | TR | 1100000-21660 | 51,891.83 | | |
| | | | | | | | | | 1110000-21660 | 16,348.55 | | |
| | | | | | | | | | 1190000-21660 | 531.17 | | |
| | | | | | | | | | 1510000-21660 | 25,652.72 | | |
| | | | | | | | | | 1710000-21660 | 2,848.61 | | |
| | | | | | | | | | 3060000-21660 | 1,516.02 | | |
| | | | | | | | | | 3110000-21660 | 1,342.81 | | |
| | | | | | | | | | 3550000-21660 | 64.58 | | |
| | | | | | | | | | 3580000-21660 | 29.79 | | |
| | | | | | | | | | 4110000-21660 | 423.29 | | |
| | | | | | | | | | 7010000-21660 | 376.66 | | |
| | | | | | | | | | 7260000-21660 | 1,726.92 | | |
| | | | | | | | | | | | | \$102,752.95 |
| 09002085 | 05/16/2025 | V004808 | Support Payment Clearinghouse | 2810/2501100 | HW | CHK | IS | TR | 1100000-21480 | 33.97 | | |
| | | | | | | | | | 1110000-21480 | 108.18 | | |
| | | | | | | | | | | | | \$142.15 |
| 09002086 | 05/16/2025 | V003123 | CA State Disbursement Unit (EFT PAY) | 2805/2501100 | HW | CHK | IS | TR | 1100000-21480 | 1,575.31 | | |
| | | | | | | | | | 1110000-21480 | 303.69 | | |
| | | | | | | | | | 1190000-21480 | 44.22 | | |
| | | | | | | | | | 1510000-21480 | 235.38 | | |
| | | | | | | | | | 7260000-21480 | 348.00 | | |
| | | | | | | | | | | | | \$2,506.60 |
| 09002087 | 05/16/2025 | V003122 | Nationwide Retirement Solutions(EFT PY) | 1182/2501100 | HW | CHK | IS | TR | 1100000-21300 | 16,477.68 | | |
| | | | | | | | | | 1110000-21300 | 2,761.88 | | |
| | | | | | | | | | 1510000-21300 | 998.01 | | |
| | | | | | | | | | 1710000-21300 | 938.00 | | |
| | | | | | | | | | 3060000-21300 | 751.25 | | |
| | | | | | | | | | 3110000-21300 | 998.68 | | |
| | | | | | | | | | 7010000-21300 | 216.00 | | |
| | | | | | | | | | 7260000-21300 | 411.21 | | |
| | | | | | | | | | | | | \$23,552.71 |
| 09002088 | 05/16/2025 | V003122 | Nationwide Retirement Solutions(EFT PY) | 2182/2501100 | HW | CHK | IS | TR | 1100000-21360 | 67,915.20 | | |
| | | | | | | | | | 1110000-21360 | 17,005.02 | | |
| | | | | | | | | | 1190000-21360 | 590.07 | | |
| | | | | | | | | | 1510000-21360 | 32,428.46 | | |
| | | | | | | | | | 1710000-21360 | 3,374.91 | | |
| | | | | | | | | | 3060000-21360 | 2,152.50 | | |
| | | | | | | | | | 3110000-21360 | 1,748.68 | | |
| | | | | | | | | | 3550000-21360 | 81.76 | | |
| | | | | | | | | | 3580000-21360 | 22.67 | | |
| | | | | | | | | | 4110000-21360 | 671.00 | | |
| | | | | | | | | | 7010000-21360 | 216.00 | | |
| | | | | | | | | | 7260000-21360 | 411.21 | | |
| | | | | | | | | | | | | \$126,617.48 |
| 09002089 | 05/16/2025 | V005111 | Nationwide (401A) | 1183/2501100 | HW | CHK | IS | TR | 1100000-21301 | 876.89 | | |
| | | | | | | | | | 1710000-21301 | 200.00 | | |
| | | | | | | | | | | | | \$1,076.89 |

| | | | | | | | | | | |
|----------|------------|---------|---|---------------|----|-----|----|----|---------------|---------------------|
| 09002091 | 05/15/2025 | V001067 | MissionSquare Retirement | RHSJUNE2025MS | HW | CHK | IS | TR | 1101600-53100 | 75,957.07 |
| | | | | | | | | | 1113160-53100 | 1,350.86 |
| | | | | | | | | | 1513520-53100 | 10,042.56 |
| | | | | | | | | | 1513540-53100 | 675.43 |
| | | | | | | | | | 1513580-53100 | 9,993.02 |
| | | | | | | | | | 1715120-53100 | 2,408.93 |
| | | | | | | | | | 3115900-53100 | 4,052.58 |
| | | | | | | | | | 3220040-53100 | 168.86 |
| | | | | | | | | | 4113180-53100 | 425.52 |
| | | | | | | | | | 6010040-53100 | 405.26 |
| | | | | | | | | | 7268340-53100 | 2,701.72 |
| | | | | | | | | | | \$108,181.81 |
| 09002092 | 05/20/2025 | V003132 | CalPERS Retirement (EF | PY2501100PERS | HW | CHK | IS | TR | | |
| | | | | | | | | | | \$498,295.35 |
| 09002093 | 05/30/2025 | V003121 | Internal Revenue Service (EFT PY) | 1010/2501110 | HW | CHK | IS | TR | 1100000-21570 | 18,147.22 |
| | | | | | | | | | | \$33,834.79 |
| 09002094 | 05/30/2025 | V003121 | Internal Revenue Service (EFT PY) | 2010/2501110 | HW | CHK | IS | TR | 1100000-21460 | 18,365.28 |
| | | | | | | | | | 1110000-21460 | 4,676.42 |
| | | | | | | | | | 1190000-21460 | 113.83 |
| | | | | | | | | | 1510000-21460 | 6,960.20 |
| | | | | | | | | | 1710000-21460 | 1,299.28 |
| | | | | | | | | | 3060000-21460 | 602.94 |
| | | | | | | | | | 3110000-21460 | 792.52 |
| | | | | | | | | | 3550000-21460 | 27.27 |
| | | | | | | | | | 3580000-21460 | 72.63 |
| | | | | | | | | | 4110000-21460 | 104.99 |
| | | | | | | | | | 7010000-21460 | 164.87 |
| | | | | | | | | | 7260000-21460 | 654.56 |
| | | | | | | | | | | \$33,834.79 |
| 09002095 | 05/30/2025 | V003121 | Internal Revenue Service (EFT PY) | 2015/2501110 | HW | CHK | IS | TR | 1100000-21450 | 131,898.20 |
| | | | | | | | | | 1110000-21450 | 33,735.30 |
| | | | | | | | | | 1190000-21450 | 905.85 |
| | | | | | | | | | 1510000-21450 | 59,061.92 |
| | | | | | | | | | 1710000-21450 | 7,029.62 |
| | | | | | | | | | 3060000-21450 | 3,345.78 |
| | | | | | | | | | 3110000-21450 | 4,215.30 |
| | | | | | | | | | 3550000-21450 | 155.03 |
| | | | | | | | | | 3580000-21450 | 586.09 |
| | | | | | | | | | 4110000-21450 | 1,001.47 |
| | | | | | | | | | 7010000-21450 | 913.66 |
| | | | | | | | | | 7260000-21450 | 4,074.40 |
| | | | | | | | | | | \$246,922.62 |
| 09002096 | 05/30/2025 | V003124 | State of CA - EDD (EFT PY) | 2020/2501110 | HW | CHK | IS | TR | 1100000-21660 | 58,249.63 |
| | | | | | | | | | 1110000-21660 | 15,913.85 |
| | | | | | | | | | 1190000-21660 | 395.24 |
| | | | | | | | | | 1510000-21660 | 25,920.69 |
| | | | | | | | | | 1710000-21660 | 3,009.13 |
| | | | | | | | | | 3060000-21660 | 1,489.19 |
| | | | | | | | | | 3110000-21660 | 1,293.73 |
| | | | | | | | | | 3550000-21660 | 98.70 |
| | | | | | | | | | 3580000-21660 | 294.38 |
| | | | | | | | | | 4110000-21660 | 418.87 |
| | | | | | | | | | 7010000-21660 | 411.27 |
| | | | | | | | | | 7260000-21660 | 1,775.05 |
| | | | | | | | | | | \$109,269.73 |
| 09002097 | 05/30/2025 | V004808 | Support Payment Clearinghouse | 2810/2501110 | HW | CHK | IS | TR | 1100000-21480 | 5.14 |
| | | | | | | | | | 1110000-21480 | 137.01 |
| | | | | | | | | | | \$142.15 |
| 09002098 | 05/30/2025 | V003123 | CA State Disbursement Unit (EFT PAY) | 2805/2501110 | HW | CHK | IS | TR | 1100000-21480 | 1,619.53 |
| | | | | | | | | | 1110000-21480 | 303.69 |
| | | | | | | | | | 1510000-21480 | 235.38 |
| | | | | | | | | | 7260000-21480 | 348.00 |
| | | | | | | | | | | \$2,506.60 |
| 09002099 | 05/30/2025 | V003122 | Nationwide Retirement Solutions(EFT PY) | 1182/2501110 | HW | CHK | IS | TR | 1100000-21300 | 14,134.18 |

| | |
|---------------|----------|
| 1110000-21300 | 1,898.73 |
| 1510000-21300 | 800.08 |
| 1710000-21300 | 938.00 |
| 3060000-21300 | 748.07 |
| 3110000-21300 | 923.68 |
| 7010000-21300 | 216.00 |
| 7260000-21300 | 411.21 |

\$20,069.95

09002100 05/30/2025 V003122 Nationwide Retirement Solutions(EFT PY) 2182/2501110 HW CHK IS TR

| | |
|---------------|-----------|
| 1100000-21360 | 68,348.90 |
| 1110000-21360 | 15,248.68 |
| 1190000-21360 | 510.19 |
| 1510000-21360 | 31,455.33 |
| 1710000-21360 | 3,374.91 |
| 3060000-21360 | 2,149.32 |
| 3110000-21360 | 1,748.68 |
| 3550000-21360 | 142.29 |
| 3580000-21360 | 224.94 |
| 4110000-21360 | 671.00 |
| 7010000-21360 | 216.00 |
| 7260000-21360 | 411.21 |

\$124,501.45

09002101 05/30/2025 V005111 Nationwide (401A) 1183/2501110 HW CHK IS TR

| | |
|---------------|--------|
| 1100000-21301 | 862.60 |
| 1710000-21301 | 200.00 |

\$1,062.60

Issued: 32 \$3,520,197.24

Issued: 32 \$3,520,197.24

EF - EF Checking Account Total \$3,520,197.24

EF - EF Checking Account Total \$3,520,197.24

Issued: 52 \$3,959,564.92

Issued: 52 \$3,959,564.92

Summary Total \$3,959,564.92

Summary Total \$3,959,564.92

User Name: CITYHALL\MMatula



CITY OF MURRIETA

City Council Meeting Agenda

Report

7/15/2025
Agenda Item No. 4.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Tanner Benson, Financial Analyst

SUBJECT: Monthly Investment Transaction Report for May 2025

RECOMMENDATION

Receive and file the Monthly Investment Transaction Report for May 2025.

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

DISCUSSION

This report is filed with the City Council in compliance with Government Code Section 53607, which states that a monthly report of transactions related to the purchase, sale, or exchange of securities is made monthly to the legislative body. The City of Murrieta (City) has both long-term and short-term investments. The City's managed investment portfolio is for longer-term investments, managed by Chandler Asset Management. The Local Agency Investment Fund (LAIF), managed by the California State Treasurer, is used for short-term investments and functions more like a savings account to facilitate cash flow.

This report includes funds under management from Chandler Asset Management, funds deposited with LAIF, and earnings from the Wells Fargo Cash Sweep Program. Bond funds held by the City's Trustee are not included in this report but are on file and available on request.

The transactions in the long-term investment portfolio for May 2025 include dispositions of \$7,696,820.83 in cash, payables, receivables, maturities, and sales, which also includes a withdrawal for bank fees. Subsequently, these proceeds, together with the dispositions and monthly interest earnings, were reinvested in security and money market fund purchases totaling \$8,152,455.72.

The California State Treasurer allocates and reinvests LAIF interest earnings quarterly. Quarterly interest earnings are reflected in the statement one month after the end of the quarter. The account received the last interest earnings deposit in April 2025 for the previous quarter.

As of May 31, 2025, the City's Total Ending Book Value (or what the City actually paid for the investments) for both investment accounts (long and short-term accounts) is \$152,440,969.13. Both accounts combined had an overall increase of \$490,397.82 or 0.32%, which includes any deposits, dispositions, applicable interest earnings, and less any realized gain/loss or monthly fees charged to the account.

The City is also earning monthly dividends in the General Checking account. The Wells Fargo "Cash Sweep Program" allows the City to earn a return on uninvested cash balances in our General Checking Account by automatically "sweeping" cash balances into a Sweep investment vehicle until such balances are otherwise needed to satisfy obligations arising in the account.

The total earnings from the Cash Sweep Program for the month of May were \$415,528.76.

Attached are the investment portfolio accounts for Chandler for the month of May (Attachment 1) and the regular monthly statement for LAIF (Attachment 2), which lists all transactions associated with the respective accounts. In addition, Attachment 3 provides a summary of daily transactions for the Wells Fargo Cash Sweep Program.

This report also includes a statement of compliance with state law and the City's investment policy for the various investment categories.

FISCAL IMPACT

The recommended action has no fiscal impact. Interest earnings projections are included in the Fiscal Year 2024/25 Operating Budget.

ATTACHMENTS

1. Chandler Asset Management Monthly Account Statement for May 2025
2. Local Agency Investment Fund (LAIF) Monthly Statement for May 2025
3. Wells Fargo Cash Sweep Program May 2025 Statement

MONTHLY ACCOUNT STATEMENT

Murrieta Consolidated | Account | As of May 31, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Custodian:

US Bank

PORTFOLIO SUMMARY



Murrieta Consolidated | Account | As of May 31, 2025

Portfolio Characteristics

| | |
|---------------------------|-------|
| Average Modified Duration | 1.79 |
| Average Coupon | 3.69% |
| Average Purchase YTM | 4.24% |
| Average Market YTM | 4.13% |
| Average Credit Quality* | AA+ |
| Average Final Maturity | 2.11 |
| Average Life | 1.85 |

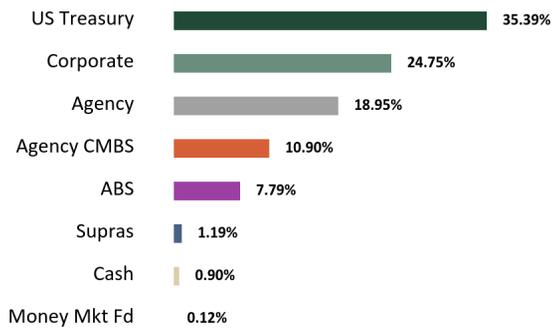
Account Summary

| | End Values as of 04/30/2025 | End Values as of 05/31/2025 |
|---------------------------|-----------------------------|-----------------------------|
| Market Value | 152,613,357.34 | 152,490,673.44 |
| Accrued Interest | 1,143,501.27 | 1,157,021.34 |
| Total Market Value | 153,756,858.61 | 153,647,694.77 |
| Income Earned | 485,364.86 | 411,203.07 |
| Cont/WD | 0.00 | 0.00 |
| Par | 152,861,464.24 | 153,326,012.32 |
| Book Value | 149,950,890.13 | 150,441,287.95 |
| Cost Value | 149,950,890.13 | 150,441,287.95 |

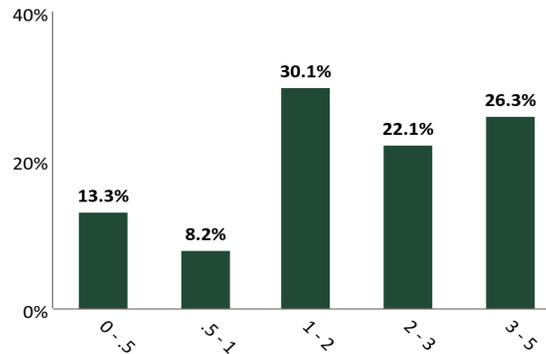
Top Issuers

| | |
|--------------------------------------|--------|
| Government of The United States | 35.39% |
| Federal Home Loan Banks | 11.81% |
| FHLMC | 10.90% |
| Farm Credit System | 7.15% |
| Massachusetts Mutual Life Insurance | 1.37% |
| International Bank for Recon and Dev | 1.19% |
| The Home Depot, Inc. | 1.15% |
| Deere & Company | 1.12% |

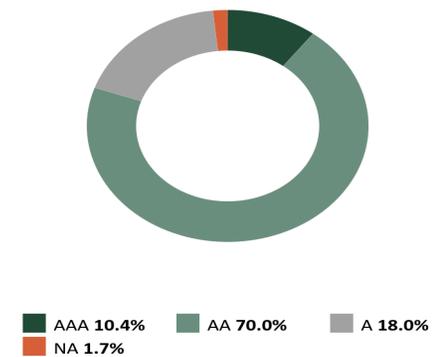
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
Execution Time: 06/03/2025 09:47:49 AM

STATEMENT OF COMPLIANCE



Murrieta Consolidated | Account | As of May 31, 2025

| Rules Name | Limit | Actual | Compliance Status | Notes |
|--|-------|--------|-------------------|-------|
| AGENCY MORTGAGE SECURITIES (CMOS) | | | | |
| Max % (MV) | 20.0 | 10.9 | Compliant | |
| Max % Issuer (MV) | 30.0 | 10.9 | Compliant | |
| Max Maturity (Years) | 5.0 | 4.8 | Compliant | |
| ASSET-BACKED SECURITIES (ABS) | | | | |
| Max % (MV) | 20.0 | 7.8 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.9 | Compliant | |
| Max Maturity (Years) | 5 | 4 | Compliant | |
| Min Rating (AA- by 1) | 0.0 | 0.0 | Compliant | |
| BANKERS' ACCEPTANCES | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Days) | 180 | 0.0 | Compliant | |
| Min Rating (A-1 by 1 or A- by 1) | 0.0 | 0.0 | Compliant | |
| CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS) | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5.0 | 0.0 | Compliant | |
| COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD) | | | | |
| Max % (MV) | 20.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5.0 | 0.0 | Compliant | |
| COMMERCIAL PAPER | | | | |
| Max % (MV) | 40.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Days) | 270 | 0.0 | Compliant | |
| Min Rating (A-1 by 1 or A- by 1) | 0.0 | 0.0 | Compliant | |
| CORPORATE MEDIUM TERM NOTES | | | | |
| Max % (MV) | 30.0 | 24.8 | Compliant | |
| Max % Issuer (MV) | 5.0 | 1.4 | Compliant | |
| Max Maturity (Years) | 5 | 3 | Compliant | |
| Min Rating (A- by 1) | 0.0 | 0.0 | Compliant | |
| FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/TD) | | | | |

STATEMENT OF COMPLIANCE



Murrieta Consolidated | Account | As of May 31, 2025

| Rules Name | Limit | Actual | Compliance Status | Notes |
|--|-------|--------|-------------------|-------|
| Max % (MV) | 20.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 0.0 | Compliant | |
| FEDERAL AGENCIES | | | | |
| Max % (MV) | 100.0 | 19.0 | Compliant | |
| Max % Issuer (MV) | 30.0 | 11.8 | Compliant | |
| Max Callables (MV) | 20.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 3 | Compliant | |
| LOCAL AGENCY INVESTMENT FUND (LAIF) | | | | |
| Max Concentration (MV) | 75.0 | 0.0 | Compliant | |
| MONEY MARKET MUTUAL FUNDS | | | | |
| Max % (MV) | 20.0 | 0.1 | Compliant | |
| Max % Issuer (MV) | 10.0 | 0.1 | Compliant | |
| Min Rating (AAA by 2) | 0.0 | 0.0 | Compliant | |
| MUNICIPAL SECURITIES (CA, LOCAL AGENCY) | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 0.0 | Compliant | |
| Min Rating (A- by 1) | 0.0 | 0.0 | Compliant | |
| MUTUAL FUNDS | | | | |
| Max % (MV) | 20.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 10.0 | 0.0 | Compliant | |
| Min Rating (AAA by 2) | 0.0 | 0.0 | Compliant | |
| NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD) | | | | |
| Max % (MV) | 30.0 | 0.0 | Compliant | |
| Max % Issuer (MV) | 5.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 5 | 0.0 | Compliant | |
| Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit) | 0.0 | 0.0 | Compliant | |
| REPURCHASE AGREEMENTS | | | | |
| Max % (MV) | 20.0 | 0.0 | Compliant | |
| Max Maturity (Years) | 1.0 | 0.0 | Compliant | |
| SUPRANATIONAL OBLIGATIONS | | | | |
| Max % (MV) | 30.0 | 1.2 | Compliant | |
| Max % Issuer (MV) | 10.0 | 1.2 | Compliant | |
| Max Maturity (Years) | 5 | 3 | Compliant | |

STATEMENT OF COMPLIANCE



Murrieta Consolidated | Account | As of May 31, 2025

| Rules Name | Limit | Actual | Compliance Status | Notes |
|------------------------|-------|--------|-------------------|-------|
| Min Rating (AA- by 1) | 0.0 | 0.0 | Compliant | |
| U.S. TREASURIES | | | | |
| Max % (MV) | 100.0 | 35.4 | Compliant | |
| Max Maturity (Years) | 5 | 4 | Compliant | |

RECONCILIATION SUMMARY

Murrieta Consolidated | Account | As of May 31, 2025

Maturities / Calls

| | |
|---------------------|-----------------|
| Month to Date | (1,780,000.00) |
| Fiscal Year to Date | (16,670,000.00) |

Principal Paydowns

| | |
|---------------------|----------------|
| Month to Date | (1,091,887.54) |
| Fiscal Year to Date | (1,688,316.14) |

Purchases

| | |
|---------------------|---------------|
| Month to Date | 8,152,455.72 |
| Fiscal Year to Date | 52,043,797.57 |

Sales

| | |
|---------------------|-----------------|
| Month to Date | (7,515,921.48) |
| Fiscal Year to Date | (32,892,876.44) |

Interest Received

| | |
|---------------------|--------------|
| Month to Date | 399,570.02 |
| Fiscal Year to Date | 2,215,228.70 |

Purchased / Sold Interest

| | |
|---------------------|--------------|
| Month to Date | (1,887.02) |
| Fiscal Year to Date | (117,623.71) |

Accrual Activity Summary

| | Month to Date | Fiscal Year to Date (01/01/2025) |
|---------------------------------------|----------------|-------------------------------------|
| Beginning Book Value | 149,950,890.13 | 148,126,527.34 |
| Maturities/Calls | (1,780,000.00) | (16,670,000.00) |
| Principal Paydowns | (1,091,887.54) | (1,688,316.14) |
| Purchases | 8,152,455.72 | 52,043,797.57 |
| Sales | (7,515,921.48) | (32,892,876.44) |
| Change in Cash, Payables, Receivables | 2,690,988.19 | 1,339,644.58 |
| Amortization/Accretion | 0.00 | 0.00 |
| Realized Gain (Loss) | 34,762.93 | 182,511.04 |
| Ending Book Value | 150,441,287.95 | 150,441,287.95 |

Fair Market Activity Summary

| | Month to Date | Fiscal Year to Date (01/01/2025) |
|---------------------------------------|----------------|-------------------------------------|
| Beginning Market Value | 152,613,357.34 | 149,082,097.03 |
| Maturities/Calls | (1,780,000.00) | (16,670,000.00) |
| Principal Paydowns | (1,091,887.54) | (1,688,316.14) |
| Purchases | 8,152,455.72 | 52,043,797.57 |
| Sales | (7,515,921.48) | (32,892,876.44) |
| Change in Cash, Payables, Receivables | 2,690,988.19 | 1,339,644.58 |
| Amortization/Accretion | 0.00 | 0.00 |
| Change in Net Unrealized Gain (Loss) | (613,081.73) | 1,093,815.80 |
| Realized Gain (Loss) | 34,762.93 | 182,511.04 |
| Ending Market Value | 152,490,673.44 | 152,490,673.44 |

HOLDINGS REPORT



Murrieta Consolidated | Account | As of May 31, 2025

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P/ Fitch | Maturity Duration |
|------------|------------------------------------|---------------------|---------------------------------|------------------------------|----------------------|------------------------------|-------------------------|---------------------------|----------------------|
| ABS | | | | | | | | | |
| 43815PAC3 | HAROT 2022-2 A3 3.73 07/20/2026 | 88,978.94 | 08/15/2022 3.73% | 88,973.64 88,973.64 | 99.81 4.65% | 88,807.25 119.85 | 0.06% (166.39) | NA/AAA AAA | 1.14 0.22 |
| 05602RAD3 | BMWOT 2022-A A3 3.21 08/25/2026 | 42,944.94 | 05/10/2022 3.21% | 42,942.70 42,942.70 | 99.76 4.77% | 42,840.80 22.98 | 0.03% (101.91) | Aaa/AAA NA | 1.24 0.16 |
| 47787JAC2 | JDOT 2022 A3 2.32 09/15/2026 | 51,967.30 | 03/10/2022 2.33% | 51,955.81 51,955.81 | 99.61 4.78% | 51,764.42 53.58 | 0.03% (191.39) | Aaa/NA AAA | 1.29 0.16 |
| 362554AC1 | GMCAR 2021-4 A3 0.68 09/16/2026 | 8,594.25 | 10/13/2021 0.68% | 8,594.03 8,594.03 | 99.82 4.92% | 8,578.86 2.44 | 0.01% (15.16) | Aaa/AAA NA | 1.30 0.04 |
| 380146AC4 | GMCAR 2022-1 A3 1.26 11/16/2026 | 14,481.05 | 01/11/2022 1.26% | 14,479.79 14,479.79 | 99.73 4.95% | 14,442.31 7.60 | 0.01% (37.49) | NA/AAA AAA | 1.46 0.07 |
| 379929AD4 | GMALT 2023-3 A3 5.38 11/20/2026 | 196,364.82 | 08/08/2023 5.38% | 196,341.27 196,341.27 | 100.20 4.53% | 196,758.43 322.80 | 0.13% 417.16 | NA/AAA AAA | 1.47 0.22 |
| 36269FAD8 | GMALT 2024-1 A3 5.09 03/22/2027 | 455,000.00 | 02/08/2024 5.09% | 454,943.13 454,943.13 | 100.33 4.53% | 456,482.89 707.65 | 0.30% 1,539.76 | NA/AAA AAA | 1.81 0.53 |
| 05611UAD5 | BMWLT 2024-1 A3 4.98 03/25/2027 | 1,000,000.00 | 06/20/2024 5.19% | 994,687.50 994,687.50 | 100.35 4.47% | 1,003,517.70 830.00 | 0.66% 8,830.20 | Aaa/AAA NA | 1.82 0.62 |
| 36265WAD5 | GMCAR 2022-3 A3 3.64 04/16/2027 | 103,019.62 | 07/06/2022 3.64% | 103,018.91 103,018.91 | 99.73 4.70% | 102,743.72 156.25 | 0.07% (275.19) | Aaa/NA AAA | 1.88 0.26 |
| 58770JAD6 | MBALT 2024-A A3 5.32 01/18/2028 | 350,000.00 | 05/17/2024 5.32% | 349,959.05 349,959.05 | 101.06 4.51% | 353,726.10 827.56 | 0.23% 3,767.05 | Aaa/NA AAA | 2.64 1.22 |
| 58769GAD5 | MBALT 2024-B A3 4.23 02/15/2028 | 545,000.00 | 09/17/2024 4.24% | 544,908.28 544,908.28 | 99.68 4.54% | 543,278.89 1,024.60 | 0.36% (1,629.39) | NA/AAA AAA | 2.71 1.17 |
| 362962AD4 | GMALT 2025-2 A3 4.58 05/20/2028 | 705,000.00 | 05/20/2025 4.58% | 704,988.30 704,988.30 | 100.00 4.62% | 705,000.00 179.38 | 0.46% 11.70 | NA/AAA AAA | 2.97 1.68 |
| 437918AC9 | HAROT 2024-1 A3 5.21 08/15/2028 | 1,250,000.00 | 02/13/2024 5.21% | 1,249,945.63 1,249,945.63 | 100.84 4.45% | 1,260,540.75 2,894.44 | 0.83% 10,595.12 | Aaa/AAA NA | 3.21 1.03 |
| 161571HT4 | CHAIT 2023-1 A 5.16 09/15/2028 | 1,320,000.00 | 09/07/2023 5.23% | 1,319,634.10 1,319,634.10 | 100.98 4.41% | 1,332,979.56 3,027.20 | 0.87% 13,345.46 | NA/AAA AAA | 3.29 1.22 |
| 47800RAD5 | JDOT 2024 A3 4.96 11/15/2028 | 335,000.00 | 03/11/2024 4.96% | 334,981.24 334,981.24 | 100.75 4.37% | 337,512.50 738.49 | 0.22% 2,531.26 | Aaa/NA AAA | 3.46 1.15 |
| 096919AD7 | BMWOT 2024-A A3 5.18 02/26/2029 | 600,000.00 | 06/04/2024 5.18% | 599,908.86 599,908.86 | 100.85 4.52% | 605,101.80 518.00 | 0.40% 5,192.94 | Aaa/AAA NA | 3.74 1.19 |
| 58768YAD7 | MBALT 2025-A A3 4.61 04/16/2029 | 770,000.00 | 05/14/2025 4.61% | 769,906.14 769,906.14 | 100.72 4.33% | 775,569.72 986.03 | 0.51% 5,663.58 | NA/AAA AAA | 3.88 2.21 |

HOLDINGS REPORT



Murrieta Consolidated | Account | As of May 31, 2025

| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P/ Fitch | Maturity Duration |
|------------------|------------------------------------|----------------------|---------------------------------|------------------------------|-------------------------------|--|----------------------------------|---------------------------|----------------------------|
| 02582JKH2 | AMXCA 2024-1 A 5.23 04/16/2029 | 640,000.00 | 04/16/2024 5.23% | 639,868.80 639,868.80 | 101.72 4.31% | 650,989.50 1,487.64 | 0.43% 11,120.70 | NA/AAA AAA | 3.88 1.74 |
| 47800DAD6 | JDOT 2025 A3 4.23 09/17/2029 | 670,000.00 | 03/04/2025 4.23% | 669,957.86 669,957.86 | 99.87 4.33% | 669,115.94 1,259.60 | 0.44% (841.93) | Aaa/NA AAA | 4.30 1.96 |
| 92348KDY6 | VZMT 2025-3 A1A 4.51 03/20/2030 | 1,050,000.00 | 03/25/2025 4.51% | 1,049,954.85 1,049,954.85 | 100.16 4.51% | 1,051,725.05 1,446.96 | 0.69% 1,770.20 | Aaa/NA AAA | 4.80 1.69 |
| 02582JKP4 | AMXCA 2025-2 A 4.28 04/15/2030 | 1,255,000.00 | 05/06/2025 4.28% | 1,254,977.28 1,254,977.28 | 100.00 4.32% | 1,255,028.36 2,685.70 | 0.82% 51.08 | NA/AAA AAA | 4.87 2.64 |
| 362549AD9 | GMCAR 2025-2 A3 4.28 04/16/2030 | 370,000.00 | 05/06/2025 4.28% | 369,945.54 369,945.54 | 100.13 4.26% | 370,464.94 747.81 | 0.24% 519.40 | Aaa/AAA NA | 4.88 2.16 |
| Total ABS | | 11,821,350.91 | 4.79% | 11,814,872.71 | 100.47 4.44% | 11,876,969.48 20,046.56 | 7.79% 62,096.76 | | 3.46 1.46 |

| AGENCY | | | | | | | | | |
|-----------|---|--------------|---------------------|------------------------------|-----------------|---------------------------|--------------------|----------------|--------------|
| 3133EPW68 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026 | 1,400,000.00 | 01/24/2024 4.40% | 1,392,860.00 1,392,860.00 | 99.92 4.25% | 1,398,837.51 20,693.75 | 0.92% 5,977.51 | Aa1/AA+ AA+ | 0.65 0.62 |
| 3133ERDZ1 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026 | 1,000,000.00 | 05/20/2024 4.87% | 997,690.00 997,690.00 | 100.55 4.14% | 1,005,473.10 3,034.72 | 0.66% 7,783.10 | Aa1/AA+ AA+ | 0.94 0.90 |
| 3130AWLZ1 | FEDERAL HOME LOAN BANKS 4.75 06/12/2026 | 2,000,000.00 | 08/16/2023 4.78% | 1,998,620.00 1,998,620.00 | 100.60 4.15% | 2,011,943.46 44,597.22 | 1.32% 13,323.46 | Aa1/AA+ AA+ | 1.03 0.97 |
| 3133EPZY4 | FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026 | 2,000,000.00 | 11/09/2023 4.85% | 2,007,480.00 2,007,480.00 | 101.14 3.98% | 2,022,819.96 33,611.11 | 1.33% 15,339.96 | Aa1/AA+ AA+ | 1.16 1.10 |
| 3133EPSW6 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026 | 2,405,000.00 | 08/09/2023 4.58% | 2,399,468.50 2,399,468.50 | 100.45 4.11% | 2,415,749.75 32,166.88 | 1.58% 16,281.25 | Aa1/AA+ AA+ | 1.21 1.14 |
| 3130AWTQ3 | FEDERAL HOME LOAN BANKS 4.625 09/11/2026 | 4,500,000.00 | -- 4.81% | 4,476,030.00 4,476,030.00 | 100.68 4.07% | 4,530,536.42 46,250.00 | 2.97% 54,506.42 | Aa1/AA+ AA+ | 1.28 1.22 |
| 3130AXU63 | FEDERAL HOME LOAN BANKS 4.625 11/17/2026 | 1,750,000.00 | 11/30/2023 4.53% | 1,754,427.50 1,754,427.50 | 100.80 4.06% | 1,763,925.26 3,147.57 | 1.16% 9,497.76 | Aa1/AA+ AA+ | 1.47 1.40 |
| 3130AYPNO | FEDERAL HOME LOAN BANKS 4.125 01/15/2027 | 2,000,000.00 | 01/30/2024 4.21% | 1,995,560.00 1,995,560.00 | 100.37 3.89% | 2,007,378.18 31,166.67 | 1.32% 11,818.18 | Aa1/AA+ AA+ | 1.63 1.53 |
| 3133EP6K6 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027 | 1,000,000.00 | 04/08/2024 4.66% | 995,520.00 995,520.00 | 100.95 3.95% | 1,009,468.77 8,125.00 | 0.66% 13,948.77 | Aa1/AA+ AA+ | 1.82 1.72 |
| 3130BOTY5 | FEDERAL HOME LOAN BANKS 4.75 04/09/2027 | 1,500,000.00 | 04/10/2024 4.84% | 1,496,115.00 1,496,115.00 | 101.51 3.90% | 1,522,575.47 10,291.67 | 1.00% 26,460.47 | Aa1/AA+ AA+ | 1.86 1.75 |

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|---------------------|--|----------------------|---------------------------------|------------------------------|-------------------------------|---|------------------------------------|---------------------------|----------------------------|
| 3133ERFJ5 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027 | 1,000,000.00 | 05/20/2024 4.69% | 994,830.00 994,830.00 | 100.94 4.00% | 1,009,386.01 1,375.00 | 0.66% 14,556.01 | Aa1/AA+ AA+ | 1.97 1.86 |
| 3130ATS57 | FEDERAL HOME LOAN BANKS 4.5 03/10/2028 | 3,000,000.00 | 03/24/2025 4.02% | 3,039,480.00 3,039,480.00 | 101.59 3.89% | 3,047,665.44 30,375.00 | 2.00% 8,185.44 | Aa1/AA+ AA+ | 2.78 2.56 |
| 3130AWC24 | FEDERAL HOME LOAN BANKS 4.0 06/09/2028 | 2,000,000.00 | 07/06/2023 4.49% | 1,956,940.00 1,956,940.00 | 100.30 3.89% | 2,006,070.00 38,222.22 | 1.32% 49,130.00 | Aa1/AA+ AA+ | 3.02 2.77 |
| 3130AVVX7 | FEDERAL HOME LOAN BANKS 3.75 06/09/2028 | 1,120,000.00 | 06/07/2023 4.00% | 1,107,243.20 1,107,243.20 | 99.59 3.90% | 1,115,368.46 20,066.67 | 0.73% 8,125.26 | Aa1/AA+ AA+ | 3.02 2.78 |
| 3133EPWK7 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028 | 2,000,000.00 | 10/12/2023 4.71% | 1,981,460.00 1,981,460.00 | 101.75 3.93% | 2,035,086.84 17,250.00 | 1.33% 53,626.84 | Aa1/AA+ AA+ | 3.31 3.03 |
| Total Agency | | 28,675,000.00 | 4.56% | 28,593,724.20 | 100.80 4.01% | 28,902,284.62 340,373.47 | 18.95% 308,560.42 | | 1.80 1.68 |

AGENCY CMBS

| | | | | | | | | | |
|-----------|-----------------------------------|--------------|---------------------|------------------------------|----------------|--------------------------|---------------------|----------------|--------------|
| 3137BM7C4 | FHMS K-051 A2 3.308 09/25/2025 | 1,062,103.27 | 06/23/2022 3.30% | 1,059,862.89 1,059,862.89 | 99.49 4.52% | 1,056,662.65 2,927.86 | 0.69% (3,200.25) | Aa1/AA+ AAA | 0.32 0.25 |
| 3137BSP72 | FHMS K-058 A2 2.653 08/25/2026 | 2,000,000.00 | 02/09/2023 4.35% | 1,890,546.88 1,890,546.88 | 97.91 4.35% | 1,958,176.60 4,421.67 | 1.28% 67,629.72 | Aa1/AA+ AAA | 1.24 1.15 |
| 3137BTUM1 | FHMS K-061 A2 3.347 11/25/2026 | 868,353.91 | 09/22/2022 4.23% | 837,181.37 837,181.37 | 98.55 4.30% | 855,734.99 2,421.98 | 0.56% 18,553.63 | Aa1/AA+ AAA | 1.49 1.33 |
| 3137BVZ82 | FHMS K-063 A2 3.43 01/25/2027 | 862,000.00 | -- 4.09% | 839,600.51 839,600.51 | 98.56 4.30% | 849,557.29 2,463.88 | 0.56% 9,956.78 | Aa1/AA+ AAA | 1.65 1.44 |
| 3137F1G44 | FHMS K-065 A2 3.243 04/25/2027 | 1,000,000.00 | 09/19/2022 4.08% | 965,468.75 965,468.75 | 98.10 4.25% | 981,007.40 2,702.50 | 0.64% 15,538.65 | Aa1/AA+ AAA | 1.90 1.73 |
| 3137FBU79 | FHMS K-069 A2 3.187 09/25/2027 | 1,228,746.45 | 05/18/2023 4.13% | 1,180,316.57 1,180,316.57 | 97.71 4.20% | 1,200,575.72 3,263.35 | 0.79% 20,259.15 | Aa1/AAA AA+ | 2.32 2.12 |
| 3137F4X72 | FHMS K-075 A2 3.65 02/25/2028 | 1,165,000.00 | 09/14/2023 4.92% | 1,107,478.13 1,107,478.13 | 98.48 4.19% | 1,147,239.23 3,543.54 | 0.75% 39,761.10 | Aa1/AA+ AAA | 2.74 2.52 |
| 3137FJEH8 | FHMS K-081 A2 3.9 08/25/2028 | 1,250,000.00 | 05/28/2024 4.94% | 1,197,265.63 1,197,265.63 | 99.08 4.16% | 1,238,478.75 4,062.50 | 0.81% 41,213.12 | Aa1/AA+ AAA | 3.24 2.95 |
| 3137FK4M5 | FHMS K-085 A2 4.06 10/25/2028 | 2,000,000.00 | 05/07/2025 4.12% | 1,990,703.13 1,990,703.13 | 99.30 4.24% | 1,985,960.00 6,766.67 | 1.30% (4,743.13) | Aaa/AA+ AA+ | 3.40 3.08 |
| 3137H5YC5 | FHMS K-748 A2 2.26 01/25/2029 | 1,500,000.00 | 08/19/2024 4.12% | 1,385,332.03 1,385,332.03 | 93.48 4.23% | 1,402,179.15 2,825.00 | 0.92% 16,847.12 | Aa1/AA+ AAA | 3.65 3.35 |
| 3137FLMV3 | FHMS K-090 A2 3.422 02/25/2029 | 2,000,000.00 | 03/27/2025 4.30% | 1,932,500.00 1,932,500.00 | 97.15 4.23% | 1,943,000.60 5,703.33 | 1.27% 10,500.60 | Aa1/AAA AA+ | 3.74 3.38 |

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|--------------------------|---|----------------------|---------------------------------|--|------------------------------|--|------------------------------------|---------------------------|----------------------------|
| 3137HA4B9 | FHMS K-751 A2 4.412 03/25/2030 | 2,000,000.00 | 03/26/2025 4.37% | 1,997,890.63 1,997,890.63 | 100.36 4.29% | 2,007,119.60 7,353.33 | 1.32% 9,228.97 | Aaa/AA+ AA+ | 4.82 3.98 |
| Total Agency CMBS | | 16,936,203.63 | 4.26% | 16,384,146.52 16,384,146.52 | 98.20 4.27% | 16,625,691.97 48,455.62 | 10.90% 241,545.45 | | 2.77 2.47 |
| CASH | | | | | | | | | |
| CCYUSD | Receivable | 1,367,727.63 | -- 0.00% | 1,367,727.63 1,367,727.63 | 1.00 0.00% | 1,367,727.63 0.00 | 0.90% 0.00 | Aaa/AAA AAA | 0.00 0.00 |
| Total Cash | | 1,367,727.63 | 0.00% | 1,367,727.63 1,367,727.63 | 1.00 0.00% | 1,367,727.63 0.00 | 0.90% 0.00 | | 0.00 0.00 |
| CORPORATE | | | | | | | | | |
| 438516CB0 | HONEYWELL INTERNATIONAL INC 1.35 06/01/2025 | 1,000,000.00 | 03/09/2022 2.31% | 970,280.00 970,280.00 | 100.00 1.35% | 1,000,000.00 6,750.00 | 0.66% 29,720.00 | A2/A A | 0.00 0.01 |
| 89115A2A9 | TORONTO-DOMINION BANK 3.766 06/06/2025 | 1,000,000.00 | 06/02/2022 3.70% | 1,001,830.00 1,001,830.00 | 99.99 4.59% | 999,899.48 18,306.94 | 0.66% (1,930.52) | A2/A- NA | 0.02 0.01 |
| 63743HFE7 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 3.45 06/15/2025 | 1,105,000.00 | -- 3.61% | 1,099,973.65 1,099,973.65 | 99.93 5.31% | 1,104,226.80 17,578.71 | 0.72% 4,253.15 | A2/A- A | 0.04 0.04 |
| 14913R2Z9 | CATERPILLAR FINANCIAL SERVICES CORP 3.65 08/12/2025 | 1,375,000.00 | 08/08/2022 3.69% | 1,373,336.25 1,373,336.25 | 99.84 4.41% | 1,372,859.62 15,195.66 | 0.90% (476.63) | A2/A A+ | 0.20 0.19 |
| 26442UAA2 | DUKE ENERGY PROGRESS LLC 3.25 08/15/2025 | 1,000,000.00 | 06/23/2022 3.57% | 990,710.00 990,710.00 | 99.73 4.54% | 997,323.50 9,569.44 | 0.65% 6,613.50 | Aa3/A NA | 0.21 0.20 |
| 437076CR1 | HOME DEPOT INC 4.0 09/15/2025 | 1,000,000.00 | 09/14/2022 4.13% | 996,380.00 996,380.00 | 99.87 4.44% | 998,663.02 8,444.44 | 0.65% 2,283.02 | A2/A A | 0.29 0.28 |
| 023135CN4 | AMAZON.COM INC 4.6 12/01/2025 | 425,000.00 | 11/29/2022 4.60% | 424,974.50 424,974.50 | 100.08 4.43% | 425,351.95 9,775.00 | 0.28% 377.45 | A1/AA AA- | 0.50 0.49 |
| 037833BY5 | APPLE INC 3.25 02/23/2026 | 1,000,000.00 | 02/22/2023 4.72% | 959,390.00 959,390.00 | 99.17 4.42% | 991,686.20 8,847.22 | 0.65% 32,296.20 | Aaa/AA+ NA | 0.73 0.70 |
| 57629W6F2 | MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026 | 750,000.00 | 04/04/2023 4.52% | 749,482.50 749,482.50 | 100.10 4.38% | 750,732.05 4,781.25 | 0.49% 1,249.55 | Aa3/AA+ AA+ | 0.86 0.83 |
| 00440EAV9 | CHUBB INA HOLDINGS LLC 3.35 05/03/2026 | 1,000,000.00 | 09/13/2023 5.23% | 954,220.00 954,220.00 | 99.03 4.44% | 990,256.57 2,605.56 | 0.65% 36,036.57 | A2/A A | 0.92 0.89 |
| 58989V2F0 | MET TOWER GLOBAL FUNDING 5.4 06/20/2026 | 1,000,000.00 | 06/12/2023 5.38% | 1,000,440.00 1,000,440.00 | 101.00 4.41% | 1,010,038.52 24,150.00 | 0.66% 9,598.52 | Aa3/AA- AA- | 1.05 0.99 |

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|-----------|---|---------------------|---------------------------------|------------------------------|----------------------|------------------------------|-------------------------|---------------------------|----------------------|
| 61747YET8 | MORGAN STANLEY 4.679 07/17/2026 | 1,000,000.00 | 09/14/2022 5.45% | 994,030.00 994,030.00 | 99.99 5.89% | 999,865.50 17,416.28 | 0.66% 5,835.50 | A1/A- A+ | 1.13 0.12 |
| 69371RS56 | PACCAR FINANCIAL CORP 5.05 08/10/2026 | 1,450,000.00 | -- 4.99% | 1,451,925.00 1,451,925.00 | 100.89 4.27% | 1,462,952.95 22,577.71 | 0.96% 11,027.95 | A1/A+ NA | 1.19 1.13 |
| 06428CAA2 | BANK OF AMERICA NA 5.526 08/18/2026 | 1,000,000.00 | 09/13/2023 5.57% | 998,810.00 998,810.00 | 101.28 4.42% | 1,012,784.65 15,810.50 | 0.66% 13,974.65 | Aa2/A+ AA | 1.22 1.07 |
| 713448FW3 | PEPSICO INC 5.125 11/10/2026 | 510,000.00 | 11/08/2023 5.13% | 509,862.30 509,862.30 | 101.28 4.19% | 516,548.26 1,524.69 | 0.34% 6,685.96 | A1/A+ NA | 1.45 1.30 |
| 48125LRU8 | JPMORGAN CHASE BANK NA 5.11 12/08/2026 | 1,575,000.00 | -- 5.08% | 1,576,460.00 1,576,460.00 | 101.12 4.34% | 1,592,709.38 38,676.31 | 1.04% 16,249.38 | Aa2/AA- AA | 1.52 1.34 |
| 24422EXF1 | JOHN DEERE CAPITAL CORP 4.5 01/08/2027 | 1,000,000.00 | 01/10/2024 4.52% | 999,460.00 999,460.00 | 100.50 4.17% | 1,004,973.35 17,875.00 | 0.66% 5,513.35 | A1/A A+ | 1.61 1.50 |
| 78016HZT0 | ROYAL BANK OF CANADA 4.875 01/19/2027 | 1,245,000.00 | 01/10/2024 4.88% | 1,244,688.75 1,244,688.75 | 100.82 4.34% | 1,255,227.09 22,254.38 | 0.82% 10,538.34 | A1/A AA- | 1.64 1.53 |
| 17275RBQ4 | CISCO SYSTEMS INC 4.8 02/26/2027 | 1,500,000.00 | 02/29/2024 4.78% | 1,500,810.00 1,500,810.00 | 100.99 4.20% | 1,514,860.74 19,000.00 | 0.99% 14,050.74 | A1/AA- NA | 1.74 1.55 |
| 857477CL5 | STATE STREET CORP 4.993 03/18/2027 | 1,210,000.00 | 03/13/2024 4.99% | 1,210,000.00 1,210,000.00 | 101.20 4.29% | 1,224,461.15 12,250.88 | 0.80% 14,461.15 | Aa3/A AA- | 1.80 1.61 |
| 665859AW4 | NORTHERN TRUST CORP 4.0 05/10/2027 | 1,000,000.00 | 09/14/2022 4.23% | 990,460.00 990,460.00 | 99.68 4.17% | 996,827.04 2,333.33 | 0.65% 6,367.04 | A2/A+ A+ | 1.94 1.84 |
| 009158AY2 | AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027 | 1,500,000.00 | 02/09/2024 4.71% | 1,371,945.00 1,371,945.00 | 95.66 4.19% | 1,434,914.31 1,233.33 | 0.94% 62,969.31 | A2/A NA | 1.96 1.89 |
| 437076DB5 | HOME DEPOT INC 4.875 06/25/2027 | 740,000.00 | -- 4.95% | 738,545.60 738,545.60 | 101.38 4.17% | 750,216.43 15,632.50 | 0.49% 11,670.83 | A2/A A | 2.07 1.84 |
| 09290DAH4 | BLACKROCK INC 4.6 07/26/2027 | 750,000.00 | 07/18/2024 4.57% | 750,645.00 750,645.00 | 100.83 4.19% | 756,219.34 11,979.17 | 0.50% 5,574.34 | Aa3/AA- NA | 2.15 1.92 |
| 532457CP1 | ELI LILLY AND CO 4.15 08/14/2027 | 1,250,000.00 | 08/22/2024 4.10% | 1,251,637.50 1,251,637.50 | 100.20 4.05% | 1,252,559.61 15,418.40 | 0.82% 922.11 | Aa3/A+ NA | 2.21 1.98 |
| 023135BC9 | AMAZON.COM INC 3.15 08/22/2027 | 1,000,000.00 | 07/30/2024 4.55% | 960,450.00 960,450.00 | 97.97 4.11% | 979,717.78 8,662.50 | 0.64% 19,267.78 | A1/AA AA- | 2.23 2.10 |
| 89236TKJ3 | TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027 | 1,000,000.00 | 06/20/2024 4.89% | 989,900.00 989,900.00 | 100.45 4.34% | 1,004,496.33 8,973.61 | 0.66% 14,596.33 | A1/A+ A+ | 2.31 2.15 |
| 64952WFJ7 | NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027 | 1,000,000.00 | 09/25/2024 3.91% | 999,820.00 999,820.00 | 98.95 4.38% | 989,484.74 6,500.00 | 0.65% (10,335.26) | Aa1/AA+ AAA | 2.34 2.19 |
| 91324PDE9 | UNITEDHEALTH GROUP INC 2.95 10/15/2027 | 1,250,000.00 | 07/30/2024 4.60% | 1,189,300.00 1,189,300.00 | 96.58 4.49% | 1,207,262.10 4,711.81 | 0.79% 17,962.10 | A2/A+ A | 2.38 2.25 |

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|------------------------|--|----------------------|---------------------------------|------------------------------|------------------------------|---|------------------------------------|---------------------------|----------------------------|
| 24422EXZ7 | JOHN DEERE CAPITAL CORP 4.65 01/07/2028 | 700,000.00 | 01/06/2025 4.66% | 699,790.00 699,790.00 | 101.30 4.12% | 709,084.56 12,839.17 | 0.47% 9,294.56 | A1/A A+ | 2.61 2.38 |
| 57629TBW6 | MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028 | 1,340,000.00 | 03/20/2025 4.49% | 1,338,405.40 1,338,405.40 | 100.19 4.38% | 1,342,501.45 10,600.89 | 0.88% 4,096.05 | Aa3/AA+ AA+ | 2.82 2.60 |
| 74456QBU9 | PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028 | 750,000.00 | 06/22/2023 4.79% | 715,005.00 715,005.00 | 98.55 4.23% | 739,109.91 2,312.50 | 0.48% 24,104.91 | A1/A NA | 2.92 2.72 |
| 90331HPS6 | US BANK NA 4.73 05/15/2028 | 1,330,000.00 | 05/12/2025 4.88% | 1,330,000.00 1,330,000.00 | 100.10 4.87% | 1,331,270.19 2,795.96 | 0.87% 1,270.19 | A2/A+ A+ | 2.96 1.84 |
| 341081GN1 | FLORIDA POWER & LIGHT CO 4.4 05/15/2028 | 1,500,000.00 | 05/22/2023 4.64% | 1,484,025.00 1,484,025.00 | 100.46 4.23% | 1,506,902.00 2,933.33 | 0.99% 22,877.00 | Aa2/A+ AA- | 2.96 2.59 |
| 06368MJG0 | BANK OF MONTREAL 5.004 01/27/2029 | 1,500,000.00 | 01/24/2025 4.96% | 1,501,860.00 1,501,860.00 | 101.06 4.69% | 1,515,859.29 25,854.00 | 0.99% 13,999.29 | A2/A- AA- | 3.66 2.42 |
| Total Corporate | | 37,755,000.00 | 4.57% | 37,318,851.45 | 99.98 4.34% | 37,741,845.84 426,170.47 | 24.75% 422,994.39 | | 1.65 1.43 |

| MONEY MARKET FUND | | | | | | | | | |
|--------------------------------|-----------------------|-------------------|--------------|--------------------------|-----------------------------|----------------------------------|-----------------------------|---------------------|----------------------------|
| 31846V567 | FIRST AMER:GVT OBLG Z | 185,730.15 | -- 4.20% | 185,730.15 185,730.15 | 1.00 4.20% | 185,730.15 0.00 | 0.12% 0.00 | Aaa/ AAAm AAA | 0.00 0.00 |
| Total Money Market Fund | | 185,730.15 | 4.20% | 185,730.15 | 1.00 4.20% | 185,730.15 0.00 | 0.12% 0.00 | | 0.00 0.00 |

| SUPRANATIONAL | | | | | | | | | |
|----------------------------|---|---------------------|---------------------|------------------------------|------------------------------|---|---------------------------------|---------------|----------------------------|
| 459058LT8 | INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028 | 1,335,000.00 | 04/29/2025 3.70% | 1,332,036.30 1,332,036.30 | 99.22 3.91% | 1,324,626.36 3,360.68 | 0.87% (7,409.94) | Aaa/AAA NA | 2.93 2.74 |
| 459058KT9 | INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028 | 500,000.00 | 07/24/2023 4.26% | 483,115.00 483,115.00 | 98.74 3.93% | 493,694.82 6,756.94 | 0.32% 10,579.82 | Aaa/AAA NA | 3.11 2.88 |
| Total Supranational | | 1,835,000.00 | 3.86% | 1,815,151.30 | 99.09 3.91% | 1,818,321.17 10,117.62 | 1.19% 3,169.87 | | 2.98 2.78 |

| US TREASURY | | | | | | | | | |
|--------------------|---|--------------|---------------------|------------------------------|----------------|--------------------------|--------------------|----------------|--------------|
| 91282CAB7 | UNITED STATES TREASURY 0.25 07/31/2025 | 2,000,000.00 | 12/02/2021 1.06% | 1,942,031.25 1,942,031.25 | 99.34 4.33% | 1,986,796.88 1,671.27 | 1.30% 44,765.63 | Aa1/AA+ AA+ | 0.17 0.16 |

HOLDINGS REPORT



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| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P/ Fitch | Maturity Duration |
|-----------|--|---------------------|---------------------------------|------------------------------|----------------------|------------------------------|-------------------------|---------------------------|----------------------|
| 91282CAJ0 | UNITED STATES TREASURY 0.25 08/31/2025 | 1,000,000.00 | 03/22/2022 2.42% | 928,828.13 928,828.13 | 99.02 4.31% | 990,166.02 631.79 | 0.65% 61,337.89 | Aa1/AA+ AA+ | 0.25 0.24 |
| 9128285C0 | UNITED STATES TREASURY 3.0 09/30/2025 | 3,250,000.00 | -- 2.90% | 3,259,882.81 3,259,882.81 | 99.57 4.31% | 3,235,984.38 16,516.39 | 2.12% (23,898.44) | Aa1/AA+ AA+ | 0.33 0.32 |
| 9128285J5 | UNITED STATES TREASURY 3.0 10/31/2025 | 2,500,000.00 | 06/23/2022 3.02% | 2,498,632.81 2,498,632.81 | 99.46 4.34% | 2,486,386.73 6,521.74 | 1.63% (12,246.09) | Aa1/AA+ AA+ | 0.42 0.40 |
| 912828M56 | UNITED STATES TREASURY 2.25 11/15/2025 | 2,500,000.00 | 06/23/2022 3.11% | 2,431,152.34 2,431,152.34 | 99.08 4.32% | 2,477,050.78 2,598.51 | 1.62% 45,898.44 | Aa1/AA+ AA+ | 0.46 0.44 |
| 9128285T3 | UNITED STATES TREASURY 2.625 12/31/2025 | 2,500,000.00 | 09/14/2022 3.76% | 2,412,792.97 2,412,792.97 | 99.07 4.28% | 2,476,635.75 27,555.25 | 1.62% 63,842.78 | Aa1/AA+ AA+ | 0.59 0.56 |
| 9128286L9 | UNITED STATES TREASURY 2.25 03/31/2026 | 2,500,000.00 | 09/14/2022 3.74% | 2,377,832.03 2,377,832.03 | 98.42 4.20% | 2,460,605.48 9,528.69 | 1.61% 82,773.45 | Aa1/AA+ AA+ | 0.83 0.81 |
| 91282CGV7 | UNITED STATES TREASURY 3.75 04/15/2026 | 2,000,000.00 | 03/20/2024 4.63% | 1,965,703.13 1,965,703.13 | 99.61 4.20% | 1,992,296.88 9,631.15 | 1.31% 26,593.75 | Aa1/AA+ AA+ | 0.87 0.84 |
| 912828U24 | UNITED STATES TREASURY 2.0 11/15/2026 | 3,000,000.00 | 09/13/2023 4.66% | 2,767,031.25 2,767,031.25 | 97.17 4.03% | 2,915,039.07 2,771.74 | 1.91% 148,007.82 | Aa1/AA+ AA+ | 1.46 1.41 |
| 912828YX2 | UNITED STATES TREASURY 1.75 12/31/2026 | 1,750,000.00 | 12/27/2023 3.96% | 1,641,240.23 1,641,240.23 | 96.58 4.01% | 1,690,117.19 12,859.12 | 1.11% 48,876.96 | Aa1/AA+ AA+ | 1.59 1.52 |
| 91282CEF4 | UNITED STATES TREASURY 2.5 03/31/2027 | 2,500,000.00 | 11/17/2022 4.02% | 2,349,414.06 2,349,414.06 | 97.49 3.93% | 2,437,304.70 10,587.43 | 1.60% 87,890.64 | Aa1/AA+ AA+ | 1.83 1.76 |
| 91282CEW7 | UNITED STATES TREASURY 3.25 06/30/2027 | 1,300,000.00 | 12/12/2022 3.87% | 1,266,687.50 1,266,687.50 | 98.75 3.88% | 1,283,699.22 17,740.33 | 0.84% 17,011.72 | Aa1/AA+ AA+ | 2.08 1.96 |
| 91282CFB2 | UNITED STATES TREASURY 2.75 07/31/2027 | 2,000,000.00 | 07/26/2023 4.30% | 1,887,109.38 1,887,109.38 | 97.64 3.89% | 1,952,890.62 18,383.98 | 1.28% 65,781.24 | Aa1/AA+ AA+ | 2.17 2.06 |
| 91282CFH9 | UNITED STATES TREASURY 3.125 08/31/2027 | 2,500,000.00 | 01/24/2023 3.65% | 2,445,117.19 2,445,117.19 | 98.38 3.89% | 2,459,375.00 19,743.55 | 1.61% 14,257.81 | Aa1/AA+ AA+ | 2.25 2.13 |
| 91282CFM8 | UNITED STATES TREASURY 4.125 09/30/2027 | 1,600,000.00 | 02/22/2023 4.19% | 1,595,500.00 1,595,500.00 | 100.55 3.87% | 1,608,812.50 11,180.33 | 1.06% 13,312.50 | Aa1/AA+ AA+ | 2.33 2.19 |
| 9128283F5 | UNITED STATES TREASURY 2.25 11/15/2027 | 1,400,000.00 | 06/07/2023 4.05% | 1,298,937.50 1,298,937.50 | 96.21 3.89% | 1,346,898.43 1,455.16 | 0.88% 47,960.93 | Aa1/AA+ AA+ | 2.46 2.35 |
| 91282CGH8 | UNITED STATES TREASURY 3.5 01/31/2028 | 1,500,000.00 | 11/26/2024 4.24% | 1,467,070.31 1,467,070.31 | 99.07 3.87% | 1,486,054.68 17,548.34 | 0.97% 18,984.37 | Aa1/AA+ AA+ | 2.67 2.49 |
| 9128283W8 | UNITED STATES TREASURY 2.75 02/15/2028 | 2,750,000.00 | 09/27/2024 3.51% | 2,684,257.81 2,684,257.81 | 97.13 3.88% | 2,670,937.50 22,144.34 | 1.75% (13,320.31) | Aa1/AA+ AA+ | 2.71 2.55 |
| 9128284V9 | UNITED STATES TREASURY 2.875 08/15/2028 | 2,500,000.00 | 11/12/2024 4.34% | 2,374,804.69 2,374,804.69 | 96.98 3.89% | 2,424,511.73 21,046.27 | 1.59% 49,707.04 | Aa1/AA+ AA+ | 3.21 3.00 |

HOLDINGS REPORT



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| Cusip | Security Description | Par Value/ Units | Purchase Date Purchase Yield | Cost Value Book Value | Mkt Price Mkt YTM | Market Value Accrued Int. | % of Port. Gain/Loss | Moody's/ S&P/ Fitch | Maturity Duration |
|---|--|-----------------------|---------------------------------|------------------------------|------------------------------|--|---------------------------------------|---------------------------|----------------------------|
| 9128285M8 | UNITED STATES TREASURY 3.125 11/15/2028 | 2,000,000.00 | 04/22/2024 4.72% | 1,870,625.00 1,870,625.00 | 97.54 3.89% | 1,950,703.12 2,887.23 | 1.28% 80,078.12 | Aa1/AA+ AA+ | 3.46 3.23 |
| 91282CKD2 | UNITED STATES TREASURY 4.25 02/28/2029 | 2,250,000.00 | 01/30/2025 4.31% | 2,244,726.56 2,244,726.56 | 101.18 3.91% | 2,276,455.07 24,166.10 | 1.49% 31,728.51 | Aa1/AA+ AA+ | 3.75 3.40 |
| 91282CLC3 | UNITED STATES TREASURY 4.0 07/31/2029 | 2,000,000.00 | 10/29/2024 4.10% | 1,991,093.75 1,991,093.75 | 100.27 3.93% | 2,005,312.50 26,740.33 | 1.32% 14,218.75 | Aa1/AA+ AA+ | 4.17 3.75 |
| 91282CFJ5 | UNITED STATES TREASURY 3.125 08/31/2029 | 2,750,000.00 | 12/17/2024 4.26% | 2,618,730.47 2,618,730.47 | 96.86 3.94% | 2,663,525.40 21,717.90 | 1.75% 44,794.93 | Aa1/AA+ AA+ | 4.25 3.90 |
| 91282CFT3 | UNITED STATES TREASURY 4.0 10/31/2029 | 1,700,000.00 | 02/12/2025 4.49% | 1,665,203.13 1,665,203.13 | 100.23 3.94% | 1,703,917.97 5,913.04 | 1.12% 38,714.84 | Aa1/AA+ AA+ | 4.42 3.99 |
| 91282CFY2 | UNITED STATES TREASURY 3.875 11/30/2029 | 3,000,000.00 | 03/24/2025 4.06% | 2,976,679.69 2,976,679.69 | 99.69 3.95% | 2,990,625.00 317.62 | 1.96% 13,945.31 | Aa1/AA+ AA+ | 4.50 4.09 |
| Total US Treasury | | 54,750,000.00 | 3.82% | 52,961,083.99 | 98.60 4.04% | 53,972,102.58 311,857.60 | 35.39% 1,011,018.59 | | 2.13 1.98 |
| Total Portfolio | | 153,326,012.32 | 4.24% | 150,441,287.95 | 98.47 4.13% | 152,490,673.44 1,157,021.34 | 100.00% 2,049,385.48 | | 2.11 1.79 |
| Total Market Value + Accrued | | | | | | 153,647,694.77 | | | |

TRANSACTION LEDGER



Murrieta Consolidated | Account | As of May 31, 2025

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|---------------------------|-----------------|-----------|---------------------|------------------------------------|---------|----------------|-----------------------|-------------------|-----------------------|-------------|
| ACQUISITIONS | | | | | | | | | | |
| Purchase | 05/01/2025 | 31846V567 | 13,875.00 | FIRST AMER:GVT OBLG Z | 1.000 | 4.24% | (13,875.00) | 0.00 | (13,875.00) | 0.00 |
| Purchase | 05/02/2025 | 31846V567 | 8,775.74 | FIRST AMER:GVT OBLG Z | 1.000 | 4.22% | (8,775.74) | 0.00 | (8,775.74) | 0.00 |
| Purchase | 05/05/2025 | 31846V567 | 16,750.00 | FIRST AMER:GVT OBLG Z | 1.000 | 4.21% | (16,750.00) | 0.00 | (16,750.00) | 0.00 |
| Purchase | 05/08/2025 | 31846V567 | 23,750.00 | FIRST AMER:GVT OBLG Z | 1.000 | 4.18% | (23,750.00) | 0.00 | (23,750.00) | 0.00 |
| Purchase | 05/12/2025 | 3137FK4M5 | 2,000,000.00 | FHMS K-085 A2 4.06 10/25/2028 | 99.535 | 4.12% | (1,990,703.13) | (2,481.11) | (1,993,184.24) | 0.00 |
| Purchase | 05/13/2025 | 02582JKP4 | 1,255,000.00 | AMXCA 2025-2 A 4.28 04/15/2030 | 99.998 | 4.28% | (1,254,977.28) | 0.00 | (1,254,977.28) | 0.00 |
| Purchase | 05/13/2025 | 31846V567 | 8,160.00 | FIRST AMER:GVT OBLG Z | 1.000 | 4.17% | (8,160.00) | 0.00 | (8,160.00) | 0.00 |
| Purchase | 05/14/2025 | 362549AD9 | 370,000.00 | GMCAR 2025-2 A3 4.28 04/16/2030 | 99.985 | 4.28% | (369,945.54) | 0.00 | (369,945.54) | 0.00 |
| Purchase | 05/15/2025 | 90331HPS6 | 1,330,000.00 | US BANK NA 4.73 05/15/2028 | 100.000 | 4.88% | (1,330,000.00) | 0.00 | (1,330,000.00) | 0.00 |
| Purchase | 05/15/2025 | 31846V567 | 870,578.64 | FIRST AMER:GVT OBLG Z | 1.000 | 4.18% | (870,578.64) | 0.00 | (870,578.64) | 0.00 |
| Purchase | 05/16/2025 | 31846V567 | 25,209.40 | FIRST AMER:GVT OBLG Z | 1.000 | 4.18% | (25,209.40) | 0.00 | (25,209.40) | 0.00 |
| Purchase | 05/16/2025 | 31846V567 | 8,238.11 | FIRST AMER:GVT OBLG Z | 1.000 | 4.18% | (8,238.11) | 0.00 | (8,238.11) | 0.00 |
| Purchase | 05/19/2025 | 31846V567 | 59,867.26 | FIRST AMER:GVT OBLG Z | 1.000 | 4.18% | (59,867.26) | 0.00 | (59,867.26) | 0.00 |
| Purchase | 05/20/2025 | 31846V567 | 68,580.52 | FIRST AMER:GVT OBLG Z | 1.000 | 4.17% | (68,580.52) | 0.00 | (68,580.52) | 0.00 |
| Purchase | 05/20/2025 | 31846V567 | 3,946.25 | FIRST AMER:GVT OBLG Z | 1.000 | 4.17% | (3,946.25) | 0.00 | (3,946.25) | 0.00 |
| Purchase | 05/21/2025 | 58768YAD7 | 770,000.00 | MBALT 2025-A A3 4.61 04/16/2029 | 99.988 | 4.61% | (769,906.14) | 0.00 | (769,906.14) | 0.00 |
| Purchase | 05/21/2025 | 31846V567 | 5,752.23 | FIRST AMER:GVT OBLG Z | 1.000 | 4.17% | (5,752.23) | 0.00 | (5,752.23) | 0.00 |
| Purchase | 05/22/2025 | 31846V567 | 500,027.68 | FIRST AMER:GVT OBLG Z | 1.000 | 4.16% | (500,027.68) | 0.00 | (500,027.68) | 0.00 |
| Purchase | 05/27/2025 | 31846V567 | 99,127.62 | FIRST AMER:GVT OBLG Z | 1.000 | 4.16% | (99,127.62) | 0.00 | (99,127.62) | 0.00 |
| Purchase | 05/27/2025 | 31846V567 | 19,296.88 | FIRST AMER:GVT OBLG Z | 1.000 | 4.16% | (19,296.88) | 0.00 | (19,296.88) | 0.00 |
| Purchase | 05/29/2025 | 362962AD4 | 705,000.00 | GMALT 2025-2 A3 4.58 05/20/2028 | 99.998 | 4.58% | (704,988.30) | 0.00 | (704,988.30) | 0.00 |
| Total Purchase | | | 8,161,935.33 | | | | (8,152,455.72) | (2,481.11) | (8,154,936.83) | 0.00 |
| TOTAL ACQUISITIONS | | | 8,161,935.33 | | | | (8,152,455.72) | (2,481.11) | (8,154,936.83) | 0.00 |

TRANSACTION LEDGER



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| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|---------------------------|-----------------|-----------|------------------------|--|---------|----------------|---------------------|-------------------|---------------------|------------------|
| DISPOSITIONS | | | | | | | | | | |
| Maturity | 05/13/2025 | 14913R2V8 | (480,000.00) | CATERPILLAR FINANCIAL SERVICES CORP 3.4 05/13/2025 | 100.000 | 3.44% | 480,000.00 | 0.00 | 480,000.00 | 609.60 |
| Maturity | 05/15/2025 | 02582JIT8 | (905,000.00) | AMXCA 2022-2 A 3.39 05/17/2027 | 100.000 | 3.40% | 0.00 | 0.00 | 0.00 | 0.00 |
| Maturity | 05/31/2025 | 912828ZT0 | (1,300,000.00) | UNITED STATES TREASURY 0.25 05/31/2025 | 100.000 | 0.78% | 1,300,000.00 | 0.00 | 1,300,000.00 | 24,730.47 |
| Total Maturity | | | (2,685,000.00) | | | | 1,780,000.00 | 0.00 | 1,780,000.00 | 25,340.07 |
| Sale | 05/06/2025 | 31846V567 | (1,332,036.30) | FIRST AMER:GVT OBLG Z | 1.000 | 4.19% | 1,332,036.30 | 0.00 | 1,332,036.30 | 0.00 |
| Sale | 05/12/2025 | 31846V567 | (1,960,115.49) | FIRST AMER:GVT OBLG Z | 1.000 | 4.17% | 1,960,115.49 | 0.00 | 1,960,115.49 | 0.00 |
| Sale | 05/13/2025 | 31846V567 | (774,977.28) | FIRST AMER:GVT OBLG Z | 1.000 | 4.17% | 774,977.28 | 0.00 | 774,977.28 | 0.00 |
| Sale | 05/14/2025 | 31846V567 | (369,945.54) | FIRST AMER:GVT OBLG Z | 1.000 | 4.18% | 369,945.54 | 0.00 | 369,945.54 | 0.00 |
| Sale | 05/15/2025 | 31846V567 | (1,104,518.84) | FIRST AMER:GVT OBLG Z | 1.000 | 4.18% | 1,104,518.84 | 0.00 | 1,104,518.84 | 0.00 |
| Sale | 05/21/2025 | 31846V567 | (769,906.14) | FIRST AMER:GVT OBLG Z | 1.000 | 4.17% | 769,906.14 | 0.00 | 769,906.14 | 0.00 |
| Sale | 05/22/2025 | 912828ZT0 | (500,000.00) | UNITED STATES TREASURY 0.25 05/31/2025 | 99.887 | 0.78% | 499,433.59 | (594.09) | 500,027.68 | 8,945.31 |
| Sale | 05/29/2025 | 31846V567 | (704,988.30) | FIRST AMER:GVT OBLG Z | 1.000 | 4.20% | 704,988.30 | 0.00 | 704,988.30 | 0.00 |
| Total Sale | | | (7,516,487.89) | | | | 7,515,921.48 | (594.09) | 7,516,515.57 | 8,945.31 |
| TOTAL DISPOSITIONS | | | (10,201,487.89) | | | | 9,295,921.48 | (594.09) | 9,296,515.57 | 34,285.38 |
| OTHER TRANSACTIONS | | | | | | | | | | |
| Coupon | 05/01/2025 | 3137FJEH8 | 0.00 | FHMS K-081 A2 3.9 08/25/2028 | | 4.94% | 4,062.50 | 0.00 | 4,062.50 | 0.00 |
| Coupon | 05/01/2025 | 3137F4X72 | 0.00 | FHMS K-075 A2 3.65 02/25/2028 | | 4.92% | 3,543.54 | 0.00 | 3,543.54 | 0.00 |
| Coupon | 05/01/2025 | 74456QBU9 | 0.00 | PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028 | | 4.79% | 13,875.00 | 0.00 | 13,875.00 | 0.00 |

TRANSACTION LEDGER



Murrieta Consolidated | Account | As of May 31, 2025

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|------------------|-----------------|-----------|----------|--|-------|----------------|-----------|-------------------|--------------|-----------|
| Coupon | 05/01/2025 | 3137HA4B9 | 0.00 | FHMS K-751 A2 4.412 03/25/2030 | | 4.37% | 7,353.33 | 0.00 | 7,353.33 | 0.00 |
| Coupon | 05/01/2025 | 3137BSP72 | 0.00 | FHMS K-058 A2 2.653 08/25/2026 | | 4.35% | 4,421.67 | 0.00 | 4,421.67 | 0.00 |
| Coupon | 05/01/2025 | 3137FLMV3 | 0.00 | FHMS K-090 A2 3.422 02/25/2029 | | 4.30% | 5,703.33 | 0.00 | 5,703.33 | 0.00 |
| Coupon | 05/01/2025 | 3137BTUM1 | 0.00 | FHMS K-061 A2 3.347 11/25/2026 | | 4.23% | 2,427.19 | 0.00 | 2,427.19 | 0.00 |
| Coupon | 05/01/2025 | 3137FBU79 | 0.00 | FHMS K-069 A2 3.187 09/25/2027 | | 4.13% | 3,269.10 | 0.00 | 3,269.10 | 0.00 |
| Coupon | 05/01/2025 | 3137H5YC5 | 0.00 | FHMS K-748 A2 2.26 01/25/2029 | | 4.12% | 2,825.00 | 0.00 | 2,825.00 | 0.00 |
| Coupon | 05/01/2025 | 3137BVZ82 | 0.00 | FHMS K-063 A2 3.43 01/25/2027 | | 4.09% | 2,463.88 | 0.00 | 2,463.88 | 0.00 |
| Coupon | 05/01/2025 | 3137F1G44 | 0.00 | FHMS K-065 A2 3.243 04/25/2027 | | 4.08% | 2,702.50 | 0.00 | 2,702.50 | 0.00 |
| Coupon | 05/01/2025 | 3137BM7C4 | 0.00 | FHMS K-051 A2 3.308 09/25/2025 | | 3.30% | 3,074.65 | 0.00 | 3,074.65 | 0.00 |
| Coupon | 05/03/2025 | 00440EAV9 | 0.00 | CHUBB INA HOLDINGS LLC 3.35 05/03/2026 | | 5.23% | 16,750.00 | 0.00 | 16,750.00 | 0.00 |
| Coupon | 05/08/2025 | 3133ERDZ1 | 0.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026 | | 4.87% | 23,750.00 | 0.00 | 23,750.00 | 0.00 |
| Coupon | 05/10/2025 | 713448FW3 | 0.00 | PEPSICO INC 5.125 11/10/2026 | | 5.13% | 13,068.75 | 0.00 | 13,068.75 | 0.00 |
| Coupon | 05/10/2025 | 665859AW4 | 0.00 | NORTHERN TRUST CORP 4.0 05/10/2027 | | 4.23% | 20,000.00 | 0.00 | 20,000.00 | 0.00 |
| Coupon | 05/13/2025 | 14913R2V8 | 0.00 | CATERPILLAR FINANCIAL SERVICES CORP 3.4 05/13/2025 | | 3.44% | 8,160.00 | 0.00 | 8,160.00 | 0.00 |
| Coupon | 05/15/2025 | 58770JAD6 | 0.00 | MBALT 2024-A A3 5.32 01/18/2028 | | 5.32% | 1,551.67 | 0.00 | 1,551.67 | 0.00 |
| Coupon | 05/15/2025 | 02582JKH2 | 0.00 | AMXCA 2024-1 A 5.23 04/16/2029 | | 5.23% | 2,789.33 | 0.00 | 2,789.33 | 0.00 |

TRANSACTION LEDGER



Murrieta Consolidated | Account | As of May 31, 2025

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|------------------|-----------------|-----------|----------|--|-------|----------------|-----------|-------------------|--------------|-----------|
| Coupon | 05/15/2025 | 161571HT4 | 0.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 5.23% | 5,676.00 | 0.00 | 5,676.00 | 0.00 |
| Coupon | 05/15/2025 | 437918AC9 | 0.00 | HAROT 2024-1 A3 5.21 08/15/2028 | | 5.21% | 5,427.08 | 0.00 | 5,427.08 | 0.00 |
| Coupon | 05/15/2025 | 47800RAD5 | 0.00 | JDOT 2024 A3 4.96 11/15/2028 | | 4.96% | 1,384.67 | 0.00 | 1,384.67 | 0.00 |
| Coupon | 05/15/2025 | 9128285M8 | 0.00 | UNITED STATES TREASURY 3.125 11/15/2028 | | 4.72% | 31,250.00 | 0.00 | 31,250.00 | 0.00 |
| Coupon | 05/15/2025 | 009158AY2 | 0.00 | AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027 | | 4.71% | 13,875.00 | 0.00 | 13,875.00 | 0.00 |
| Coupon | 05/15/2025 | 912828U24 | 0.00 | UNITED STATES TREASURY 2.0 11/15/2026 | | 4.66% | 30,000.00 | 0.00 | 30,000.00 | 0.00 |
| Coupon | 05/15/2025 | 341081GN1 | 0.00 | FLORIDA POWER & LIGHT CO 4.4 05/15/2028 | | 4.64% | 33,000.00 | 0.00 | 33,000.00 | 0.00 |
| Coupon | 05/15/2025 | 58769GAD5 | 0.00 | MBALT 2024-B A3 4.23 02/15/2028 | | 4.24% | 1,921.13 | 0.00 | 1,921.13 | 0.00 |
| Coupon | 05/15/2025 | 47800DAD6 | 0.00 | JDOT 2025 A3 4.23 09/17/2029 | | 4.23% | 2,361.75 | 0.00 | 2,361.75 | 0.00 |
| Coupon | 05/15/2025 | 9128283F5 | 0.00 | UNITED STATES TREASURY 2.25 11/15/2027 | | 4.05% | 15,750.00 | 0.00 | 15,750.00 | 0.00 |
| Coupon | 05/15/2025 | 02582JIT8 | 0.00 | AMXCA 2022-2 A 3.39 05/17/2027 | | 3.40% | 2,556.63 | 0.00 | 2,556.63 | 0.00 |
| Coupon | 05/15/2025 | 912828M56 | 0.00 | UNITED STATES TREASURY 2.25 11/15/2025 | | 3.11% | 28,125.00 | 0.00 | 28,125.00 | 0.00 |
| Coupon | 05/15/2025 | 47787JAC2 | 0.00 | JDOT 2022 A3 2.32 09/15/2026 | | 2.33% | 129.98 | 0.00 | 129.98 | 0.00 |
| Coupon | 05/16/2025 | 36265WAD5 | 0.00 | GMCAR 2022-3 A3 3.64 04/16/2027 | | 3.64% | 363.05 | 0.00 | 363.05 | 0.00 |
| Coupon | 05/16/2025 | 380146AC4 | 0.00 | GMCAR 2022-1 A3 1.26 11/16/2026 | | 1.26% | 23.77 | 0.00 | 23.77 | 0.00 |
| Coupon | 05/16/2025 | 362554AC1 | 0.00 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 0.68% | 9.53 | 0.00 | 9.53 | 0.00 |

TRANSACTION LEDGER



Murrieta Consolidated | Account | As of May 31, 2025

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|--------------------------|-----------------|-----------|-------------------|---|-------|----------------|-------------------|-------------------|-------------------|-------------|
| Coupon | 05/17/2025 | 3130AXU63 | 0.00 | FEDERAL HOME LOAN BANKS 4.625 11/17/2026 | | 4.53% | 40,468.75 | 0.00 | 40,468.75 | 0.00 |
| Coupon | 05/18/2025 | 43815PAC3 | 0.00 | HAROT 2022-2 A3 3.73 07/20/2026 | | 3.73% | 335.83 | 0.00 | 335.83 | 0.00 |
| Coupon | 05/20/2025 | 379929AD4 | 0.00 | GMALT 2023-3 A3 5.38 11/20/2026 | | 5.38% | 1,073.50 | 0.00 | 1,073.50 | 0.00 |
| Coupon | 05/20/2025 | 36269FAD8 | 0.00 | GMALT 2024-1 A3 5.09 03/22/2027 | | 5.09% | 1,929.96 | 0.00 | 1,929.96 | 0.00 |
| Coupon | 05/20/2025 | 3133ERFJ5 | 0.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027 | | 4.69% | 22,500.00 | 0.00 | 22,500.00 | 0.00 |
| Coupon | 05/20/2025 | 92348KDY6 | 0.00 | VZMT 2025-3 A1A 4.51 03/20/2030 | | 4.51% | 3,946.25 | 0.00 | 3,946.25 | 0.00 |
| Coupon | 05/21/2025 | 43815GAC3 | 0.00 | HAROT 2021-4 A3 0.88 01/21/2026 | | 0.89% | 4.22 | 0.00 | 4.22 | 0.00 |
| Coupon | 05/25/2025 | 05611UAD5 | 0.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | | 5.19% | 4,150.00 | 0.00 | 4,150.00 | 0.00 |
| Coupon | 05/25/2025 | 096919AD7 | 0.00 | BMWOT 2024-A A3 5.18 02/26/2029 | | 5.18% | 2,590.00 | 0.00 | 2,590.00 | 0.00 |
| Coupon | 05/25/2025 | 05602RAD3 | 0.00 | BMWOT 2022-A A3 3.21 08/25/2026 | | 3.21% | 150.74 | 0.00 | 150.74 | 0.00 |
| Coupon | 05/31/2025 | 91282CFY2 | 0.00 | UNITED STATES TREASURY 3.875 11/30/2029 | | 4.06% | 58,125.00 | 0.00 | 58,125.00 | 0.00 |
| Coupon | 05/31/2025 | 912828ZT0 | 0.00 | UNITED STATES TREASURY 0.25 05/31/2025 | | 0.78% | 1,625.00 | 0.00 | 1,625.00 | 0.00 |
| Total Coupon | | | 0.00 | | | | 450,544.28 | 0.00 | 450,544.28 | 0.00 |
| Custody Fee | 05/27/2025 | CCYUSD | (1,000.00) | Cash | | 0.00% | (1,000.00) | 0.00 | (1,000.00) | 0.00 |
| Total Custody Fee | | | (1,000.00) | | | | (1,000.00) | 0.00 | (1,000.00) | 0.00 |
| Dividend | 05/31/2025 | 31846V567 | 0.00 | FIRST AMER:GVT OBLG Z | | 4.21% | 7,977.63 | 0.00 | 7,977.63 | 0.00 |
| Total Dividend | | | 0.00 | | | | 7,977.63 | 0.00 | 7,977.63 | 0.00 |
| Principal Paydown | 05/01/2025 | 3137BTUM1 | 1,867.36 | FHMS K-061 A2 3.347 11/25/2026 | | 4.23% | 1,867.36 | -- | 1,867.36 | 67.04 |

TRANSACTION LEDGER



Murrieta Consolidated | Account | As of May 31, 2025

| Transaction Type | Settlement Date | CUSIP | Quantity | Security Description | Price | Acq/Disp Yield | Amount | Interest Pur/Sold | Total Amount | Gain/Loss |
|---------------------------------|-----------------|-----------|---------------------|------------------------------------|-------|----------------|---------------------|-------------------|---------------------|---------------|
| Principal Paydown | 05/01/2025 | 3137FBU79 | 2,166.68 | FHMS K-069 A2 3.187 09/25/2027 | | 4.13% | 2,166.68 | -- | 2,166.68 | 85.40 |
| Principal Paydown | 05/01/2025 | 3137BM7C4 | 53,246.89 | FHMS K-051 A2 3.308 09/25/2025 | | 3.30% | 53,246.89 | -- | 53,246.89 | 112.32 |
| Principal Paydown | 05/15/2025 | 02582JJT8 | 905,000.00 | AMXCA 2022-2 A 3.39 05/17/2027 | | 3.40% | 905,000.00 | -- | 905,000.00 | 200.19 |
| Principal Paydown | 05/15/2025 | 47787JAC2 | 15,261.56 | JDOT 2022 A3 2.32 09/15/2026 | | 2.33% | 15,261.56 | -- | 15,261.56 | 3.38 |
| Principal Paydown | 05/16/2025 | 36265WAD5 | 16,665.48 | GMCAR 2022-3 A3 3.64 04/16/2027 | | 3.64% | 16,665.48 | -- | 16,665.48 | 0.11 |
| Principal Paydown | 05/16/2025 | 380146AC4 | 8,157.10 | GMCAR 2022-1 A3 1.26 11/16/2026 | | 1.26% | 8,157.10 | -- | 8,157.10 | 0.71 |
| Principal Paydown | 05/16/2025 | 362554AC1 | 8,228.58 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 0.68% | 8,228.58 | -- | 8,228.58 | 0.21 |
| Principal Paydown | 05/18/2025 | 43815PAC3 | 19,062.68 | HAROT 2022-2 A3 3.73 07/20/2026 | | 3.73% | 19,062.68 | -- | 19,062.68 | 1.13 |
| Principal Paydown | 05/20/2025 | 379929AD4 | 43,077.06 | GMALT 2023-3 A3 5.38 11/20/2026 | | 5.38% | 43,077.06 | -- | 43,077.06 | 5.16 |
| Principal Paydown | 05/21/2025 | 43815GAC3 | 5,748.01 | HAROT 2021-4 A3 0.88 01/21/2026 | | 0.89% | 5,748.01 | -- | 5,748.01 | 1.20 |
| Principal Paydown | 05/25/2025 | 05602RAD3 | 13,406.14 | BMWOT 2022-A A3 3.21 08/25/2026 | | 3.21% | 13,406.14 | -- | 13,406.14 | 0.69 |
| Total Principal Paydown | | | 1,091,887.54 | | | | 1,091,887.54 | -- | 1,091,887.54 | 477.55 |
| TOTAL OTHER TRANSACTIONS | | | 1,090,887.54 | | | | 1,549,409.45 | 0.00 | 1,549,409.45 | 477.55 |

INCOME EARNED



Murrieta Consolidated | Account | As of May 31, 2025

| Cusip | Security Description | Trade Date Settle Date Units | Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End | Prior Accrued Inc. Received Ending Accrued Total Interest | Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned | Total Income |
|-------------------------------------|--|--|--|--|---|-----------------|
| CASH & EQUIVALENTS | | | | | | |
| 31846V567 | FIRST AMER:GVT OBLG Z | 185,730.15 | 5,470,282.71 1,731,935.33 (7,016,487.89) 185,730.15 | 0.00 8,775.74 0.00 8,775.74 | 0.00 0.00 0.00 8,775.74 | 8,775.74 |
| CCYUSD | Payable | 0.00 | (1,332,036.30) 0.00 0.00 0.00 | 0.00 0.00 0.00 0.00 | 0.00 0.00 0.00 0.00 | 0.00 |
| CCYUSD | Receivable | 1,367,727.63 | 8,775.74 0.00 0.00 1,367,727.63 | 0.00 0.00 0.00 0.00 | 0.00 0.00 0.00 0.00 | 0.00 |
| Total Cash & Equivalents | | 1,553,457.78 | 4,147,022.15 1,731,935.33 (7,016,487.89) 1,553,457.78 | 0.00 8,775.74 0.00 8,775.74 | 0.00 0.00 0.00 8,775.74 | 8,775.74 |
| FIXED INCOME | | | | | | |
| 00440EAV9 | CHUBB INA HOLDINGS LLC 3.35 05/03/2026 | 09/13/2023 09/15/2023 1,000,000.00 | 954,220.00 0.00 0.00 954,220.00 | 16,563.89 16,750.00 2,605.56 2,791.67 | 0.00 0.00 0.00 2,791.67 | 2,791.67 |
| 009158AY2 | AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027 | 02/09/2024 02/13/2024 1,500,000.00 | 1,371,945.00 0.00 0.00 1,371,945.00 | 12,795.83 13,875.00 1,233.33 2,312.50 | 0.00 0.00 0.00 2,312.50 | 2,312.50 |
| 023135BC9 | AMAZON.COM INC 3.15 08/22/2027 | 07/30/2024 07/30/2024 1,000,000.00 | 960,450.00 0.00 0.00 960,450.00 | 6,037.50 0.00 8,662.50 2,625.00 | 0.00 0.00 0.00 2,625.00 | 2,625.00 |
| 023135CN4 | AMAZON.COM INC 4.6 12/01/2025 | 11/29/2022 12/01/2022 425,000.00 | 424,974.50 0.00 0.00 424,974.50 | 8,145.83 0.00 9,775.00 1,629.17 | 0.00 0.00 0.00 1,629.17 | 1,629.17 |

INCOME EARNED



Murrieta Consolidated | Account | As of May 31, 2025

| Cusip | Security Description | Trade Date Settle Date Units | Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End | Prior Accrued Inc. Received Ending Accrued Total Interest | Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned | Total Income |
|-----------|--|--|---|--|---|--------------|
| 02582JIT8 | AMXCA 2022-2 A 3.39 05/17/2027 | 05/17/2022 05/24/2022 0.00 | 904,799.81 0.00 (904,799.81) 0.00 | 1,363.53 2,556.63 0.00 1,193.10 | 0.00 0.00 0.00 1,193.10 | 1,193.10 |
| 02582JKH2 | AMXCA 2024-1 A 5.23 04/16/2029 | 04/16/2024 04/23/2024 640,000.00 | 639,868.80 0.00 0.00 639,868.80 | 1,487.64 2,789.33 1,487.64 2,789.33 | 0.00 0.00 0.00 2,789.33 | 2,789.33 |
| 02582JKP4 | AMXCA 2025-2 A 4.28 04/15/2030 | 05/06/2025 05/13/2025 1,255,000.00 | 0.00 1,254,977.28 0.00 1,254,977.28 | 0.00 0.00 2,685.70 2,685.70 | 0.00 0.00 0.00 2,685.70 | 2,685.70 |
| 037833BY5 | APPLE INC 3.25 02/23/2026 | 02/22/2023 02/28/2023 1,000,000.00 | 959,390.00 0.00 0.00 959,390.00 | 6,138.89 0.00 8,847.22 2,708.33 | 0.00 0.00 0.00 2,708.33 | 2,708.33 |
| 05602RAD3 | BMWOT 2022-A A3 3.21 08/25/2026 | 05/10/2022 05/18/2022 42,944.94 | 56,348.15 0.00 (13,405.45) 42,942.70 | 30.15 150.74 22.98 143.57 | 0.00 0.00 0.00 143.57 | 143.57 |
| 05611UAD5 | BMWLT 2024-1 A3 4.98 03/25/2027 | 06/20/2024 06/21/2024 1,000,000.00 | 994,687.50 0.00 0.00 994,687.50 | 830.00 4,150.00 830.00 4,150.00 | 0.00 0.00 0.00 4,150.00 | 4,150.00 |
| 06368MJG0 | BANK OF MONTREAL 5.004 01/27/2029 | 01/24/2025 01/27/2025 1,500,000.00 | 1,501,860.00 0.00 0.00 1,501,860.00 | 19,599.00 0.00 25,854.00 6,255.00 | 0.00 0.00 0.00 6,255.00 | 6,255.00 |
| 06428CAA2 | BANK OF AMERICA NA 5.526 08/18/2026 | 09/13/2023 09/15/2023 1,000,000.00 | 998,810.00 0.00 0.00 998,810.00 | 11,205.50 0.00 15,810.50 4,605.00 | 0.00 0.00 0.00 4,605.00 | 4,605.00 |
| 09290DAH4 | BLACKROCK INC 4.6 07/26/2027 | 07/18/2024 07/26/2024 750,000.00 | 750,645.00 0.00 0.00 750,645.00 | 9,104.17 0.00 11,979.17 2,875.00 | 0.00 0.00 0.00 2,875.00 | 2,875.00 |

INCOME EARNED



Murrieta Consolidated | Account | As of May 31, 2025

| Cusip | Security Description | Trade Date Settle Date Units | Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End | Prior Accrued Inc. Received Ending Accrued Total Interest | Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned | Total Income |
|-----------|---|--|---|--|---|--------------|
| 096919AD7 | BMWOT 2024-A A3 5.18 02/26/2029 | 06/04/2024 06/11/2024 600,000.00 | 599,908.86 0.00 0.00 599,908.86 | 518.00 2,590.00 518.00 2,590.00 | 0.00 0.00 0.00 2,590.00 | 2,590.00 |
| 14913R2V8 | CATERPILLAR FINANCIAL SERVICES CORP 3.4 05/13/2025 | 05/10/2022 05/13/2022 0.00 | 479,390.40 0.00 (479,390.40) 0.00 | 7,616.00 8,160.00 0.00 544.00 | 0.00 0.00 0.00 544.00 | 544.00 |
| 14913R2Z9 | CATERPILLAR FINANCIAL SERVICES CORP 3.65 08/12/2025 | 08/08/2022 08/12/2022 1,375,000.00 | 1,373,336.25 0.00 0.00 1,373,336.25 | 11,013.37 0.00 15,195.66 4,182.29 | 0.00 0.00 0.00 4,182.29 | 4,182.29 |
| 161571HT4 | CHAIT 2023-1 A 5.16 09/15/2028 | 09/07/2023 09/15/2023 1,320,000.00 | 1,319,634.10 0.00 0.00 1,319,634.10 | 3,027.20 5,676.00 3,027.20 5,676.00 | 0.00 0.00 0.00 5,676.00 | 5,676.00 |
| 17275RBQ4 | CISCO SYSTEMS INC 4.8 02/26/2027 | 02/29/2024 03/04/2024 1,500,000.00 | 1,500,810.00 0.00 0.00 1,500,810.00 | 13,000.00 0.00 19,000.00 6,000.00 | 0.00 0.00 0.00 6,000.00 | 6,000.00 |
| 24422EXF1 | JOHN DEERE CAPITAL CORP 4.5 01/08/2027 | 01/10/2024 01/17/2024 1,000,000.00 | 999,460.00 0.00 0.00 999,460.00 | 14,125.00 0.00 17,875.00 3,750.00 | 0.00 0.00 0.00 3,750.00 | 3,750.00 |
| 24422EXZ7 | JOHN DEERE CAPITAL CORP 4.65 01/07/2028 | 01/06/2025 01/09/2025 700,000.00 | 699,790.00 0.00 0.00 699,790.00 | 10,126.67 0.00 12,839.17 2,712.50 | 0.00 0.00 0.00 2,712.50 | 2,712.50 |
| 26442UAA2 | DUKE ENERGY PROGRESS LLC 3.25 08/15/2025 | 06/23/2022 06/27/2022 1,000,000.00 | 990,710.00 0.00 0.00 990,710.00 | 6,861.11 0.00 9,569.44 2,708.33 | 0.00 0.00 0.00 2,708.33 | 2,708.33 |
| 3130ATS57 | FEDERAL HOME LOAN BANKS 4.5 03/10/2028 | 03/24/2025 03/25/2025 3,000,000.00 | 3,039,480.00 0.00 0.00 3,039,480.00 | 19,125.00 0.00 30,375.00 11,250.00 | 0.00 0.00 0.00 11,250.00 | 11,250.00 |

INCOME EARNED



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|-----------|---|--|---|--|---|--------------|
| 3130AVVX7 | FEDERAL HOME LOAN BANKS 3.75 06/09/2028 | 06/07/2023 06/09/2023 1,120,000.00 | 1,107,243.20 0.00 0.00 1,107,243.20 | 16,566.67 0.00 20,066.67 3,500.00 | 0.00 0.00 0.00 3,500.00 | 3,500.00 |
| 3130AWC24 | FEDERAL HOME LOAN BANKS 4.0 06/09/2028 | 07/06/2023 07/10/2023 2,000,000.00 | 1,956,940.00 0.00 0.00 1,956,940.00 | 31,555.56 0.00 38,222.22 6,666.67 | 0.00 0.00 0.00 6,666.67 | 6,666.67 |
| 3130AWLZ1 | FEDERAL HOME LOAN BANKS 4.75 06/12/2026 | 08/16/2023 08/17/2023 2,000,000.00 | 1,998,620.00 0.00 0.00 1,998,620.00 | 36,680.56 0.00 44,597.22 7,916.67 | 0.00 0.00 0.00 7,916.67 | 7,916.67 |
| 3130AWTQ3 | FEDERAL HOME LOAN BANKS 4.625 09/11/2026 | 08/16/2023 08/17/2023 2,000,000.00 4,500,000.00 | 4,476,030.00 0.00 0.00 4,476,030.00 | 28,906.25 0.00 46,250.00 17,343.75 | 0.00 0.00 0.00 17,343.75 | 17,343.75 |
| 3130AXU63 | FEDERAL HOME LOAN BANKS 4.625 11/17/2026 | 11/30/2023 12/01/2023 1,750,000.00 | 1,754,427.50 0.00 0.00 1,754,427.50 | 36,871.53 40,468.75 3,147.57 6,744.79 | 0.00 0.00 0.00 6,744.79 | 6,744.79 |
| 3130AYPNO | FEDERAL HOME LOAN BANKS 4.125 01/15/2027 | 01/30/2024 01/31/2024 2,000,000.00 | 1,995,560.00 0.00 0.00 1,995,560.00 | 24,291.67 0.00 31,166.67 6,875.00 | 0.00 0.00 0.00 6,875.00 | 6,875.00 |
| 3130B0TY5 | FEDERAL HOME LOAN BANKS 4.75 04/09/2027 | 04/10/2024 04/15/2024 1,500,000.00 | 1,496,115.00 0.00 0.00 1,496,115.00 | 4,354.17 0.00 10,291.67 5,937.50 | 0.00 0.00 0.00 5,937.50 | 5,937.50 |
| 3133EP6K6 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027 | 04/08/2024 04/09/2024 1,000,000.00 | 995,520.00 0.00 0.00 995,520.00 | 4,375.00 0.00 8,125.00 3,750.00 | 0.00 0.00 0.00 3,750.00 | 3,750.00 |
| 3133EPSW6 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026 | 08/09/2023 08/14/2023 2,405,000.00 | 2,399,468.50 0.00 0.00 2,399,468.50 | 23,148.13 0.00 32,166.88 9,018.75 | 0.00 0.00 0.00 9,018.75 | 9,018.75 |

INCOME EARNED



Murrieta Consolidated | Account | As of May 31, 2025

| Cusip | Security Description | Trade Date Settle Date Units | Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End | Prior Accrued Inc. Received Ending Accrued Total Interest | Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned | Total Income |
|-----------|---|------------------------------------|---|--|---|--------------|
| 3133EPW68 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 | 01/24/2024 | 1,392,860.00 | 15,881.25 | 0.00 | 4,812.50 |
| | | 01/25/2024 | 0.00 | 0.00 | 0.00 | |
| | | 01/22/2026 | 1,400,000.00 | 20,693.75 | 0.00 | |
| | | | 1,392,860.00 | 4,812.50 | 4,812.50 | |
| 3133EPWK7 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 | 10/12/2023 | 1,981,460.00 | 9,750.00 | 0.00 | 7,500.00 |
| | | 10/16/2023 | 0.00 | 0.00 | 0.00 | |
| | | 09/22/2028 | 2,000,000.00 | 17,250.00 | 0.00 | |
| | | | 1,981,460.00 | 7,500.00 | 7,500.00 | |
| 3133EPZY4 | FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 | 11/09/2023 | 2,007,480.00 | 25,277.78 | 0.00 | 8,333.33 |
| | | 11/10/2023 | 0.00 | 0.00 | 0.00 | |
| | | 07/30/2026 | 2,000,000.00 | 33,611.11 | 0.00 | |
| | | | 2,007,480.00 | 8,333.33 | 8,333.33 | |
| 3133ERDZ1 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 | 05/20/2024 | 997,690.00 | 22,826.39 | 0.00 | 3,958.33 |
| | | 05/21/2024 | 0.00 | 23,750.00 | 0.00 | |
| | | 05/08/2026 | 1,000,000.00 | 3,034.72 | 0.00 | |
| | | | 997,690.00 | 3,958.33 | 3,958.33 | |
| 3133ERFJ5 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 | 05/20/2024 | 994,830.00 | 20,125.00 | 0.00 | 3,750.00 |
| | | 05/21/2024 | 0.00 | 22,500.00 | 0.00 | |
| | | 05/20/2027 | 1,000,000.00 | 1,375.00 | 0.00 | |
| | | | 994,830.00 | 3,750.00 | 3,750.00 | |
| 3137BM7C4 | FHMS K-051 A2 3.308 | 06/23/2022 | 1,112,997.46 | 3,074.65 | 0.00 | 2,927.87 |
| | | 06/28/2022 | 0.00 | 3,074.65 | 0.00 | |
| | | 09/25/2025 | 1,062,103.27 | (53,134.57) | 2,927.86 | |
| | | | 1,059,862.89 | 2,927.87 | 2,927.87 | |
| 3137BSP72 | FHMS K-058 A2 2.653 | 02/09/2023 | 1,890,546.88 | 4,421.67 | 0.00 | 4,421.67 |
| | | 02/14/2023 | 0.00 | 4,421.67 | 0.00 | |
| | | 08/25/2026 | 2,000,000.00 | 0.00 | 4,421.67 | |
| | | | 1,890,546.88 | 4,421.67 | 4,421.67 | |
| 3137BTUM1 | FHMS K-061 A2 3.347 | 09/22/2022 | 838,981.69 | 2,427.19 | 0.00 | 2,421.98 |
| | | 09/27/2022 | 0.00 | 2,427.19 | 0.00 | |
| | | 11/25/2026 | 868,353.91 | (1,800.32) | 2,421.98 | |
| | | | 837,181.37 | 2,421.98 | 2,421.98 | |
| 3137BVZ82 | FHMS K-063 A2 3.43 | | 839,600.51 | 2,463.88 | 0.00 | 2,463.88 |
| | | | 0.00 | 2,463.88 | 0.00 | |
| | | 01/25/2027 | 862,000.00 | 0.00 | 2,463.88 | |
| | | | 839,600.51 | 2,463.88 | 2,463.88 | |

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|-----------|--|--|---|--|---|--------------|
| 3137F1G44 | FHMS K-065 A2 3.243 04/25/2027 | 09/19/2022 09/22/2022 1,000,000.00 | 965,468.75 0.00 0.00 965,468.75 | 2,702.50 2,702.50 2,702.50 2,702.50 | 0.00 0.00 0.00 2,702.50 | 2,702.50 |
| 3137F4X72 | FHMS K-075 A2 3.65 02/25/2028 | 09/14/2023 09/19/2023 1,165,000.00 | 1,107,478.13 0.00 0.00 1,107,478.13 | 3,543.54 3,543.54 3,543.54 3,543.54 | 0.00 0.00 0.00 3,543.54 | 3,543.54 |
| 3137FBU79 | FHMS K-069 A2 3.187 09/25/2027 | 05/18/2023 05/23/2023 1,228,746.45 | 1,182,397.85 0.00 (2,081.28) 1,180,316.57 | 3,269.10 3,269.10 3,263.35 3,263.35 | 0.00 0.00 0.00 3,263.35 | 3,263.35 |
| 3137FJEH8 | FHMS K-081 A2 3.9 08/25/2028 | 05/28/2024 05/31/2024 1,250,000.00 | 1,197,265.63 0.00 0.00 1,197,265.63 | 4,062.50 4,062.50 4,062.50 4,062.50 | 0.00 0.00 0.00 4,062.50 | 4,062.50 |
| 3137FK4M5 | FHMS K-085 A2 4.06 10/25/2028 | 05/07/2025 05/12/2025 2,000,000.00 | 0.00 1,990,703.13 0.00 1,990,703.13 | 0.00 (2,481.11) 6,766.67 4,285.56 | 0.00 0.00 0.00 4,285.56 | 4,285.56 |
| 3137FLMV3 | FHMS K-090 A2 3.422 02/25/2029 | 03/27/2025 03/31/2025 2,000,000.00 | 1,932,500.00 0.00 0.00 1,932,500.00 | 5,703.33 5,703.33 5,703.33 5,703.33 | 0.00 0.00 0.00 5,703.33 | 5,703.33 |
| 3137H5YC5 | FHMS K-748 A2 2.26 01/25/2029 | 08/19/2024 08/22/2024 1,500,000.00 | 1,385,332.03 0.00 0.00 1,385,332.03 | 2,825.00 2,825.00 2,825.00 2,825.00 | 0.00 0.00 0.00 2,825.00 | 2,825.00 |
| 3137HA4B9 | FHMS K-751 A2 4.412 03/25/2030 | 03/26/2025 03/31/2025 2,000,000.00 | 1,997,890.63 0.00 0.00 1,997,890.63 | 7,353.33 7,353.33 7,353.33 7,353.33 | 0.00 0.00 0.00 7,353.33 | 7,353.33 |
| 341081GN1 | FLORIDA POWER & LIGHT CO 4.4 05/15/2028 | 05/22/2023 05/24/2023 1,500,000.00 | 1,484,025.00 0.00 0.00 1,484,025.00 | 30,433.33 33,000.00 2,933.33 5,500.00 | 0.00 0.00 0.00 5,500.00 | 5,500.00 |

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|-----------|------------------------------------|--|---|--|---|--------------|
| 362549AD9 | GMCAR 2025-2 A3 4.28 04/16/2030 | 05/06/2025 05/14/2025 370,000.00 | 0.00 369,945.54 0.00 369,945.54 | 0.00 0.00 747.81 747.81 | 0.00 0.00 0.00 747.81 | 747.81 |
| 362554AC1 | GMCAR 2021-4 A3 0.68 09/16/2026 | 10/13/2021 10/21/2021 8,594.25 | 16,822.40 0.00 (8,228.37) 8,594.03 | 4.77 9.53 2.44 7.20 | 0.00 0.00 0.00 7.20 | 7.20 |
| 36265WAD5 | GMCAR 2022-3 A3 3.64 04/16/2027 | 07/06/2022 07/13/2022 103,019.62 | 119,684.28 0.00 (16,665.37) 103,018.91 | 181.52 363.05 156.25 337.77 | 0.00 0.00 0.00 337.77 | 337.77 |
| 36269FAD8 | GMALT 2024-1 A3 5.09 03/22/2027 | 02/08/2024 02/15/2024 455,000.00 | 454,943.13 0.00 0.00 454,943.13 | 707.65 1,929.96 707.65 1,929.96 | 0.00 0.00 0.00 1,929.96 | 1,929.96 |
| 362962AD4 | GMALT 2025-2 A3 4.58 05/20/2028 | 05/20/2025 05/29/2025 705,000.00 | 0.00 704,988.30 0.00 704,988.30 | 0.00 0.00 179.38 179.38 | 0.00 0.00 0.00 179.38 | 179.38 |
| 379929AD4 | GMALT 2023-3 A3 5.38 11/20/2026 | 08/08/2023 08/16/2023 196,364.82 | 239,413.17 0.00 (43,071.90) 196,341.27 | 393.62 1,073.50 322.80 1,002.69 | 0.00 0.00 0.00 1,002.69 | 1,002.69 |
| 380146AC4 | GMCAR 2022-1 A3 1.26 11/16/2026 | 01/11/2022 01/19/2022 14,481.05 | 22,636.18 0.00 (8,156.39) 14,479.79 | 11.89 23.77 7.60 19.49 | 0.00 0.00 0.00 19.49 | 19.49 |
| 437076CR1 | HOME DEPOT INC 4.0 09/15/2025 | 09/14/2022 09/19/2022 1,000,000.00 | 996,380.00 0.00 0.00 996,380.00 | 5,111.11 0.00 8,444.44 3,333.33 | 0.00 0.00 0.00 3,333.33 | 3,333.33 |
| 437076DB5 | HOME DEPOT INC 4.875 06/25/2027 | 06/25/2024 740,000.00 | 738,545.60 0.00 0.00 738,545.60 | 12,626.25 0.00 15,632.50 3,006.25 | 0.00 0.00 0.00 3,006.25 | 3,006.25 |

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|-----------|---|--|---|--|---|--------------|
| 437918AC9 | HAROT 2024-1 A3 5.21 08/15/2028 | 02/13/2024 02/21/2024 1,250,000.00 | 1,249,945.63 0.00 0.00 1,249,945.63 | 2,894.44 5,427.08 2,894.44 5,427.08 | 0.00 0.00 0.00 5,427.08 | 5,427.08 |
| 43815GAC3 | HAROT 2021-4 A3 0.88 01/21/2026 | 11/16/2021 11/24/2021 0.00 | 5,746.81 0.00 (5,746.81) 0.00 | 1.41 4.22 0.00 2.81 | 0.00 0.00 0.00 2.81 | 2.81 |
| 43815PAC3 | HAROT 2022-2 A3 3.73 07/20/2026 | 08/15/2022 08/24/2022 88,978.94 | 108,035.19 0.00 (19,061.55) 88,973.64 | 145.53 335.83 119.85 310.15 | 0.00 0.00 0.00 310.15 | 310.15 |
| 438516CB0 | HONEYWELL INTERNATIONAL INC 1.35 06/01/2025 | 03/09/2022 03/11/2022 1,000,000.00 | 970,280.00 0.00 0.00 970,280.00 | 5,625.00 0.00 6,750.00 1,125.00 | 0.00 0.00 0.00 1,125.00 | 1,125.00 |
| 459058KT9 | INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028 | 07/24/2023 07/26/2023 500,000.00 | 483,115.00 0.00 0.00 483,115.00 | 5,298.61 0.00 6,756.94 1,458.33 | 0.00 0.00 0.00 1,458.33 | 1,458.33 |
| 459058LT8 | INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028 | 04/29/2025 05/06/2025 1,335,000.00 | 1,332,036.30 0.00 0.00 1,332,036.30 | 0.00 0.00 3,360.68 3,360.68 | 0.00 0.00 0.00 3,360.68 | 3,360.68 |
| 47787JAC2 | JDOT 2022 A3 2.32 09/15/2026 | 03/10/2022 03/16/2022 51,967.30 | 67,213.98 0.00 (15,258.18) 51,955.81 | 69.32 129.98 53.58 114.24 | 0.00 0.00 0.00 114.24 | 114.24 |
| 47800DAD6 | JDOT 2025 A3 4.23 09/17/2029 | 03/04/2025 03/11/2025 670,000.00 | 669,957.86 0.00 0.00 669,957.86 | 1,259.60 2,361.75 1,259.60 2,361.75 | 0.00 0.00 0.00 2,361.75 | 2,361.75 |
| 47800RAD5 | JDOT 2024 A3 4.96 11/15/2028 | 03/11/2024 03/19/2024 335,000.00 | 334,981.24 0.00 0.00 334,981.24 | 738.49 1,384.67 738.49 1,384.67 | 0.00 0.00 0.00 1,384.67 | 1,384.67 |

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|-----------|---|--|---|--|---|--------------|
| 48125LRU8 | JPMORGAN CHASE BANK NA 5.11 12/08/2026 | 12/08/2023 1,575,000.00 | 1,576,460.00 0.00 0.00 1,576,460.00 | 31,969.44 0.00 38,676.31 6,706.88 | 0.00 0.00 0.00 6,706.88 | 6,706.88 |
| 532457CP1 | ELI LILLY AND CO 4.15 08/14/2027 | 08/22/2024 08/23/2024 1,250,000.00 | 1,251,637.50 0.00 0.00 1,251,637.50 | 11,095.49 0.00 15,418.40 4,322.92 | 0.00 0.00 0.00 4,322.92 | 4,322.92 |
| 57629TBW6 | MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028 | 03/20/2025 03/27/2025 1,340,000.00 | 1,338,405.40 0.00 0.00 1,338,405.40 | 5,631.72 0.00 10,600.89 4,969.17 | 0.00 0.00 0.00 4,969.17 | 4,969.17 |
| 57629W6F2 | MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026 | 04/04/2023 04/12/2023 750,000.00 | 749,482.50 0.00 0.00 749,482.50 | 1,968.75 0.00 4,781.25 2,812.50 | 0.00 0.00 0.00 2,812.50 | 2,812.50 |
| 58768YAD7 | MBALT 2025-A A3 4.61 04/16/2029 | 05/14/2025 05/21/2025 770,000.00 | 0.00 769,906.14 0.00 769,906.14 | 0.00 0.00 986.03 986.03 | 0.00 0.00 0.00 986.03 | 986.03 |
| 58769GAD5 | MBALT 2024-B A3 4.23 02/15/2028 | 09/17/2024 09/25/2024 545,000.00 | 544,908.28 0.00 0.00 544,908.28 | 1,024.60 1,921.13 1,024.60 1,921.13 | 0.00 0.00 0.00 1,921.13 | 1,921.13 |
| 58770JAD6 | MBALT 2024-A A3 5.32 01/18/2028 | 05/17/2024 05/23/2024 350,000.00 | 349,959.05 0.00 0.00 349,959.05 | 827.56 1,551.67 827.56 1,551.67 | 0.00 0.00 0.00 1,551.67 | 1,551.67 |
| 58989V2F0 | MET TOWER GLOBAL FUNDING 5.4 06/20/2026 | 06/12/2023 06/20/2023 1,000,000.00 | 1,000,440.00 0.00 0.00 1,000,440.00 | 19,650.00 0.00 24,150.00 4,500.00 | 0.00 0.00 0.00 4,500.00 | 4,500.00 |
| 61747YET8 | MORGAN STANLEY 4.679 07/17/2026 | 09/14/2022 09/16/2022 1,000,000.00 | 994,030.00 0.00 0.00 994,030.00 | 13,517.11 0.00 17,416.28 3,899.17 | 0.00 0.00 0.00 3,899.17 | 3,899.17 |

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|-----------|---|--|---|--|---|--------------|
| 63743HFE7 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 3.45 06/15/2025 | 1,105,000.00 | 1,099,973.65 0.00 0.00 1,099,973.65 | 14,401.83 0.00 17,578.71 3,176.88 | 0.00 0.00 0.00 3,176.88 | 3,176.88 |
| 64952WFJ7 | NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027 | 09/25/2024 10/01/2024 1,000,000.00 | 999,820.00 0.00 0.00 999,820.00 | 3,250.00 0.00 6,500.00 3,250.00 | 0.00 0.00 0.00 3,250.00 | 3,250.00 |
| 665859AW4 | NORTHERN TRUST CORP 4.0 05/10/2027 | 09/14/2022 09/16/2022 1,000,000.00 | 990,460.00 0.00 0.00 990,460.00 | 19,000.00 20,000.00 2,333.33 3,333.33 | 0.00 0.00 0.00 3,333.33 | 3,333.33 |
| 69371RS56 | PACCAR FINANCIAL CORP 5.05 08/10/2026 | 1,450,000.00 | 1,451,925.00 0.00 0.00 1,451,925.00 | 16,475.63 0.00 22,577.71 6,102.08 | 0.00 0.00 0.00 6,102.08 | 6,102.08 |
| 713448FW3 | PEPSICO INC 5.125 11/10/2026 | 11/08/2023 11/10/2023 510,000.00 | 509,862.30 0.00 0.00 509,862.30 | 12,415.31 13,068.75 1,524.69 2,178.13 | 0.00 0.00 0.00 2,178.13 | 2,178.13 |
| 74456QBU9 | PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028 | 06/22/2023 06/26/2023 750,000.00 | 715,005.00 0.00 0.00 715,005.00 | 13,875.00 13,875.00 2,312.50 2,312.50 | 0.00 0.00 0.00 2,312.50 | 2,312.50 |
| 78016HZT0 | ROYAL BANK OF CANADA 4.875 01/19/2027 | 01/10/2024 01/19/2024 1,245,000.00 | 1,244,688.75 0.00 0.00 1,244,688.75 | 17,196.56 0.00 22,254.38 5,057.81 | 0.00 0.00 0.00 5,057.81 | 5,057.81 |
| 857477CL5 | STATE STREET CORP 4.993 03/18/2027 | 03/13/2024 03/18/2024 1,210,000.00 | 1,210,000.00 0.00 0.00 1,210,000.00 | 7,216.27 0.00 12,250.88 5,034.61 | 0.00 0.00 0.00 5,034.61 | 5,034.61 |
| 89115A2A9 | TORONTO-DOMINION BANK 3.766 06/06/2025 | 06/02/2022 06/08/2022 1,000,000.00 | 1,001,830.00 0.00 0.00 1,001,830.00 | 15,168.61 0.00 18,306.94 3,138.33 | 0.00 0.00 0.00 3,138.33 | 3,138.33 |

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|-----------|---|--|---|--|---|--------------|
| 89236TKJ3 | TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027 | 06/20/2024 06/21/2024 1,000,000.00 | 989,900.00 0.00 0.00 989,900.00 | 5,181.94 0.00 8,973.61 3,791.67 | 0.00 0.00 0.00 3,791.67 | 3,791.67 |
| 90331HPS6 | US BANK NA 4.73 05/15/2028 | 05/12/2025 05/15/2025 1,330,000.00 | 0.00 1,330,000.00 0.00 1,330,000.00 | 0.00 0.00 2,795.96 2,795.96 | 0.00 0.00 0.00 2,795.96 | 2,795.96 |
| 9128283F5 | UNITED STATES TREASURY 2.25 11/15/2027 | 06/07/2023 06/09/2023 1,400,000.00 | 1,298,937.50 0.00 0.00 1,298,937.50 | 14,531.77 15,750.00 1,455.16 2,673.40 | 0.00 0.00 0.00 2,673.40 | 2,673.40 |
| 9128283W8 | UNITED STATES TREASURY 2.75 02/15/2028 | 09/27/2024 09/30/2024 2,750,000.00 | 2,684,257.81 0.00 0.00 2,684,257.81 | 15,668.16 0.00 22,144.34 6,476.17 | 0.00 0.00 0.00 6,476.17 | 6,476.17 |
| 9128284V9 | UNITED STATES TREASURY 2.875 08/15/2028 | 11/12/2024 11/15/2024 2,500,000.00 | 2,374,804.69 0.00 0.00 2,374,804.69 | 14,891.23 0.00 21,046.27 6,155.04 | 0.00 0.00 0.00 6,155.04 | 6,155.04 |
| 9128285C0 | UNITED STATES TREASURY 3.0 09/30/2025 | 3,250,000.00 | 3,259,882.81 0.00 0.00 3,259,882.81 | 8,258.20 0.00 16,516.39 8,258.20 | 0.00 0.00 0.00 8,258.20 | 8,258.20 |
| 9128285J5 | UNITED STATES TREASURY 3.0 10/31/2025 | 06/23/2022 06/24/2022 2,500,000.00 | 2,498,632.81 0.00 0.00 2,498,632.81 | 203.80 0.00 6,521.74 6,317.93 | 0.00 0.00 0.00 6,317.93 | 6,317.93 |
| 9128285M8 | UNITED STATES TREASURY 3.125 11/15/2028 | 04/22/2024 04/23/2024 2,000,000.00 | 1,870,625.00 0.00 0.00 1,870,625.00 | 28,832.87 31,250.00 2,887.23 5,304.36 | 0.00 0.00 0.00 5,304.36 | 5,304.36 |
| 9128285T3 | UNITED STATES TREASURY 2.625 12/31/2025 | 09/14/2022 09/15/2022 2,500,000.00 | 2,412,792.97 0.00 0.00 2,412,792.97 | 21,935.43 0.00 27,555.25 5,619.82 | 0.00 0.00 0.00 5,619.82 | 5,619.82 |

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|-----------|---|--|---|--|---|--------------|
| 9128286L9 | UNITED STATES TREASURY 2.25 03/31/2026 | 09/14/2022 09/15/2022 2,500,000.00 | 2,377,832.03 0.00 0.00 2,377,832.03 | 4,764.34 0.00 9,528.69 4,764.34 | 0.00 0.00 0.00 4,764.34 | 4,764.34 |
| 912828M56 | UNITED STATES TREASURY 2.25 11/15/2025 | 06/23/2022 06/24/2022 2,500,000.00 | 2,431,152.34 0.00 0.00 2,431,152.34 | 25,949.59 28,125.00 2,598.51 4,773.92 | 0.00 0.00 0.00 4,773.92 | 4,773.92 |
| 912828U24 | UNITED STATES TREASURY 2.0 11/15/2026 | 09/13/2023 09/14/2023 3,000,000.00 | 2,767,031.25 0.00 0.00 2,767,031.25 | 27,679.56 30,000.00 2,771.74 5,092.18 | 0.00 0.00 0.00 5,092.18 | 5,092.18 |
| 912828YX2 | UNITED STATES TREASURY 1.75 12/31/2026 | 12/27/2023 12/28/2023 1,750,000.00 | 1,641,240.23 0.00 0.00 1,641,240.23 | 10,236.53 0.00 12,859.12 2,622.58 | 0.00 0.00 0.00 2,622.58 | 2,622.58 |
| 912828ZT0 | UNITED STATES TREASURY 0.25 05/31/2025 | 10/14/2021 10/15/2021 0.00 | 1,765,757.81 0.00 (1,765,757.81) 0.00 | 1,879.12 594.09 0.00 (1,285.03) | 0.00 0.00 0.00 (1,285.03) | (1,285.03) |
| 91282CAB7 | UNITED STATES TREASURY 0.25 07/31/2025 | 12/02/2021 12/03/2021 2,000,000.00 | 1,942,031.25 0.00 0.00 1,942,031.25 | 1,243.09 0.00 1,671.27 428.18 | 0.00 0.00 0.00 428.18 | 428.18 |
| 91282CAJ0 | UNITED STATES TREASURY 0.25 08/31/2025 | 03/22/2022 03/23/2022 1,000,000.00 | 928,828.13 0.00 0.00 928,828.13 | 421.20 0.00 631.79 210.60 | 0.00 0.00 0.00 210.60 | 210.60 |
| 91282CEF4 | UNITED STATES TREASURY 2.5 03/31/2027 | 11/17/2022 11/18/2022 2,500,000.00 | 2,349,414.06 0.00 0.00 2,349,414.06 | 5,293.72 0.00 10,587.43 5,293.72 | 0.00 0.00 0.00 5,293.72 | 5,293.72 |
| 91282CEW7 | UNITED STATES TREASURY 3.25 06/30/2027 | 12/12/2022 12/13/2022 1,300,000.00 | 1,266,687.50 0.00 0.00 1,266,687.50 | 14,122.24 0.00 17,740.33 3,618.09 | 0.00 0.00 0.00 3,618.09 | 3,618.09 |

INCOME EARNED



Murrieta Consolidated | Account | As of May 31, 2025

| Cusip | Security Description | Trade Date Settle Date Units | Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End | Prior Accrued Inc. Received Ending Accrued Total Interest | Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned | Total Income |
|-----------|--|--|---|--|---|--------------|
| 91282CFB2 | UNITED STATES TREASURY 2.75 07/31/2027 | 07/26/2023 07/27/2023 2,000,000.00 | 1,887,109.38 0.00 0.00 1,887,109.38 | 13,674.03 0.00 18,383.98 4,709.94 | 0.00 0.00 0.00 4,709.94 | 4,709.94 |
| 91282CFH9 | UNITED STATES TREASURY 3.125 08/31/2027 | 01/24/2023 01/25/2023 2,500,000.00 | 2,445,117.19 0.00 0.00 2,445,117.19 | 13,162.36 0.00 19,743.55 6,581.18 | 0.00 0.00 0.00 6,581.18 | 6,581.18 |
| 91282CFJ5 | UNITED STATES TREASURY 3.125 08/31/2029 | 12/17/2024 12/20/2024 2,750,000.00 | 2,618,730.47 0.00 0.00 2,618,730.47 | 14,478.60 0.00 21,717.90 7,239.30 | 0.00 0.00 0.00 7,239.30 | 7,239.30 |
| 91282CFM8 | UNITED STATES TREASURY 4.125 09/30/2027 | 02/22/2023 02/28/2023 1,600,000.00 | 1,595,500.00 0.00 0.00 1,595,500.00 | 5,590.16 0.00 11,180.33 5,590.16 | 0.00 0.00 0.00 5,590.16 | 5,590.16 |
| 91282CFT3 | UNITED STATES TREASURY 4.0 10/31/2029 | 02/12/2025 02/14/2025 1,700,000.00 | 1,665,203.13 0.00 0.00 1,665,203.13 | 184.78 0.00 5,913.04 5,728.26 | 0.00 0.00 0.00 5,728.26 | 5,728.26 |
| 91282CFY2 | UNITED STATES TREASURY 3.875 11/30/2029 | 03/24/2025 03/25/2025 3,000,000.00 | 2,976,679.69 0.00 0.00 2,976,679.69 | 48,543.96 0.00 317.62 (48,226.33) | 0.00 0.00 0.00 (48,226.33) | (48,226.33) |
| 91282CGH8 | UNITED STATES TREASURY 3.5 01/31/2028 | 11/26/2024 11/27/2024 1,500,000.00 | 1,467,070.31 0.00 0.00 1,467,070.31 | 13,052.49 0.00 17,548.34 4,495.86 | 0.00 0.00 0.00 4,495.86 | 4,495.86 |
| 91282CGV7 | UNITED STATES TREASURY 3.75 04/15/2026 | 03/20/2024 03/21/2024 2,000,000.00 | 1,965,703.13 0.00 0.00 1,965,703.13 | 3,278.69 0.00 9,631.15 6,352.46 | 0.00 0.00 0.00 6,352.46 | 6,352.46 |
| 91282CKD2 | UNITED STATES TREASURY 4.25 02/28/2029 | 01/30/2025 01/31/2025 2,250,000.00 | 2,244,726.56 0.00 0.00 2,244,726.56 | 16,110.73 0.00 24,166.10 8,055.37 | 0.00 0.00 0.00 8,055.37 | 8,055.37 |

INCOME EARNED



Murrieta Consolidated | Account | As of May 31, 2025

| Cusip | Security Description | Trade Date Settle Date Units | Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End | Prior Accrued Inc. Received Ending Accrued Total Interest | Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned | Total Income |
|---------------------------|---|--|---|--|---|-------------------|
| 91282CLC3 | UNITED STATES TREASURY 4.0 07/31/2029 | 10/29/2024 10/31/2024 2,000,000.00 | 1,991,093.75 0.00 0.00 1,991,093.75 | 19,889.50 0.00 26,740.33 6,850.83 | 0.00 0.00 0.00 6,850.83 | 6,850.83 |
| 91324PDE9 | UNITEDHEALTH GROUP INC 2.95 10/15/2027 | 07/30/2024 07/31/2024 1,250,000.00 | 1,189,300.00 0.00 0.00 1,189,300.00 | 1,638.89 0.00 4,711.81 3,072.92 | 0.00 0.00 0.00 3,072.92 | 3,072.92 |
| 92348KDY6 | VZMT 2025-3 A1A 4.51 03/20/2030 | 03/25/2025 03/31/2025 1,050,000.00 | 1,049,954.85 0.00 0.00 1,049,954.85 | 1,446.96 3,946.25 1,446.96 3,946.25 | 0.00 0.00 0.00 3,946.25 | 3,946.25 |
| Total Fixed Income | | | 145,803,867.98 6,420,520.39 (3,336,558.20) 148,887,830.17 | 1,143,501.27 388,907.26 1,157,021.34 402,427.33 | 0.00 0.00 0.00 402,427.33 | 402,427.33 |
| TOTAL PORTFOLIO | | | 149,950,890.13 8,152,455.72 (10,353,046.09) 150,441,287.95 | 1,143,501.27 397,683.00 1,157,021.34 411,203.07 | 0.00 0.00 0.00 411,203.07 | 411,203.07 |

CASH FLOW REPORT



Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|------------------|-------------------|-----------|--------------|---|------------------|-----------|--------------|
| JUNE 2025 | | | | | | | |
| 06/06/2025 | Coupon | 89115A2A9 | 1,000,000.00 | TORONTO-DOMINION BANK 3.766 06/06/2025 | | 18,830.00 | 18,830.00 |
| 06/06/2025 | Final Maturity | 89115A2A9 | 1,000,000.00 | TORONTO-DOMINION BANK 3.766 06/06/2025 | 1,000,000.00 | | 1,000,000.00 |
| 06/09/2025 | Coupon | 3130AVVX7 | 1,120,000.00 | FEDERAL HOME LOAN BANKS 3.75 06/09/2028 | | 21,000.00 | 21,000.00 |
| 06/09/2025 | Coupon | 3130AWC24 | 2,000,000.00 | FEDERAL HOME LOAN BANKS 4.0 06/09/2028 | | 40,000.00 | 40,000.00 |
| 06/09/2025 | Coupon | 48125LRU8 | 1,575,000.00 | JPMORGAN CHASE BANK NA 5.11 12/08/2026 | | 40,241.25 | 40,241.25 |
| 06/12/2025 | Coupon | 3130AWLZ1 | 2,000,000.00 | FEDERAL HOME LOAN BANKS 4.75 06/12/2026 | | 47,500.00 | 47,500.00 |
| 06/16/2025 | Coupon | 02582JKH2 | 640,000.00 | AMXCA 2024-1 A 5.23 04/16/2029 | | 2,789.33 | 2,789.33 |
| 06/16/2025 | Coupon | 02582JKP4 | 1,255,000.00 | AMXCA 2025-2 A 4.28 04/15/2030 | | 4,774.58 | 4,774.58 |
| 06/16/2025 | Coupon | 161571HT4 | 1,320,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 5,676.00 | 5,676.00 |
| 06/16/2025 | Coupon | 362549AD9 | 370,000.00 | GMCAR 2025-2 A3 4.28 04/16/2030 | | 1,407.64 | 1,407.64 |
| 06/16/2025 | Coupon | 362554AC1 | 8,594.25 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 9.98 | 9.98 |
| 06/16/2025 | Principal Paydown | 362554AC1 | 8,594.25 | GMCAR 2021-4 A3 0.68 09/16/2026 | 7,517.37 | | 7,517.37 |
| 06/16/2025 | Coupon | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | | 327.69 | 327.69 |
| 06/16/2025 | Principal Paydown | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | 15,195.71 | | 15,195.71 |
| 06/16/2025 | Coupon | 380146AC4 | 14,481.05 | GMCAR 2022-1 A3 1.26 11/16/2026 | | 18.23 | 18.23 |
| 06/16/2025 | Principal Paydown | 380146AC4 | 14,481.05 | GMCAR 2022-1 A3 1.26 11/16/2026 | 7,298.82 | | 7,298.82 |
| 06/16/2025 | Coupon | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | | 5,427.08 | 5,427.08 |
| 06/16/2025 | Coupon | 47787JAC2 | 51,967.30 | JDOT 2022 A3 2.32 09/15/2026 | | 103.15 | 103.15 |
| 06/16/2025 | Principal Paydown | 47787JAC2 | 51,967.30 | JDOT 2022 A3 2.32 09/15/2026 | 10,510.63 | | 10,510.63 |
| 06/16/2025 | Coupon | 47800DAD6 | 670,000.00 | JDOT 2025 A3 4.23 09/17/2029 | | 2,361.75 | 2,361.75 |
| 06/16/2025 | Coupon | 47800RAD5 | 335,000.00 | JDOT 2024 A3 4.96 11/15/2028 | | 1,384.67 | 1,384.67 |
| 06/16/2025 | Coupon | 58768YAD7 | 770,000.00 | MBALT 2025-A A3 4.61 04/16/2029 | | 2,366.47 | 2,366.47 |
| 06/16/2025 | Coupon | 58769GAD5 | 545,000.00 | MBALT 2024-B A3 4.23 02/15/2028 | | 1,921.13 | 1,921.13 |
| 06/16/2025 | Coupon | 58770JAD6 | 350,000.00 | MBALT 2024-A A3 5.32 01/18/2028 | | 1,551.85 | 1,551.85 |
| 06/16/2025 | Coupon | 63743HFE7 | 1,105,000.00 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 3.45 06/15/2025 | | 19,061.25 | 19,061.25 |
| 06/16/2025 | Final Maturity | 63743HFE7 | 1,105,000.00 | NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 3.45 06/15/2025 | 1,105,000.00 | | 1,105,000.00 |
| 06/18/2025 | Coupon | 43815PAC3 | 88,978.94 | HAROT 2022-2 A3 3.73 07/20/2026 | | 292.62 | 292.62 |
| 06/18/2025 | Principal Paydown | 43815PAC3 | 88,978.94 | HAROT 2022-2 A3 3.73 07/20/2026 | 16,598.76 | | 16,598.76 |
| 06/20/2025 | Coupon | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | | 1,929.96 | 1,929.96 |

CASH FLOW REPORT



Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|------------------------|-------------------|-----------|--------------|---|---------------------|-------------------|---------------------|
| 06/20/2025 | Coupon | 362962AD4 | 705,000.00 | GMALT 2025-2 A3 4.58 05/20/2028 | | 1,969.89 | 1,969.89 |
| 06/20/2025 | Coupon | 379929AD4 | 196,364.82 | GMALT 2023-3 A3 5.38 11/20/2026 | | 893.15 | 893.15 |
| 06/20/2025 | Principal Paydown | 379929AD4 | 196,364.82 | GMALT 2023-3 A3 5.38 11/20/2026 | 34,264.98 | | 34,264.98 |
| 06/20/2025 | Coupon | 58989V2F0 | 1,000,000.00 | MET TOWER GLOBAL FUNDING 5.4 06/20/2026 | | 27,000.00 | 27,000.00 |
| 06/20/2025 | Coupon | 92348KDY6 | 1,050,000.00 | VZMT 2025-3 A1A 4.51 03/20/2030 | | 3,946.25 | 3,946.25 |
| 06/25/2025 | Coupon | 05602RAD3 | 42,944.94 | BMWOT 2022-A A3 3.21 08/25/2026 | | 118.14 | 118.14 |
| 06/25/2025 | Principal Paydown | 05602RAD3 | 42,944.94 | BMWOT 2022-A A3 3.21 08/25/2026 | 11,875.16 | | 11,875.16 |
| 06/25/2025 | Coupon | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | | 4,150.00 | 4,150.00 |
| 06/25/2025 | Coupon | 096919AD7 | 600,000.00 | BMWOT 2024-A A3 5.18 02/26/2029 | | 2,590.00 | 2,590.00 |
| 06/25/2025 | Coupon | 3137BM7C4 | 1,062,103.27 | FHMS K-051 A2 3.308 09/25/2025 | | 2,927.86 | 2,927.86 |
| 06/25/2025 | Principal Paydown | 3137BM7C4 | 1,062,103.27 | FHMS K-051 A2 3.308 09/25/2025 | 43,165.43 | | 43,165.43 |
| 06/25/2025 | Coupon | 3137BSP72 | 2,000,000.00 | FHMS K-058 A2 2.653 08/25/2026 | | 4,421.67 | 4,421.67 |
| 06/25/2025 | Coupon | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | | 2,421.98 | 2,421.98 |
| 06/25/2025 | Principal Paydown | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | 1,769.00 | | 1,769.00 |
| 06/25/2025 | Coupon | 3137BVZ82 | 862,000.00 | FHMS K-063 A2 3.43 01/25/2027 | | 2,463.89 | 2,463.89 |
| 06/25/2025 | Coupon | 3137F1G44 | 1,000,000.00 | FHMS K-065 A2 3.243 04/25/2027 | | 2,702.50 | 2,702.50 |
| 06/25/2025 | Coupon | 3137F4X72 | 1,165,000.00 | FHMS K-075 A2 3.65 02/25/2028 | | 3,543.54 | 3,543.54 |
| 06/25/2025 | Coupon | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | | 3,263.35 | 3,263.35 |
| 06/25/2025 | Principal Paydown | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | 2,038.76 | | 2,038.76 |
| 06/25/2025 | Coupon | 3137FJEH8 | 1,250,000.00 | FHMS K-081 A2 3.9 08/25/2028 | | 4,062.50 | 4,062.50 |
| 06/25/2025 | Coupon | 3137FK4M5 | 2,000,000.00 | FHMS K-085 A2 4.06 10/25/2028 | | 6,766.67 | 6,766.67 |
| 06/25/2025 | Coupon | 3137FLMV3 | 2,000,000.00 | FHMS K-090 A2 3.422 02/25/2029 | | 5,703.33 | 5,703.33 |
| 06/25/2025 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 06/25/2025 | Coupon | 3137HA4B9 | 2,000,000.00 | FHMS K-751 A2 4.412 03/25/2030 | | 7,353.33 | 7,353.33 |
| 06/25/2025 | Coupon | 437076DB5 | 740,000.00 | HOME DEPOT INC 4.875 06/25/2027 | | 18,037.50 | 18,037.50 |
| 06/30/2025 | Coupon | 9128285T3 | 2,500,000.00 | UNITED STATES TREASURY 2.625 12/31/2025 | | 32,812.50 | 32,812.50 |
| 06/30/2025 | Coupon | 912828YX2 | 1,750,000.00 | UNITED STATES TREASURY 1.75 12/31/2026 | | 15,312.50 | 15,312.50 |
| 06/30/2025 | Coupon | 91282CEW7 | 1,300,000.00 | UNITED STATES TREASURY 3.25 06/30/2027 | | 21,125.00 | 21,125.00 |
| June 2025 Total | | | | | 2,255,234.63 | 395,385.19 | 2,650,619.82 |
| JULY 2025 | | | | | | | |
| 07/07/2025 | Coupon | 24422EXZ7 | 700,000.00 | JOHN DEERE CAPITAL CORP 4.65 01/07/2028 | | 16,094.17 | 16,094.17 |
| 07/08/2025 | Coupon | 24422EXF1 | 1,000,000.00 | JOHN DEERE CAPITAL CORP 4.5 01/08/2027 | | 22,500.00 | 22,500.00 |

CASH FLOW REPORT



Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|--------------------|-----------|--------------|---|------------------|-----------|--------------|
| 07/14/2025 | Coupon | 459058KT9 | 500,000.00 | INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028 | | 8,750.00 | 8,750.00 |
| 07/15/2025 | Coupon | 02582JKH2 | 640,000.00 | AMXCA 2024-1 A 5.23 04/16/2029 | | 2,789.33 | 2,789.33 |
| 07/15/2025 | Coupon | 02582JKP4 | 1,255,000.00 | AMXCA 2025-2 A 4.28 04/15/2030 | | 4,476.17 | 4,476.17 |
| 07/15/2025 | Coupon | 161571HT4 | 1,320,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 5,676.00 | 5,676.00 |
| 07/15/2025 | Coupon | 3130AYPN0 | 2,000,000.00 | FEDERAL HOME LOAN BANKS 4.125 01/15/2027 | | 41,250.00 | 41,250.00 |
| 07/15/2025 | Coupon | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | | 5,427.08 | 5,427.08 |
| 07/15/2025 | Coupon | 47787JAC2 | 51,967.30 | JDOT 2022 A3 2.32 09/15/2026 | | 82.83 | 82.83 |
| 07/15/2025 | Principal Paydown | 47787JAC2 | 51,967.30 | JDOT 2022 A3 2.32 09/15/2026 | 12,446.79 | | 12,446.79 |
| 07/15/2025 | Coupon | 47800DAD6 | 670,000.00 | JDOT 2025 A3 4.23 09/17/2029 | | 2,361.75 | 2,361.75 |
| 07/15/2025 | Coupon | 47800RAD5 | 335,000.00 | JDOT 2024 A3 4.96 11/15/2028 | | 1,384.67 | 1,384.67 |
| 07/15/2025 | Coupon | 58768YAD7 | 770,000.00 | MBALT 2025-A A3 4.61 04/16/2029 | | 2,958.08 | 2,958.08 |
| 07/15/2025 | Coupon | 58769GAD5 | 545,000.00 | MBALT 2024-B A3 4.23 02/15/2028 | | 1,921.13 | 1,921.13 |
| 07/15/2025 | Coupon | 58770JAD6 | 350,000.00 | MBALT 2024-A A3 5.32 01/18/2028 | | 1,551.85 | 1,551.85 |
| 07/16/2025 | Coupon | 362549AD9 | 370,000.00 | GMCAR 2025-2 A3 4.28 04/16/2030 | | 1,319.67 | 1,319.67 |
| 07/16/2025 | Coupon | 362554AC1 | 8,594.25 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 5.72 | 5.72 |
| 07/16/2025 | Principal Paydown | 362554AC1 | 8,594.25 | GMCAR 2021-4 A3 0.68 09/16/2026 | 7,221.92 | | 7,221.92 |
| 07/16/2025 | Coupon | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | | 281.60 | 281.60 |
| 07/16/2025 | Principal Paydown | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | 14,863.35 | | 14,863.35 |
| 07/16/2025 | Coupon | 380146AC4 | 14,481.05 | GMCAR 2022-1 A3 1.26 11/16/2026 | | 10.57 | 10.57 |
| 07/16/2025 | Principal Paydown | 380146AC4 | 14,481.05 | GMCAR 2022-1 A3 1.26 11/16/2026 | 7,137.84 | | 7,137.84 |
| 07/17/2025 | Coupon | 61747YET8 | 1,000,000.00 | MORGAN STANLEY 4.679 07/17/2026 | | 23,395.00 | 23,395.00 |
| 07/17/2025 | Effective Maturity | 61747YET8 | 1,000,000.00 | MORGAN STANLEY 4.679 07/17/2026 | 1,000,000.00 | | 1,000,000.00 |
| 07/18/2025 | Coupon | 43815PAC3 | 88,978.94 | HAROT 2022-2 A3 3.73 07/20/2026 | | 241.03 | 241.03 |
| 07/18/2025 | Principal Paydown | 43815PAC3 | 88,978.94 | HAROT 2022-2 A3 3.73 07/20/2026 | 16,186.27 | | 16,186.27 |
| 07/21/2025 | Coupon | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | | 1,929.96 | 1,929.96 |
| 07/21/2025 | Principal Paydown | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | 3,235.56 | | 3,235.56 |
| 07/21/2025 | Coupon | 362962AD4 | 705,000.00 | GMALT 2025-2 A3 4.58 05/20/2028 | | 2,814.13 | 2,814.13 |
| 07/21/2025 | Coupon | 379929AD4 | 196,364.82 | GMALT 2023-3 A3 5.38 11/20/2026 | | 739.53 | 739.53 |
| 07/21/2025 | Principal Paydown | 379929AD4 | 196,364.82 | GMALT 2023-3 A3 5.38 11/20/2026 | 32,769.64 | | 32,769.64 |
| 07/21/2025 | Coupon | 78016HZT0 | 1,245,000.00 | ROYAL BANK OF CANADA 4.875 01/19/2027 | | 30,346.88 | 30,346.88 |

CASH FLOW REPORT



Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|-------------------|-----------|--------------|--|------------------|-----------|--------------|
| 07/21/2025 | Coupon | 92348KDY6 | 1,050,000.00 | VZMT 2025-3 A1A 4.51 03/20/2030 | | 3,946.25 | 3,946.25 |
| 07/22/2025 | Coupon | 3133EPW68 | 1,400,000.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026 | | 28,875.00 | 28,875.00 |
| 07/25/2025 | Coupon | 05602RAD3 | 42,944.94 | BMWOT 2022-A A3 3.21 08/25/2026 | | 86.37 | 86.37 |
| 07/25/2025 | Principal Paydown | 05602RAD3 | 42,944.94 | BMWOT 2022-A A3 3.21 08/25/2026 | 11,557.93 | | 11,557.93 |
| 07/25/2025 | Coupon | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | | 4,150.00 | 4,150.00 |
| 07/25/2025 | Principal Paydown | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | 17,594.12 | | 17,594.12 |
| 07/25/2025 | Coupon | 096919AD7 | 600,000.00 | BMWOT 2024-A A3 5.18 02/26/2029 | | 2,590.00 | 2,590.00 |
| 07/25/2025 | Coupon | 3137BM7C4 | 1,062,103.27 | FHMS K-051 A2 3.308 09/25/2025 | | 2,948.72 | 2,948.72 |
| 07/25/2025 | Principal Paydown | 3137BM7C4 | 1,062,103.27 | FHMS K-051 A2 3.308 09/25/2025 | 71,392.77 | | 71,392.77 |
| 07/25/2025 | Coupon | 3137BSP72 | 2,000,000.00 | FHMS K-058 A2 2.653 08/25/2026 | | 4,421.67 | 4,421.67 |
| 07/25/2025 | Coupon | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | | 2,417.05 | 2,417.05 |
| 07/25/2025 | Principal Paydown | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | 1,878.50 | | 1,878.50 |
| 07/25/2025 | Coupon | 3137BVZ82 | 862,000.00 | FHMS K-063 A2 3.43 01/25/2027 | | 2,463.88 | 2,463.88 |
| 07/25/2025 | Coupon | 3137F1G44 | 1,000,000.00 | FHMS K-065 A2 3.243 04/25/2027 | | 2,702.50 | 2,702.50 |
| 07/25/2025 | Coupon | 3137F4X72 | 1,165,000.00 | FHMS K-075 A2 3.65 02/25/2028 | | 3,543.54 | 3,543.54 |
| 07/25/2025 | Coupon | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | | 3,257.93 | 3,257.93 |
| 07/25/2025 | Principal Paydown | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | 2,180.01 | | 2,180.01 |
| 07/25/2025 | Coupon | 3137FJEH8 | 1,250,000.00 | FHMS K-081 A2 3.9 08/25/2028 | | 4,062.50 | 4,062.50 |
| 07/25/2025 | Coupon | 3137FK4M5 | 2,000,000.00 | FHMS K-085 A2 4.06 10/25/2028 | | 6,766.67 | 6,766.67 |
| 07/25/2025 | Coupon | 3137FLMV3 | 2,000,000.00 | FHMS K-090 A2 3.422 02/25/2029 | | 5,703.33 | 5,703.33 |
| 07/25/2025 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 07/25/2025 | Coupon | 3137HA4B9 | 2,000,000.00 | FHMS K-751 A2 4.412 03/25/2030 | | 7,353.33 | 7,353.33 |
| 07/28/2025 | Coupon | 06368MJG0 | 1,500,000.00 | BANK OF MONTREAL 5.004 01/27/2029 | | 37,530.00 | 37,530.00 |
| 07/28/2025 | Coupon | 09290DAH4 | 750,000.00 | BLACKROCK INC 4.6 07/26/2027 | | 17,250.00 | 17,250.00 |
| 07/30/2025 | Coupon | 3133EPZY4 | 2,000,000.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026 | | 50,000.00 | 50,000.00 |
| 07/31/2025 | Coupon | 91282CAB7 | 2,000,000.00 | UNITED STATES TREASURY 0.25 07/31/2025 | | 2,500.00 | 2,500.00 |
| 07/31/2025 | Final Maturity | 91282CAB7 | 2,000,000.00 | UNITED STATES TREASURY 0.25 07/31/2025 | 2,000,000.00 | | 2,000,000.00 |
| 07/31/2025 | Coupon | 91282CFB2 | 2,000,000.00 | UNITED STATES TREASURY 2.75 07/31/2027 | | 27,500.00 | 27,500.00 |
| 07/31/2025 | Coupon | 91282CGH8 | 1,500,000.00 | UNITED STATES TREASURY 3.5 01/31/2028 | | 26,250.00 | 26,250.00 |
| 07/31/2025 | Coupon | 91282CLC3 | 2,000,000.00 | UNITED STATES TREASURY 4.0 07/31/2029 | | 40,000.00 | 40,000.00 |

CASH FLOW REPORT



Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|------------------------|--------------------|-----------|--------------|---|---------------------|-------------------|---------------------|
| July 2025 Total | | | | | 3,198,464.72 | 467,450.88 | 3,665,915.60 |
| AUGUST 2025 | | | | | | | |
| 08/11/2025 | Coupon | 69371RS56 | 1,450,000.00 | PACCAR FINANCIAL CORP 5.05 08/10/2026 | | 36,612.50 | 36,612.50 |
| 08/12/2025 | Coupon | 14913R2Z9 | 1,375,000.00 | CATERPILLAR FINANCIAL SERVICES CORP 3.65 08/12/2025 | | 25,093.75 | 25,093.75 |
| 08/12/2025 | Final Maturity | 14913R2Z9 | 1,375,000.00 | CATERPILLAR FINANCIAL SERVICES CORP 3.65 08/12/2025 | 1,375,000.00 | | 1,375,000.00 |
| 08/14/2025 | Coupon | 3133EPSW6 | 2,405,000.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026 | | 54,112.50 | 54,112.50 |
| 08/14/2025 | Coupon | 532457CP1 | 1,250,000.00 | ELI LILLY AND CO 4.15 08/14/2027 | | 25,937.50 | 25,937.50 |
| 08/15/2025 | Coupon | 02582JKH2 | 640,000.00 | AMXCA 2024-1 A 5.23 04/16/2029 | | 2,789.33 | 2,789.33 |
| 08/15/2025 | Coupon | 02582JKP4 | 1,255,000.00 | AMXCA 2025-2 A 4.28 04/15/2030 | | 4,476.17 | 4,476.17 |
| 08/15/2025 | Coupon | 161571HT4 | 1,320,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 5,676.00 | 5,676.00 |
| 08/15/2025 | Coupon | 26442UAA2 | 1,000,000.00 | DUKE ENERGY PROGRESS LLC 3.25 08/15/2025 | | 16,250.00 | 16,250.00 |
| 08/15/2025 | Final Maturity | 26442UAA2 | 1,000,000.00 | DUKE ENERGY PROGRESS LLC 3.25 08/15/2025 | 1,000,000.00 | | 1,000,000.00 |
| 08/15/2025 | Coupon | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | | 5,427.08 | 5,427.08 |
| 08/15/2025 | Coupon | 47787JAC2 | 51,967.30 | JDOT 2022 A3 2.32 09/15/2026 | | 58.76 | 58.76 |
| 08/15/2025 | Principal Paydown | 47787JAC2 | 51,967.30 | JDOT 2022 A3 2.32 09/15/2026 | 11,277.40 | | 11,277.40 |
| 08/15/2025 | Coupon | 47800DAD6 | 670,000.00 | JDOT 2025 A3 4.23 09/17/2029 | | 2,361.75 | 2,361.75 |
| 08/15/2025 | Coupon | 47800RAD5 | 335,000.00 | JDOT 2024 A3 4.96 11/15/2028 | | 1,384.67 | 1,384.67 |
| 08/15/2025 | Coupon | 58768YAD7 | 770,000.00 | MBALT 2025-A A3 4.61 04/16/2029 | | 2,958.08 | 2,958.08 |
| 08/15/2025 | Coupon | 58769GAD5 | 545,000.00 | MBALT 2024-B A3 4.23 02/15/2028 | | 1,921.13 | 1,921.13 |
| 08/15/2025 | Coupon | 58770JAD6 | 350,000.00 | MBALT 2024-A A3 5.32 01/18/2028 | | 1,551.85 | 1,551.85 |
| 08/15/2025 | Coupon | 9128283W8 | 2,750,000.00 | UNITED STATES TREASURY 2.75 02/15/2028 | | 37,812.50 | 37,812.50 |
| 08/15/2025 | Coupon | 9128284V9 | 2,500,000.00 | UNITED STATES TREASURY 2.875 08/15/2028 | | 35,937.50 | 35,937.50 |
| 08/18/2025 | Coupon | 06428CAA2 | 1,000,000.00 | BANK OF AMERICA NA 5.526 08/18/2026 | | 27,630.00 | 27,630.00 |
| 08/18/2025 | Coupon | 362549AD9 | 370,000.00 | GMCAR 2025-2 A3 4.28 04/16/2030 | | 1,319.67 | 1,319.67 |
| 08/18/2025 | Coupon | 362554AC1 | 8,594.25 | GMCAR 2021-4 A3 0.68 09/16/2026 | | 1.63 | 1.63 |
| 08/18/2025 | Effective Maturity | 362554AC1 | 8,594.25 | GMCAR 2021-4 A3 0.68 09/16/2026 | 2,878.27 | | 2,878.27 |
| 08/18/2025 | Coupon | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | | 236.51 | 236.51 |
| 08/18/2025 | Principal Paydown | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | 14,410.18 | | 14,410.18 |
| 08/18/2025 | Coupon | 380146AC4 | 14,481.05 | GMCAR 2022-1 A3 1.26 11/16/2026 | | 3.07 | 3.07 |

CASH FLOW REPORT



Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|--------------------|-----------|--------------|----------------------------------|------------------|-----------|--------------|
| 08/18/2025 | Effective Maturity | 380146AC4 | 14,481.05 | GMCAR 2022-1 A3 1.26 11/16/2026 | 2,925.09 | | 2,925.09 |
| 08/18/2025 | Coupon | 43815PAC3 | 88,978.94 | HAROT 2022-2 A3 3.73 07/20/2026 | | 190.72 | 190.72 |
| 08/18/2025 | Principal Paydown | 43815PAC3 | 88,978.94 | HAROT 2022-2 A3 3.73 07/20/2026 | 15,691.53 | | 15,691.53 |
| 08/20/2025 | Coupon | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | | 1,916.23 | 1,916.23 |
| 08/20/2025 | Principal Paydown | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | 35,872.19 | | 35,872.19 |
| 08/20/2025 | Coupon | 362962AD4 | 705,000.00 | GMALT 2025-2 A3 4.58 05/20/2028 | | 2,814.13 | 2,814.13 |
| 08/20/2025 | Coupon | 379929AD4 | 196,364.82 | GMALT 2023-3 A3 5.38 11/20/2026 | | 592.62 | 592.62 |
| 08/20/2025 | Principal Paydown | 379929AD4 | 196,364.82 | GMALT 2023-3 A3 5.38 11/20/2026 | 31,304.24 | | 31,304.24 |
| 08/20/2025 | Coupon | 92348KDY6 | 1,050,000.00 | VZMT 2025-3 A1A 4.51 03/20/2030 | | 3,946.25 | 3,946.25 |
| 08/22/2025 | Coupon | 023135BC9 | 1,000,000.00 | AMAZON.COM INC 3.15 08/22/2027 | | 15,750.00 | 15,750.00 |
| 08/25/2025 | Coupon | 037833BY5 | 1,000,000.00 | APPLE INC 3.25 02/23/2026 | | 16,250.00 | 16,250.00 |
| 08/25/2025 | Coupon | 05602RAD3 | 42,944.94 | BMWOT 2022-A A3 3.21 08/25/2026 | | 55.46 | 55.46 |
| 08/25/2025 | Principal Paydown | 05602RAD3 | 42,944.94 | BMWOT 2022-A A3 3.21 08/25/2026 | 11,176.87 | | 11,176.87 |
| 08/25/2025 | Coupon | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | | 4,076.98 | 4,076.98 |
| 08/25/2025 | Principal Paydown | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | 84,749.47 | | 84,749.47 |
| 08/25/2025 | Coupon | 096919AD7 | 600,000.00 | BMWOT 2024-A A3 5.18 02/26/2029 | | 2,590.00 | 2,590.00 |
| 08/25/2025 | Coupon | 3137BM7C4 | 1,062,103.27 | FHMS K-051 A2 3.308 09/25/2025 | | 2,751.92 | 2,751.92 |
| 08/25/2025 | Principal Paydown | 3137BM7C4 | 1,062,103.27 | FHMS K-051 A2 3.308 09/25/2025 | 372,778.78 | | 372,778.78 |
| 08/25/2025 | Coupon | 3137BSP72 | 2,000,000.00 | FHMS K-058 A2 2.653 08/25/2026 | | 4,421.67 | 4,421.67 |
| 08/25/2025 | Coupon | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | | 2,411.81 | 2,411.81 |
| 08/25/2025 | Principal Paydown | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | 1,780.63 | | 1,780.63 |
| 08/25/2025 | Coupon | 3137BVZ82 | 862,000.00 | FHMS K-063 A2 3.43 01/25/2027 | | 2,463.88 | 2,463.88 |
| 08/25/2025 | Coupon | 3137F1G44 | 1,000,000.00 | FHMS K-065 A2 3.243 04/25/2027 | | 2,702.50 | 2,702.50 |
| 08/25/2025 | Coupon | 3137F4X72 | 1,165,000.00 | FHMS K-075 A2 3.65 02/25/2028 | | 3,543.54 | 3,543.54 |
| 08/25/2025 | Coupon | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | | 3,252.14 | 3,252.14 |
| 08/25/2025 | Principal Paydown | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | 2,052.63 | | 2,052.63 |
| 08/25/2025 | Coupon | 3137FJEH8 | 1,250,000.00 | FHMS K-081 A2 3.9 08/25/2028 | | 4,062.50 | 4,062.50 |
| 08/25/2025 | Coupon | 3137FK4M5 | 2,000,000.00 | FHMS K-085 A2 4.06 10/25/2028 | | 6,766.67 | 6,766.67 |
| 08/25/2025 | Coupon | 3137FLMV3 | 2,000,000.00 | FHMS K-090 A2 3.422 02/25/2029 | | 5,703.33 | 5,703.33 |
| 08/25/2025 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 08/25/2025 | Coupon | 3137HA4B9 | 2,000,000.00 | FHMS K-751 A2 4.412 03/25/2030 | | 7,353.33 | 7,353.33 |
| 08/26/2025 | Coupon | 17275RBQ4 | 1,500,000.00 | CISCO SYSTEMS INC 4.8 02/26/2027 | | 36,000.00 | 36,000.00 |

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Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------------------|-------------------|-----------|--------------|--|---------------------|-------------------|---------------------|
| August 2025 Total | | | | | 2,961,897.29 | 421,992.63 | 3,383,889.92 |
| SEPTEMBER 2025 | | | | | | | |
| 09/02/2025 | Coupon | 91282CAJ0 | 1,000,000.00 | UNITED STATES TREASURY 0.25 08/31/2025 | | 1,250.00 | 1,250.00 |
| 09/02/2025 | Final Maturity | 91282CAJ0 | 1,000,000.00 | UNITED STATES TREASURY 0.25 08/31/2025 | 1,000,000.00 | | 1,000,000.00 |
| 09/02/2025 | Coupon | 91282CFH9 | 2,500,000.00 | UNITED STATES TREASURY 3.125 08/31/2027 | | 39,062.50 | 39,062.50 |
| 09/02/2025 | Coupon | 91282CFJ5 | 2,750,000.00 | UNITED STATES TREASURY 3.125 08/31/2029 | | 42,968.75 | 42,968.75 |
| 09/02/2025 | Coupon | 91282CKD2 | 2,250,000.00 | UNITED STATES TREASURY 4.25 02/28/2029 | | 47,812.50 | 47,812.50 |
| 09/10/2025 | Coupon | 3130ATS57 | 3,000,000.00 | FEDERAL HOME LOAN BANKS 4.5 03/10/2028 | | 67,500.00 | 67,500.00 |
| 09/11/2025 | Coupon | 3130AWTQ3 | 4,500,000.00 | FEDERAL HOME LOAN BANKS 4.625 09/11/2026 | | 104,062.50 | 104,062.50 |
| 09/15/2025 | Coupon | 02582JKH2 | 640,000.00 | AMXCA 2024-1 A 5.23 04/16/2029 | | 2,789.33 | 2,789.33 |
| 09/15/2025 | Coupon | 02582JKP4 | 1,255,000.00 | AMXCA 2025-2 A 4.28 04/15/2030 | | 4,476.17 | 4,476.17 |
| 09/15/2025 | Coupon | 161571HT4 | 1,320,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 5,676.00 | 5,676.00 |
| 09/15/2025 | Coupon | 437076CR1 | 1,000,000.00 | HOME DEPOT INC 4.0 09/15/2025 | | 20,000.00 | 20,000.00 |
| 09/15/2025 | Final Maturity | 437076CR1 | 1,000,000.00 | HOME DEPOT INC 4.0 09/15/2025 | 1,000,000.00 | | 1,000,000.00 |
| 09/15/2025 | Coupon | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | | 5,427.08 | 5,427.08 |
| 09/15/2025 | Coupon | 47787JAC2 | 51,967.30 | JDOT 2022 A3 2.32 09/15/2026 | | 36.96 | 36.96 |
| 09/15/2025 | Principal Paydown | 47787JAC2 | 51,967.30 | JDOT 2022 A3 2.32 09/15/2026 | 10,984.00 | | 10,984.00 |
| 09/15/2025 | Coupon | 47800DAD6 | 670,000.00 | JDOT 2025 A3 4.23 09/17/2029 | | 2,361.75 | 2,361.75 |
| 09/15/2025 | Coupon | 47800RAD5 | 335,000.00 | JDOT 2024 A3 4.96 11/15/2028 | | 1,384.67 | 1,384.67 |
| 09/15/2025 | Coupon | 58768YAD7 | 770,000.00 | MBALT 2025-A A3 4.61 04/16/2029 | | 2,958.08 | 2,958.08 |
| 09/15/2025 | Coupon | 58769GAD5 | 545,000.00 | MBALT 2024-B A3 4.23 02/15/2028 | | 1,921.13 | 1,921.13 |
| 09/15/2025 | Coupon | 58770JAD6 | 350,000.00 | MBALT 2024-A A3 5.32 01/18/2028 | | 1,551.85 | 1,551.85 |
| 09/16/2025 | Coupon | 362549AD9 | 370,000.00 | GMCAR 2025-2 A3 4.28 04/16/2030 | | 1,319.67 | 1,319.67 |
| 09/16/2025 | Coupon | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | | 192.80 | 192.80 |
| 09/16/2025 | Principal Paydown | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | 14,096.67 | | 14,096.67 |
| 09/18/2025 | Coupon | 43815PAC3 | 88,978.94 | HAROT 2022-2 A3 3.73 07/20/2026 | | 141.94 | 141.94 |
| 09/18/2025 | Principal Paydown | 43815PAC3 | 88,978.94 | HAROT 2022-2 A3 3.73 07/20/2026 | 15,296.31 | | 15,296.31 |
| 09/18/2025 | Coupon | 857477CL5 | 1,210,000.00 | STATE STREET CORP 4.993 03/18/2027 | | 30,207.65 | 30,207.65 |
| 09/22/2025 | Coupon | 3133EPWK7 | 2,000,000.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028 | | 45,000.00 | 45,000.00 |
| 09/22/2025 | Coupon | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | | 1,764.08 | 1,764.08 |

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Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|-------------------|-----------|--------------|--|------------------|-----------|--------------|
| 09/22/2025 | Principal Paydown | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | 54,044.10 | | 54,044.10 |
| 09/22/2025 | Coupon | 362962AD4 | 705,000.00 | GMALT 2025-2 A3 4.58 05/20/2028 | | 2,814.13 | 2,814.13 |
| 09/22/2025 | Coupon | 379929AD4 | 196,364.82 | GMALT 2023-3 A3 5.38 11/20/2026 | | 452.27 | 452.27 |
| 09/22/2025 | Principal Paydown | 379929AD4 | 196,364.82 | GMALT 2023-3 A3 5.38 11/20/2026 | 36,040.18 | | 36,040.18 |
| 09/22/2025 | Coupon | 89236TKJ3 | 1,000,000.00 | TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027 | | 22,750.00 | 22,750.00 |
| 09/22/2025 | Coupon | 92348KDY6 | 1,050,000.00 | VZMT 2025-3 A1A 4.51 03/20/2030 | | 3,946.25 | 3,946.25 |
| 09/25/2025 | Coupon | 05602RAD3 | 42,944.94 | BMWOT 2022-A A3 3.21 08/25/2026 | | 25.56 | 25.56 |
| 09/25/2025 | Principal Paydown | 05602RAD3 | 42,944.94 | BMWOT 2022-A A3 3.21 08/25/2026 | 9,471.37 | | 9,471.37 |
| 09/25/2025 | Coupon | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | | 3,725.27 | 3,725.27 |
| 09/25/2025 | Principal Paydown | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | 83,241.40 | | 83,241.40 |
| 09/25/2025 | Coupon | 096919AD7 | 600,000.00 | BMWOT 2024-A A3 5.18 02/26/2029 | | 2,590.00 | 2,590.00 |
| 09/25/2025 | Coupon | 3137BM7C4 | 1,062,103.27 | FHMS K-051 A2 3.308 09/25/2025 | | 1,724.29 | 1,724.29 |
| 09/25/2025 | Final Maturity | 3137BM7C4 | 1,062,103.27 | FHMS K-051 A2 3.308 09/25/2025 | 625,497.57 | | 625,497.57 |
| 09/25/2025 | Coupon | 3137BSP72 | 2,000,000.00 | FHMS K-058 A2 2.653 08/25/2026 | | 4,421.67 | 4,421.67 |
| 09/25/2025 | Coupon | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | | 2,406.84 | 2,406.84 |
| 09/25/2025 | Principal Paydown | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | 1,786.29 | | 1,786.29 |
| 09/25/2025 | Coupon | 3137BVZ82 | 862,000.00 | FHMS K-063 A2 3.43 01/25/2027 | | 2,463.88 | 2,463.88 |
| 09/25/2025 | Coupon | 3137F1G44 | 1,000,000.00 | FHMS K-065 A2 3.243 04/25/2027 | | 2,702.50 | 2,702.50 |
| 09/25/2025 | Coupon | 3137F4X72 | 1,165,000.00 | FHMS K-075 A2 3.65 02/25/2028 | | 3,543.54 | 3,543.54 |
| 09/25/2025 | Coupon | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | | 3,246.69 | 3,246.69 |
| 09/25/2025 | Principal Paydown | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | 2,059.37 | | 2,059.37 |
| 09/25/2025 | Coupon | 3137FJEH8 | 1,250,000.00 | FHMS K-081 A2 3.9 08/25/2028 | | 4,062.50 | 4,062.50 |
| 09/25/2025 | Coupon | 3137FK4M5 | 2,000,000.00 | FHMS K-085 A2 4.06 10/25/2028 | | 6,766.67 | 6,766.67 |
| 09/25/2025 | Coupon | 3137FLMV3 | 2,000,000.00 | FHMS K-090 A2 3.422 02/25/2029 | | 5,703.33 | 5,703.33 |
| 09/25/2025 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 09/25/2025 | Coupon | 3137HA4B9 | 2,000,000.00 | FHMS K-751 A2 4.412 03/25/2030 | | 7,353.33 | 7,353.33 |
| 09/26/2025 | Coupon | 3133EP6K6 | 1,000,000.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027 | | 22,500.00 | 22,500.00 |
| 09/29/2025 | Coupon | 57629TBW6 | 1,340,000.00 | MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028 | | 29,815.00 | 29,815.00 |
| 09/30/2025 | Coupon | 9128285C0 | 3,250,000.00 | UNITED STATES TREASURY 3.0 09/30/2025 | | 48,750.00 | 48,750.00 |
| 09/30/2025 | Final Maturity | 9128285C0 | 3,250,000.00 | UNITED STATES TREASURY 3.0 09/30/2025 | 3,250,000.00 | | 3,250,000.00 |

CASH FLOW REPORT



Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|-----------------------------|--------------------|-----------|--------------|---|---------------------|-------------------|---------------------|
| 09/30/2025 | Coupon | 9128286L9 | 2,500,000.00 | UNITED STATES TREASURY 2.25 03/31/2026 | | 28,125.00 | 28,125.00 |
| 09/30/2025 | Coupon | 91282CEF4 | 2,500,000.00 | UNITED STATES TREASURY 2.5 03/31/2027 | | 31,250.00 | 31,250.00 |
| 09/30/2025 | Coupon | 91282CFM8 | 1,600,000.00 | UNITED STATES TREASURY 4.125 09/30/2027 | | 33,000.00 | 33,000.00 |
| September 2025 Total | | | | | 6,102,517.25 | 706,829.13 | 6,809,346.38 |
| OCTOBER 2025 | | | | | | | |
| 10/01/2025 | Coupon | 64952WFJ7 | 1,000,000.00 | NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027 | | 19,500.00 | 19,500.00 |
| 10/09/2025 | Coupon | 3130B0TY5 | 1,500,000.00 | FEDERAL HOME LOAN BANKS 4.75 04/09/2027 | | 35,625.00 | 35,625.00 |
| 10/10/2025 | Coupon | 57629W6F2 | 750,000.00 | MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026 | | 16,875.00 | 16,875.00 |
| 10/15/2025 | Coupon | 02582JKH2 | 640,000.00 | AMXCA 2024-1 A 5.23 04/16/2029 | | 2,789.33 | 2,789.33 |
| 10/15/2025 | Coupon | 02582JKP4 | 1,255,000.00 | AMXCA 2025-2 A 4.28 04/15/2030 | | 4,476.17 | 4,476.17 |
| 10/15/2025 | Coupon | 161571HT4 | 1,320,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 5,676.00 | 5,676.00 |
| 10/15/2025 | Coupon | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | | 5,427.08 | 5,427.08 |
| 10/15/2025 | Principal Paydown | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | 64,564.29 | | 64,564.29 |
| 10/15/2025 | Coupon | 47787JAC2 | 51,967.30 | JDOT 2022 A3 2.32 09/15/2026 | | 15.72 | 15.72 |
| 10/15/2025 | Effective Maturity | 47787JAC2 | 51,967.30 | JDOT 2022 A3 2.32 09/15/2026 | 8,133.10 | | 8,133.10 |
| 10/15/2025 | Coupon | 47800DAD6 | 670,000.00 | JDOT 2025 A3 4.23 09/17/2029 | | 2,361.75 | 2,361.75 |
| 10/15/2025 | Coupon | 47800RAD5 | 335,000.00 | JDOT 2024 A3 4.96 11/15/2028 | | 1,384.67 | 1,384.67 |
| 10/15/2025 | Coupon | 58768YAD7 | 770,000.00 | MBALT 2025-A A3 4.61 04/16/2029 | | 2,958.08 | 2,958.08 |
| 10/15/2025 | Coupon | 58769GAD5 | 545,000.00 | MBALT 2024-B A3 4.23 02/15/2028 | | 1,921.13 | 1,921.13 |
| 10/15/2025 | Coupon | 58770JAD6 | 350,000.00 | MBALT 2024-A A3 5.32 01/18/2028 | | 1,551.85 | 1,551.85 |
| 10/15/2025 | Coupon | 91282CGV7 | 2,000,000.00 | UNITED STATES TREASURY 3.75 04/15/2026 | | 37,500.00 | 37,500.00 |
| 10/15/2025 | Coupon | 91324PDE9 | 1,250,000.00 | UNITEDHEALTH GROUP INC 2.95 10/15/2027 | | 18,437.50 | 18,437.50 |
| 10/16/2025 | Coupon | 362549AD9 | 370,000.00 | GMCAR 2025-2 A3 4.28 04/16/2030 | | 1,319.67 | 1,319.67 |
| 10/16/2025 | Coupon | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | | 150.04 | 150.04 |
| 10/16/2025 | Principal Paydown | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | 13,203.10 | | 13,203.10 |
| 10/20/2025 | Coupon | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | | 1,534.84 | 1,534.84 |
| 10/20/2025 | Principal Paydown | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | 52,897.79 | | 52,897.79 |
| 10/20/2025 | Coupon | 362962AD4 | 705,000.00 | GMALT 2025-2 A3 4.58 05/20/2028 | | 2,814.13 | 2,814.13 |
| 10/20/2025 | Coupon | 379929AD4 | 196,364.82 | GMALT 2023-3 A3 5.38 11/20/2026 | | 290.69 | 290.69 |

CASH FLOW REPORT



Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---------------------------|--------------------|-----------|--------------|---|---------------------|-------------------|---------------------|
| 10/20/2025 | Principal Paydown | 379929AD4 | 196,364.82 | GMALT 2023-3 A3 5.38 11/20/2026 | 33,724.55 | | 33,724.55 |
| 10/20/2025 | Coupon | 43815PAC3 | 88,978.94 | HAROT 2022-2 A3 3.73 07/20/2026 | | 94.40 | 94.40 |
| 10/20/2025 | Principal Paydown | 43815PAC3 | 88,978.94 | HAROT 2022-2 A3 3.73 07/20/2026 | 14,745.27 | | 14,745.27 |
| 10/20/2025 | Coupon | 92348KDY6 | 1,050,000.00 | VZMT 2025-3 A1A 4.51 03/20/2030 | | 3,946.25 | 3,946.25 |
| 10/27/2025 | Coupon | 05602RAD3 | 42,944.94 | BMWOT 2022-A A3 3.21 08/25/2026 | | 0.22 | 0.22 |
| 10/27/2025 | Effective Maturity | 05602RAD3 | 42,944.94 | BMWOT 2022-A A3 3.21 08/25/2026 | 82.64 | | 82.64 |
| 10/27/2025 | Coupon | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | | 3,379.82 | 3,379.82 |
| 10/27/2025 | Principal Paydown | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | 83,754.29 | | 83,754.29 |
| 10/27/2025 | Coupon | 096919AD7 | 600,000.00 | BMWOT 2024-A A3 5.18 02/26/2029 | | 2,590.00 | 2,590.00 |
| 10/27/2025 | Coupon | 3137BSP72 | 2,000,000.00 | FHMS K-058 A2 2.653 08/25/2026 | | 4,421.67 | 4,421.67 |
| 10/27/2025 | Coupon | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | | 2,401.86 | 2,401.86 |
| 10/27/2025 | Principal Paydown | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | 1,895.19 | | 1,895.19 |
| 10/27/2025 | Coupon | 3137BVZ82 | 862,000.00 | FHMS K-063 A2 3.43 01/25/2027 | | 2,463.88 | 2,463.88 |
| 10/27/2025 | Coupon | 3137F1G44 | 1,000,000.00 | FHMS K-065 A2 3.243 04/25/2027 | | 2,702.50 | 2,702.50 |
| 10/27/2025 | Coupon | 3137F4X72 | 1,165,000.00 | FHMS K-075 A2 3.65 02/25/2028 | | 3,543.54 | 3,543.54 |
| 10/27/2025 | Coupon | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | | 3,241.22 | 3,241.22 |
| 10/27/2025 | Principal Paydown | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | 2,199.94 | | 2,199.94 |
| 10/27/2025 | Coupon | 3137FJEH8 | 1,250,000.00 | FHMS K-081 A2 3.9 08/25/2028 | | 4,062.50 | 4,062.50 |
| 10/27/2025 | Coupon | 3137FK4M5 | 2,000,000.00 | FHMS K-085 A2 4.06 10/25/2028 | | 6,766.67 | 6,766.67 |
| 10/27/2025 | Coupon | 3137FLMV3 | 2,000,000.00 | FHMS K-090 A2 3.422 02/25/2029 | | 5,703.33 | 5,703.33 |
| 10/27/2025 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 10/27/2025 | Coupon | 3137HA4B9 | 2,000,000.00 | FHMS K-751 A2 4.412 03/25/2030 | | 7,353.33 | 7,353.33 |
| 10/31/2025 | Coupon | 9128285J5 | 2,500,000.00 | UNITED STATES TREASURY 3.0 10/31/2025 | | 37,500.00 | 37,500.00 |
| 10/31/2025 | Final Maturity | 9128285J5 | 2,500,000.00 | UNITED STATES TREASURY 3.0 10/31/2025 | 2,500,000.00 | | 2,500,000.00 |
| 10/31/2025 | Coupon | 91282CFT3 | 1,700,000.00 | UNITED STATES TREASURY 4.0 10/31/2029 | | 34,000.00 | 34,000.00 |
| October 2025 Total | | | | | 2,775,200.15 | 289,604.84 | 3,064,804.99 |
| NOVEMBER 2025 | | | | | | | |
| 11/03/2025 | Coupon | 00440EAV9 | 1,000,000.00 | CHUBB INA HOLDINGS LLC 3.35 05/03/2026 | | 16,750.00 | 16,750.00 |
| 11/03/2025 | Coupon | 74456QBU9 | 750,000.00 | PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028 | | 13,875.00 | 13,875.00 |
| 11/05/2025 | Coupon | 459058LT8 | 1,335,000.00 | INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028 | | 24,062.45 | 24,062.45 |

CASH FLOW REPORT



Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|-------------------|-----------|--------------|---|------------------|-----------|--------------|
| 11/10/2025 | Coupon | 3133ERDZ1 | 1,000,000.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/08/2026 | | 23,750.00 | 23,750.00 |
| 11/10/2025 | Coupon | 665859AW4 | 1,000,000.00 | NORTHERN TRUST CORP 4.0 05/10/2027 | | 20,000.00 | 20,000.00 |
| 11/10/2025 | Coupon | 713448FW3 | 510,000.00 | PEPSICO INC 5.125 11/10/2026 | | 13,068.75 | 13,068.75 |
| 11/17/2025 | Coupon | 009158AY2 | 1,500,000.00 | AIR PRODUCTS AND CHEMICALS INC 1.85 05/15/2027 | | 13,875.00 | 13,875.00 |
| 11/17/2025 | Coupon | 02582JKH2 | 640,000.00 | AMXCA 2024-1 A 5.23 04/16/2029 | | 2,789.33 | 2,789.33 |
| 11/17/2025 | Coupon | 02582JKP4 | 1,255,000.00 | AMXCA 2025-2 A 4.28 04/15/2030 | | 4,476.17 | 4,476.17 |
| 11/17/2025 | Coupon | 161571HT4 | 1,320,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 5,676.00 | 5,676.00 |
| 11/17/2025 | Coupon | 3130AXU63 | 1,750,000.00 | FEDERAL HOME LOAN BANKS 4.625 11/17/2026 | | 40,468.75 | 40,468.75 |
| 11/17/2025 | Coupon | 341081GN1 | 1,500,000.00 | FLORIDA POWER & LIGHT CO 4.4 05/15/2028 | | 33,000.00 | 33,000.00 |
| 11/17/2025 | Coupon | 362549AD9 | 370,000.00 | GMCAR 2025-2 A3 4.28 04/16/2030 | | 1,319.67 | 1,319.67 |
| 11/17/2025 | Coupon | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | | 109.99 | 109.99 |
| 11/17/2025 | Principal Paydown | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | 12,481.14 | | 12,481.14 |
| 11/17/2025 | Coupon | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | | 5,146.77 | 5,146.77 |
| 11/17/2025 | Principal Paydown | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | 70,746.95 | | 70,746.95 |
| 11/17/2025 | Coupon | 47800DAD6 | 670,000.00 | JDOT 2025 A3 4.23 09/17/2029 | | 2,361.75 | 2,361.75 |
| 11/17/2025 | Coupon | 47800RAD5 | 335,000.00 | JDOT 2024 A3 4.96 11/15/2028 | | 1,384.67 | 1,384.67 |
| 11/17/2025 | Coupon | 58768YAD7 | 770,000.00 | MBALT 2025-A A3 4.61 04/16/2029 | | 2,958.08 | 2,958.08 |
| 11/17/2025 | Coupon | 58769GAD5 | 545,000.00 | MBALT 2024-B A3 4.23 02/15/2028 | | 1,921.13 | 1,921.13 |
| 11/17/2025 | Coupon | 58770JAD6 | 350,000.00 | MBALT 2024-A A3 5.32 01/18/2028 | | 1,551.85 | 1,551.85 |
| 11/17/2025 | Coupon | 90331HPS6 | 1,330,000.00 | US BANK NA 4.73 05/15/2028 | | 31,454.50 | 31,454.50 |
| 11/17/2025 | Coupon | 9128283F5 | 1,400,000.00 | UNITED STATES TREASURY 2.25 11/15/2027 | | 15,750.00 | 15,750.00 |
| 11/17/2025 | Coupon | 9128285M8 | 2,000,000.00 | UNITED STATES TREASURY 3.125 11/15/2028 | | 31,250.00 | 31,250.00 |
| 11/17/2025 | Coupon | 912828M56 | 2,500,000.00 | UNITED STATES TREASURY 2.25 11/15/2025 | | 28,125.00 | 28,125.00 |
| 11/17/2025 | Final Maturity | 912828M56 | 2,500,000.00 | UNITED STATES TREASURY 2.25 11/15/2025 | 2,500,000.00 | | 2,500,000.00 |
| 11/17/2025 | Coupon | 912828U24 | 3,000,000.00 | UNITED STATES TREASURY 2.0 11/15/2026 | | 30,000.00 | 30,000.00 |
| 11/18/2025 | Coupon | 43815PAC3 | 88,978.94 | HAROT 2022-2 A3 3.73 07/20/2026 | | 48.56 | 48.56 |
| 11/18/2025 | Principal Paydown | 43815PAC3 | 88,978.94 | HAROT 2022-2 A3 3.73 07/20/2026 | 14,353.42 | | 14,353.42 |
| 11/20/2025 | Coupon | 3133ERFJ5 | 1,000,000.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 05/20/2027 | | 22,500.00 | 22,500.00 |

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Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|----------------------|--------------------|-----------|--------------|---|---------------------|-------------------|---------------------|
| 11/20/2025 | Coupon | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | | 1,310.46 | 1,310.46 |
| 11/20/2025 | Principal Paydown | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | 49,287.22 | | 49,287.22 |
| 11/20/2025 | Coupon | 362962AD4 | 705,000.00 | GMALT 2025-2 A3 4.58 05/20/2028 | | 2,814.13 | 2,814.13 |
| 11/20/2025 | Coupon | 379929AD4 | 196,364.82 | GMALT 2023-3 A3 5.38 11/20/2026 | | 139.49 | 139.49 |
| 11/20/2025 | Effective Maturity | 379929AD4 | 196,364.82 | GMALT 2023-3 A3 5.38 11/20/2026 | 31,113.03 | | 31,113.03 |
| 11/20/2025 | Coupon | 92348KDY6 | 1,050,000.00 | VZMT 2025-3 A1A 4.51 03/20/2030 | | 3,946.25 | 3,946.25 |
| 11/25/2025 | Coupon | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | | 3,032.24 | 3,032.24 |
| 11/25/2025 | Principal Paydown | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | 87,158.48 | | 87,158.48 |
| 11/25/2025 | Coupon | 096919AD7 | 600,000.00 | BMWOT 2024-A A3 5.18 02/26/2029 | | 2,590.00 | 2,590.00 |
| 11/25/2025 | Coupon | 3137BSP72 | 2,000,000.00 | FHMS K-058 A2 2.653 08/25/2026 | | 4,421.67 | 4,421.67 |
| 11/25/2025 | Coupon | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | | 2,396.58 | 2,396.58 |
| 11/25/2025 | Principal Paydown | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | 1,798.01 | | 1,798.01 |
| 11/25/2025 | Coupon | 3137BVZ82 | 862,000.00 | FHMS K-063 A2 3.43 01/25/2027 | | 2,463.88 | 2,463.88 |
| 11/25/2025 | Coupon | 3137F1G44 | 1,000,000.00 | FHMS K-065 A2 3.243 04/25/2027 | | 2,702.50 | 2,702.50 |
| 11/25/2025 | Coupon | 3137F4X72 | 1,165,000.00 | FHMS K-075 A2 3.65 02/25/2028 | | 3,543.54 | 3,543.54 |
| 11/25/2025 | Coupon | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | | 3,235.38 | 3,235.38 |
| 11/25/2025 | Principal Paydown | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | 2,073.37 | | 2,073.37 |
| 11/25/2025 | Coupon | 3137FJEH8 | 1,250,000.00 | FHMS K-081 A2 3.9 08/25/2028 | | 4,062.50 | 4,062.50 |
| 11/25/2025 | Coupon | 3137FK4M5 | 2,000,000.00 | FHMS K-085 A2 4.06 10/25/2028 | | 6,766.67 | 6,766.67 |
| 11/25/2025 | Coupon | 3137FLMV3 | 2,000,000.00 | FHMS K-090 A2 3.422 02/25/2029 | | 5,703.33 | 5,703.33 |
| 11/25/2025 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 11/25/2025 | Coupon | 3137HA4B9 | 2,000,000.00 | FHMS K-751 A2 4.412 03/25/2030 | | 7,353.33 | 7,353.33 |
| November 2025 | | | | | | | |
| Total | | | | | 2,769,011.62 | 446,980.36 | 3,215,991.98 |
| DECEMBER 2025 | | | | | | | |
| 12/01/2025 | Coupon | 023135CN4 | 425,000.00 | AMAZON.COM INC 4.6 12/01/2025 | | 9,775.00 | 9,775.00 |
| 12/01/2025 | Final Maturity | 023135CN4 | 425,000.00 | AMAZON.COM INC 4.6 12/01/2025 | 425,000.00 | | 425,000.00 |
| 12/01/2025 | Coupon | 91282CFY2 | 3,000,000.00 | UNITED STATES TREASURY 3.875 11/30/2029 | | 58,125.00 | 58,125.00 |
| 12/08/2025 | Coupon | 48125LRU8 | 1,575,000.00 | JPMORGAN CHASE BANK NA 5.11 12/08/2026 | | 40,241.25 | 40,241.25 |
| 12/09/2025 | Coupon | 3130AVVX7 | 1,120,000.00 | FEDERAL HOME LOAN BANKS 3.75 06/09/2028 | | 21,000.00 | 21,000.00 |
| 12/09/2025 | Coupon | 3130AWC24 | 2,000,000.00 | FEDERAL HOME LOAN BANKS 4.0 06/09/2028 | | 40,000.00 | 40,000.00 |
| 12/12/2025 | Coupon | 3130AWLZ1 | 2,000,000.00 | FEDERAL HOME LOAN BANKS 4.75 06/12/2026 | | 47,500.00 | 47,500.00 |

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Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|--------------------|-----------|--------------|---|------------------|-----------|--------------|
| 12/15/2025 | Coupon | 02582JKH2 | 640,000.00 | AMXCA 2024-1 A 5.23 04/16/2029 | | 2,789.33 | 2,789.33 |
| 12/15/2025 | Coupon | 02582JKP4 | 1,255,000.00 | AMXCA 2025-2 A 4.28 04/15/2030 | | 4,476.17 | 4,476.17 |
| 12/15/2025 | Coupon | 161571HT4 | 1,320,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 5,676.00 | 5,676.00 |
| 12/15/2025 | Coupon | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | | 4,839.61 | 4,839.61 |
| 12/15/2025 | Principal Paydown | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | 66,897.67 | | 66,897.67 |
| 12/15/2025 | Coupon | 47800DAD6 | 670,000.00 | JDOT 2025 A3 4.23 09/17/2029 | | 2,361.75 | 2,361.75 |
| 12/15/2025 | Coupon | 47800RAD5 | 335,000.00 | JDOT 2024 A3 4.96 11/15/2028 | | 1,384.67 | 1,384.67 |
| 12/15/2025 | Coupon | 58768YAD7 | 770,000.00 | MBALT 2025-A A3 4.61 04/16/2029 | | 2,958.08 | 2,958.08 |
| 12/15/2025 | Coupon | 58769GAD5 | 545,000.00 | MBALT 2024-B A3 4.23 02/15/2028 | | 1,921.13 | 1,921.13 |
| 12/15/2025 | Coupon | 58770JAD6 | 350,000.00 | MBALT 2024-A A3 5.32 01/18/2028 | | 1,551.85 | 1,551.85 |
| 12/16/2025 | Coupon | 362549AD9 | 370,000.00 | GMCAR 2025-2 A3 4.28 04/16/2030 | | 1,319.67 | 1,319.67 |
| 12/16/2025 | Coupon | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | | 72.13 | 72.13 |
| 12/16/2025 | Principal Paydown | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | 11,867.00 | | 11,867.00 |
| 12/18/2025 | Coupon | 43815PAC3 | 88,978.94 | HAROT 2022-2 A3 3.73 07/20/2026 | | 3.95 | 3.95 |
| 12/18/2025 | Effective Maturity | 43815PAC3 | 88,978.94 | HAROT 2022-2 A3 3.73 07/20/2026 | 1,269.90 | | 1,269.90 |
| 12/22/2025 | Coupon | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | | 1,101.40 | 1,101.40 |
| 12/22/2025 | Principal Paydown | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | 44,410.26 | | 44,410.26 |
| 12/22/2025 | Coupon | 362962AD4 | 705,000.00 | GMALT 2025-2 A3 4.58 05/20/2028 | | 2,814.13 | 2,814.13 |
| 12/22/2025 | Coupon | 58989V2F0 | 1,000,000.00 | MET TOWER GLOBAL FUNDING 5.4 06/20/2026 | | 27,000.00 | 27,000.00 |
| 12/22/2025 | Coupon | 92348KDY6 | 1,050,000.00 | VZMT 2025-3 A1A 4.51 03/20/2030 | | 3,946.25 | 3,946.25 |
| 12/25/2025 | Coupon | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | | 2,670.53 | 2,670.53 |
| 12/25/2025 | Principal Paydown | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | 74,669.11 | | 74,669.11 |
| 12/25/2025 | Coupon | 096919AD7 | 600,000.00 | BMWOT 2024-A A3 5.18 02/26/2029 | | 2,590.00 | 2,590.00 |
| 12/25/2025 | Coupon | 3137BSP72 | 2,000,000.00 | FHMS K-058 A2 2.653 08/25/2026 | | 4,421.67 | 4,421.67 |
| 12/25/2025 | Coupon | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | | 2,391.56 | 2,391.56 |
| 12/25/2025 | Principal Paydown | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | 1,906.51 | | 1,906.51 |
| 12/25/2025 | Coupon | 3137BVZ82 | 862,000.00 | FHMS K-063 A2 3.43 01/25/2027 | | 2,463.88 | 2,463.88 |
| 12/25/2025 | Coupon | 3137F1G44 | 1,000,000.00 | FHMS K-065 A2 3.243 04/25/2027 | | 2,702.50 | 2,702.50 |
| 12/25/2025 | Coupon | 3137F4X72 | 1,165,000.00 | FHMS K-075 A2 3.65 02/25/2028 | | 3,543.54 | 3,543.54 |
| 12/25/2025 | Coupon | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | | 3,229.87 | 3,229.87 |
| 12/25/2025 | Principal Paydown | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | 2,213.48 | | 2,213.48 |
| 12/25/2025 | Coupon | 3137FJEH8 | 1,250,000.00 | FHMS K-081 A2 3.9 08/25/2028 | | 4,062.50 | 4,062.50 |

CASH FLOW REPORT



Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|----------------------------|-------------------|-----------|--------------|---|---------------------|-------------------|---------------------|
| 12/25/2025 | Coupon | 3137FK4M5 | 2,000,000.00 | FHMS K-085 A2 4.06 10/25/2028 | | 6,766.67 | 6,766.67 |
| 12/25/2025 | Coupon | 3137FLMV3 | 2,000,000.00 | FHMS K-090 A2 3.422 02/25/2029 | | 5,703.33 | 5,703.33 |
| 12/25/2025 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 12/25/2025 | Coupon | 3137HA4B9 | 2,000,000.00 | FHMS K-751 A2 4.412 03/25/2030 | | 7,353.33 | 7,353.33 |
| 12/26/2025 | Coupon | 437076DB5 | 740,000.00 | HOME DEPOT INC 4.875 06/25/2027 | | 18,037.50 | 18,037.50 |
| 12/31/2025 | Coupon | 9128285T3 | 2,500,000.00 | UNITED STATES TREASURY 2.625 12/31/2025 | | 32,812.50 | 32,812.50 |
| 12/31/2025 | Final Maturity | 9128285T3 | 2,500,000.00 | UNITED STATES TREASURY 2.625 12/31/2025 | 2,500,000.00 | | 2,500,000.00 |
| 12/31/2025 | Coupon | 912828YX2 | 1,750,000.00 | UNITED STATES TREASURY 1.75 12/31/2026 | | 15,312.50 | 15,312.50 |
| 12/31/2025 | Coupon | 91282CEW7 | 1,300,000.00 | UNITED STATES TREASURY 3.25 06/30/2027 | | 21,125.00 | 21,125.00 |
| December 2025 Total | | | | | 3,128,233.93 | 418,869.25 | 3,547,103.18 |
| JANUARY 2026 | | | | | | | |
| 01/07/2026 | Coupon | 24422EXZ7 | 700,000.00 | JOHN DEERE CAPITAL CORP 4.65 01/07/2028 | | 16,275.00 | 16,275.00 |
| 01/08/2026 | Coupon | 24422EXF1 | 1,000,000.00 | JOHN DEERE CAPITAL CORP 4.5 01/08/2027 | | 22,500.00 | 22,500.00 |
| 01/12/2026 | Coupon | 459058KT9 | 500,000.00 | INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028 | | 8,750.00 | 8,750.00 |
| 01/15/2026 | Coupon | 02582JKH2 | 640,000.00 | AMXCA 2024-1 A 5.23 04/16/2029 | | 2,789.33 | 2,789.33 |
| 01/15/2026 | Coupon | 02582JKP4 | 1,255,000.00 | AMXCA 2025-2 A 4.28 04/15/2030 | | 4,476.17 | 4,476.17 |
| 01/15/2026 | Coupon | 161571HT4 | 1,320,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 5,676.00 | 5,676.00 |
| 01/15/2026 | Coupon | 3130AYPN0 | 2,000,000.00 | FEDERAL HOME LOAN BANKS 4.125 01/15/2027 | | 41,250.00 | 41,250.00 |
| 01/15/2026 | Coupon | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | | 4,549.16 | 4,549.16 |
| 01/15/2026 | Principal Paydown | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | 65,582.84 | | 65,582.84 |
| 01/15/2026 | Coupon | 47800DAD6 | 670,000.00 | JDOT 2025 A3 4.23 09/17/2029 | | 2,361.75 | 2,361.75 |
| 01/15/2026 | Coupon | 47800RAD5 | 335,000.00 | JDOT 2024 A3 4.96 11/15/2028 | | 1,384.67 | 1,384.67 |
| 01/15/2026 | Principal Paydown | 47800RAD5 | 335,000.00 | JDOT 2024 A3 4.96 11/15/2028 | 26,747.95 | | 26,747.95 |
| 01/15/2026 | Coupon | 58768YAD7 | 770,000.00 | MBALT 2025-A A3 4.61 04/16/2029 | | 2,958.08 | 2,958.08 |
| 01/15/2026 | Coupon | 58769GAD5 | 545,000.00 | MBALT 2024-B A3 4.23 02/15/2028 | | 1,921.13 | 1,921.13 |
| 01/15/2026 | Principal Paydown | 58769GAD5 | 545,000.00 | MBALT 2024-B A3 4.23 02/15/2028 | 40,867.71 | | 40,867.71 |
| 01/15/2026 | Coupon | 58770JAD6 | 350,000.00 | MBALT 2024-A A3 5.32 01/18/2028 | | 1,551.85 | 1,551.85 |
| 01/15/2026 | Principal Paydown | 58770JAD6 | 350,000.00 | MBALT 2024-A A3 5.32 01/18/2028 | 21,099.20 | | 21,099.20 |
| 01/16/2026 | Coupon | 362549AD9 | 370,000.00 | GMCAR 2025-2 A3 4.28 04/16/2030 | | 1,319.67 | 1,319.67 |

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Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|-------------------|-----------|--------------|--|------------------|-----------|--------------|
| 01/16/2026 | Coupon | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | | 36.14 | 36.14 |
| 01/16/2026 | Principal Paydown | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | 11,640.84 | | 11,640.84 |
| 01/20/2026 | Coupon | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | | 913.03 | 913.03 |
| 01/20/2026 | Principal Paydown | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | 45,266.55 | | 45,266.55 |
| 01/20/2026 | Coupon | 362962AD4 | 705,000.00 | GMALT 2025-2 A3 4.58 05/20/2028 | | 2,814.13 | 2,814.13 |
| 01/20/2026 | Coupon | 78016HZT0 | 1,245,000.00 | ROYAL BANK OF CANADA 4.875 01/19/2027 | | 30,346.88 | 30,346.88 |
| 01/20/2026 | Coupon | 92348KDY6 | 1,050,000.00 | VZMT 2025-3 A1A 4.51 03/20/2030 | | 3,946.25 | 3,946.25 |
| 01/22/2026 | Coupon | 3133EPW68 | 1,400,000.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026 | | 28,875.00 | 28,875.00 |
| 01/22/2026 | Final Maturity | 3133EPW68 | 1,400,000.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 01/22/2026 | 1,400,000.00 | | 1,400,000.00 |
| 01/26/2026 | Coupon | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | | 2,360.66 | 2,360.66 |
| 01/26/2026 | Principal Paydown | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | 136,490.54 | | 136,490.54 |
| 01/26/2026 | Coupon | 09290DAH4 | 750,000.00 | BLACKROCK INC 4.6 07/26/2027 | | 17,250.00 | 17,250.00 |
| 01/26/2026 | Coupon | 096919AD7 | 600,000.00 | BMWOT 2024-A A3 5.18 02/26/2029 | | 2,590.00 | 2,590.00 |
| 01/26/2026 | Principal Paydown | 096919AD7 | 600,000.00 | BMWOT 2024-A A3 5.18 02/26/2029 | 3,763.09 | | 3,763.09 |
| 01/26/2026 | Coupon | 3137BSP72 | 2,000,000.00 | FHMS K-058 A2 2.653 08/25/2026 | | 4,421.67 | 4,421.67 |
| 01/26/2026 | Coupon | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | | 2,386.24 | 2,386.24 |
| 01/26/2026 | Principal Paydown | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | 1,809.81 | | 1,809.81 |
| 01/26/2026 | Coupon | 3137BVZ82 | 862,000.00 | FHMS K-063 A2 3.43 01/25/2027 | | 2,463.88 | 2,463.88 |
| 01/26/2026 | Coupon | 3137F1G44 | 1,000,000.00 | FHMS K-065 A2 3.243 04/25/2027 | | 2,702.50 | 2,702.50 |
| 01/26/2026 | Coupon | 3137F4X72 | 1,165,000.00 | FHMS K-075 A2 3.65 02/25/2028 | | 3,543.54 | 3,543.54 |
| 01/26/2026 | Coupon | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | | 3,223.99 | 3,223.99 |
| 01/26/2026 | Principal Paydown | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | 2,087.45 | | 2,087.45 |
| 01/26/2026 | Coupon | 3137FJEH8 | 1,250,000.00 | FHMS K-081 A2 3.9 08/25/2028 | | 4,062.50 | 4,062.50 |
| 01/26/2026 | Coupon | 3137FK4M5 | 2,000,000.00 | FHMS K-085 A2 4.06 10/25/2028 | | 6,766.67 | 6,766.67 |
| 01/26/2026 | Coupon | 3137FLMV3 | 2,000,000.00 | FHMS K-090 A2 3.422 02/25/2029 | | 5,703.33 | 5,703.33 |
| 01/26/2026 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 01/26/2026 | Coupon | 3137HA4B9 | 2,000,000.00 | FHMS K-751 A2 4.412 03/25/2030 | | 7,353.33 | 7,353.33 |
| 01/27/2026 | Coupon | 06368MJG0 | 1,500,000.00 | BANK OF MONTREAL 5.004 01/27/2029 | | 37,530.00 | 37,530.00 |
| 01/30/2026 | Coupon | 3133EPZY4 | 2,000,000.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026 | | 50,000.00 | 50,000.00 |

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Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|---------------------------|--------------------|-----------|--------------|--|---------------------|-------------------|---------------------|
| January 2026 Total | | | | | 1,755,356.00 | 339,877.54 | 2,095,233.54 |
| FEBRUARY 2026 | | | | | | | |
| 02/02/2026 | Coupon | 91282CFB2 | 2,000,000.00 | UNITED STATES TREASURY 2.75 07/31/2027 | | 27,500.00 | 27,500.00 |
| 02/02/2026 | Coupon | 91282CGH8 | 1,500,000.00 | UNITED STATES TREASURY 3.5 01/31/2028 | | 26,250.00 | 26,250.00 |
| 02/02/2026 | Coupon | 91282CLC3 | 2,000,000.00 | UNITED STATES TREASURY 4.0 07/31/2029 | | 40,000.00 | 40,000.00 |
| 02/10/2026 | Coupon | 69371RS56 | 1,450,000.00 | PACCAR FINANCIAL CORP 5.05 08/10/2026 | | 36,612.50 | 36,612.50 |
| 02/16/2026 | Coupon | 161571HT4 | 1,320,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 5,676.00 | 5,676.00 |
| 02/16/2026 | Coupon | 362549AD9 | 370,000.00 | GMCAR 2025-2 A3 4.28 04/16/2030 | | 1,319.67 | 1,319.67 |
| 02/16/2026 | Coupon | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | | 0.83 | 0.83 |
| 02/16/2026 | Effective Maturity | 36265WAD5 | 103,019.62 | GMCAR 2022-3 A3 3.64 04/16/2027 | 272.88 | | 272.88 |
| 02/16/2026 | Coupon | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | | 4,264.42 | 4,264.42 |
| 02/16/2026 | Principal Paydown | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | 64,624.52 | | 64,624.52 |
| 02/16/2026 | Coupon | 47800DAD6 | 670,000.00 | JDOT 2025 A3 4.23 09/17/2029 | | 2,361.75 | 2,361.75 |
| 02/16/2026 | Coupon | 47800RAD5 | 335,000.00 | JDOT 2024 A3 4.96 11/15/2028 | | 1,274.11 | 1,274.11 |
| 02/16/2026 | Principal Paydown | 47800RAD5 | 335,000.00 | JDOT 2024 A3 4.96 11/15/2028 | 20,190.55 | | 20,190.55 |
| 02/16/2026 | Coupon | 58768YAD7 | 770,000.00 | MBALT 2025-A A3 4.61 04/16/2029 | | 2,958.08 | 2,958.08 |
| 02/16/2026 | Coupon | 58769GAD5 | 545,000.00 | MBALT 2024-B A3 4.23 02/15/2028 | | 1,777.07 | 1,777.07 |
| 02/16/2026 | Principal Paydown | 58769GAD5 | 545,000.00 | MBALT 2024-B A3 4.23 02/15/2028 | 42,860.65 | | 42,860.65 |
| 02/16/2026 | Coupon | 58770JAD6 | 350,000.00 | MBALT 2024-A A3 5.32 01/18/2028 | | 1,458.31 | 1,458.31 |
| 02/16/2026 | Principal Paydown | 58770JAD6 | 350,000.00 | MBALT 2024-A A3 5.32 01/18/2028 | 23,996.69 | | 23,996.69 |
| 02/17/2026 | Coupon | 02582JKH2 | 640,000.00 | AMXCA 2024-1 A 5.23 04/16/2029 | | 2,789.33 | 2,789.33 |
| 02/17/2026 | Coupon | 02582JKP4 | 1,255,000.00 | AMXCA 2025-2 A 4.28 04/15/2030 | | 4,476.17 | 4,476.17 |
| 02/17/2026 | Coupon | 3133EPSW6 | 2,405,000.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 08/14/2026 | | 54,112.50 | 54,112.50 |
| 02/17/2026 | Coupon | 532457CP1 | 1,250,000.00 | ELI LILLY AND CO 4.15 08/14/2027 | | 25,937.50 | 25,937.50 |
| 02/17/2026 | Coupon | 9128283W8 | 2,750,000.00 | UNITED STATES TREASURY 2.75 02/15/2028 | | 37,812.50 | 37,812.50 |
| 02/17/2026 | Coupon | 9128284V9 | 2,500,000.00 | UNITED STATES TREASURY 2.875 08/15/2028 | | 35,937.50 | 35,937.50 |
| 02/18/2026 | Coupon | 06428CAA2 | 1,000,000.00 | BANK OF AMERICA NA 5.526 08/18/2026 | | 27,630.00 | 27,630.00 |
| 02/20/2026 | Coupon | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | | 721.03 | 721.03 |
| 02/20/2026 | Principal Paydown | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | 47,791.24 | | 47,791.24 |
| 02/20/2026 | Coupon | 362962AD4 | 705,000.00 | GMALT 2025-2 A3 4.58 05/20/2028 | | 2,814.13 | 2,814.13 |
| 02/20/2026 | Coupon | 92348KDY6 | 1,050,000.00 | VZMT 2025-3 A1A 4.51 03/20/2030 | | 3,946.25 | 3,946.25 |

CASH FLOW REPORT



Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|----------------------------|-------------------|-----------|--------------|--|---------------------|-------------------|---------------------|
| 02/23/2026 | Coupon | 023135BC9 | 1,000,000.00 | AMAZON.COM INC 3.15 08/22/2027 | | 15,750.00 | 15,750.00 |
| 02/23/2026 | Coupon | 037833BY5 | 1,000,000.00 | APPLE INC 3.25 02/23/2026 | | 16,250.00 | 16,250.00 |
| 02/23/2026 | Final Maturity | 037833BY5 | 1,000,000.00 | APPLE INC 3.25 02/23/2026 | 1,000,000.00 | | 1,000,000.00 |
| 02/25/2026 | Coupon | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | | 1,794.22 | 1,794.22 |
| 02/25/2026 | Principal Paydown | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | 108,116.62 | | 108,116.62 |
| 02/25/2026 | Coupon | 096919AD7 | 600,000.00 | BMWOT 2024-A A3 5.18 02/26/2029 | | 2,573.76 | 2,573.76 |
| 02/25/2026 | Principal Paydown | 096919AD7 | 600,000.00 | BMWOT 2024-A A3 5.18 02/26/2029 | 33,309.52 | | 33,309.52 |
| 02/25/2026 | Coupon | 3137BSP72 | 2,000,000.00 | FHMS K-058 A2 2.653 08/25/2026 | | 4,421.67 | 4,421.67 |
| 02/25/2026 | Coupon | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | | 2,381.20 | 2,381.20 |
| 02/25/2026 | Principal Paydown | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | 1,815.56 | | 1,815.56 |
| 02/25/2026 | Coupon | 3137BVZ82 | 862,000.00 | FHMS K-063 A2 3.43 01/25/2027 | | 2,463.88 | 2,463.88 |
| 02/25/2026 | Coupon | 3137F1G44 | 1,000,000.00 | FHMS K-065 A2 3.243 04/25/2027 | | 2,702.50 | 2,702.50 |
| 02/25/2026 | Coupon | 3137F4X72 | 1,165,000.00 | FHMS K-075 A2 3.65 02/25/2028 | | 3,543.54 | 3,543.54 |
| 02/25/2026 | Coupon | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | | 3,218.45 | 3,218.45 |
| 02/25/2026 | Principal Paydown | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | 2,094.30 | | 2,094.30 |
| 02/25/2026 | Coupon | 3137FJEH8 | 1,250,000.00 | FHMS K-081 A2 3.9 08/25/2028 | | 4,062.50 | 4,062.50 |
| 02/25/2026 | Coupon | 3137FK4M5 | 2,000,000.00 | FHMS K-085 A2 4.06 10/25/2028 | | 6,766.67 | 6,766.67 |
| 02/25/2026 | Coupon | 3137FLMV3 | 2,000,000.00 | FHMS K-090 A2 3.422 02/25/2029 | | 5,703.33 | 5,703.33 |
| 02/25/2026 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 02/25/2026 | Coupon | 3137HA4B9 | 2,000,000.00 | FHMS K-751 A2 4.412 03/25/2030 | | 7,353.33 | 7,353.33 |
| 02/26/2026 | Coupon | 17275RBQ4 | 1,500,000.00 | CISCO SYSTEMS INC 4.8 02/26/2027 | | 36,000.00 | 36,000.00 |
| February 2026 Total | | | | | 1,345,072.52 | 465,439.68 | 1,810,512.20 |
| MARCH 2026 | | | | | | | |
| 03/02/2026 | Coupon | 91282CFH9 | 2,500,000.00 | UNITED STATES TREASURY 3.125 08/31/2027 | | 39,062.50 | 39,062.50 |
| 03/02/2026 | Coupon | 91282CFJ5 | 2,750,000.00 | UNITED STATES TREASURY 3.125 08/31/2029 | | 42,968.75 | 42,968.75 |
| 03/02/2026 | Coupon | 91282CKD2 | 2,250,000.00 | UNITED STATES TREASURY 4.25 02/28/2029 | | 47,812.50 | 47,812.50 |
| 03/10/2026 | Coupon | 3130ATS57 | 3,000,000.00 | FEDERAL HOME LOAN BANKS 4.5 03/10/2028 | | 67,500.00 | 67,500.00 |
| 03/11/2026 | Coupon | 3130AWTQ3 | 4,500,000.00 | FEDERAL HOME LOAN BANKS 4.625 09/11/2026 | | 104,062.50 | 104,062.50 |
| 03/16/2026 | Coupon | 02582JKH2 | 640,000.00 | AMXCA 2024-1 A 5.23 04/16/2029 | | 2,789.33 | 2,789.33 |
| 03/16/2026 | Coupon | 02582JKP4 | 1,255,000.00 | AMXCA 2025-2 A 4.28 04/15/2030 | | 4,476.17 | 4,476.17 |

CASH FLOW REPORT



Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|--------------|-------------------|-----------|--------------|---|------------------|-----------|--------------|
| 03/16/2026 | Coupon | 161571HT4 | 1,320,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 5,676.00 | 5,676.00 |
| 03/16/2026 | Coupon | 362549AD9 | 370,000.00 | GMCAR 2025-2 A3 4.28 04/16/2030 | | 1,319.67 | 1,319.67 |
| 03/16/2026 | Coupon | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | | 3,983.84 | 3,983.84 |
| 03/16/2026 | Principal Paydown | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | 62,650.30 | | 62,650.30 |
| 03/16/2026 | Coupon | 47800DAD6 | 670,000.00 | JDOT 2025 A3 4.23 09/17/2029 | | 2,361.75 | 2,361.75 |
| 03/16/2026 | Coupon | 47800RAD5 | 335,000.00 | JDOT 2024 A3 4.96 11/15/2028 | | 1,190.65 | 1,190.65 |
| 03/16/2026 | Principal Paydown | 47800RAD5 | 335,000.00 | JDOT 2024 A3 4.96 11/15/2028 | 14,099.50 | | 14,099.50 |
| 03/16/2026 | Coupon | 58768YAD7 | 770,000.00 | MBALT 2025-A A3 4.61 04/16/2029 | | 2,958.08 | 2,958.08 |
| 03/16/2026 | Coupon | 58769GAD5 | 545,000.00 | MBALT 2024-B A3 4.23 02/15/2028 | | 1,625.98 | 1,625.98 |
| 03/16/2026 | Principal Paydown | 58769GAD5 | 545,000.00 | MBALT 2024-B A3 4.23 02/15/2028 | 44,583.33 | | 44,583.33 |
| 03/16/2026 | Coupon | 58770JAD6 | 350,000.00 | MBALT 2024-A A3 5.32 01/18/2028 | | 1,351.92 | 1,351.92 |
| 03/16/2026 | Principal Paydown | 58770JAD6 | 350,000.00 | MBALT 2024-A A3 5.32 01/18/2028 | 22,602.33 | | 22,602.33 |
| 03/18/2026 | Coupon | 857477CL5 | 1,210,000.00 | STATE STREET CORP 4.993 03/18/2027 | | 30,207.65 | 30,207.65 |
| 03/20/2026 | Coupon | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | | 518.31 | 518.31 |
| 03/20/2026 | Principal Paydown | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | 51,255.23 | | 51,255.23 |
| 03/20/2026 | Coupon | 362962AD4 | 705,000.00 | GMALT 2025-2 A3 4.58 05/20/2028 | | 2,814.13 | 2,814.13 |
| 03/20/2026 | Coupon | 89236TKJ3 | 1,000,000.00 | TOYOTA MOTOR CREDIT CORP 4.55 09/20/2027 | | 22,750.00 | 22,750.00 |
| 03/20/2026 | Coupon | 92348KDY6 | 1,050,000.00 | VZMT 2025-3 A1A 4.51 03/20/2030 | | 3,946.25 | 3,946.25 |
| 03/23/2026 | Coupon | 3133EPWK7 | 2,000,000.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028 | | 45,000.00 | 45,000.00 |
| 03/25/2026 | Coupon | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | | 1,345.54 | 1,345.54 |
| 03/25/2026 | Principal Paydown | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | 109,519.81 | | 109,519.81 |
| 03/25/2026 | Coupon | 096919AD7 | 600,000.00 | BMWOT 2024-A A3 5.18 02/26/2029 | | 2,429.97 | 2,429.97 |
| 03/25/2026 | Principal Paydown | 096919AD7 | 600,000.00 | BMWOT 2024-A A3 5.18 02/26/2029 | 32,280.69 | | 32,280.69 |
| 03/25/2026 | Coupon | 3137BSP72 | 2,000,000.00 | FHMS K-058 A2 2.653 08/25/2026 | | 4,421.67 | 4,421.67 |
| 03/25/2026 | Coupon | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | | 2,376.13 | 2,376.13 |
| 03/25/2026 | Principal Paydown | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | 2,127.70 | | 2,127.70 |
| 03/25/2026 | Coupon | 3137BVZ82 | 862,000.00 | FHMS K-063 A2 3.43 01/25/2027 | | 2,463.88 | 2,463.88 |
| 03/25/2026 | Coupon | 3137F1G44 | 1,000,000.00 | FHMS K-065 A2 3.243 04/25/2027 | | 2,702.50 | 2,702.50 |
| 03/25/2026 | Coupon | 3137F4X72 | 1,165,000.00 | FHMS K-075 A2 3.65 02/25/2028 | | 3,543.54 | 3,543.54 |
| 03/25/2026 | Coupon | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | | 3,212.89 | 3,212.89 |
| 03/25/2026 | Principal Paydown | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | 2,498.82 | | 2,498.82 |

CASH FLOW REPORT



Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|-------------------------|-------------------|-----------|--------------|--|---------------------|-------------------|---------------------|
| 03/25/2026 | Coupon | 3137FJEH8 | 1,250,000.00 | FHMS K-081 A2 3.9 08/25/2028 | | 4,062.50 | 4,062.50 |
| 03/25/2026 | Coupon | 3137FK4M5 | 2,000,000.00 | FHMS K-085 A2 4.06 10/25/2028 | | 6,766.67 | 6,766.67 |
| 03/25/2026 | Coupon | 3137FLMV3 | 2,000,000.00 | FHMS K-090 A2 3.422 02/25/2029 | | 5,703.33 | 5,703.33 |
| 03/25/2026 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 03/25/2026 | Coupon | 3137HA4B9 | 2,000,000.00 | FHMS K-751 A2 4.412 03/25/2030 | | 7,353.33 | 7,353.33 |
| 03/26/2026 | Coupon | 3133EP6K6 | 1,000,000.00 | FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027 | | 22,500.00 | 22,500.00 |
| 03/27/2026 | Coupon | 57629TBW6 | 1,340,000.00 | MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028 | | 29,815.00 | 29,815.00 |
| 03/31/2026 | Coupon | 9128286L9 | 2,500,000.00 | UNITED STATES TREASURY 2.25 03/31/2026 | | 28,125.00 | 28,125.00 |
| 03/31/2026 | Final Maturity | 9128286L9 | 2,500,000.00 | UNITED STATES TREASURY 2.25 03/31/2026 | 2,500,000.00 | | 2,500,000.00 |
| 03/31/2026 | Coupon | 91282CEF4 | 2,500,000.00 | UNITED STATES TREASURY 2.5 03/31/2027 | | 31,250.00 | 31,250.00 |
| 03/31/2026 | Coupon | 91282CFM8 | 1,600,000.00 | UNITED STATES TREASURY 4.125 09/30/2027 | | 33,000.00 | 33,000.00 |
| March 2026 Total | | | | | 2,841,617.70 | 628,272.94 | 3,469,890.64 |
| APRIL 2026 | | | | | | | |
| 04/01/2026 | Coupon | 64952WFJ7 | 1,000,000.00 | NEW YORK LIFE GLOBAL FUNDING 3.9 10/01/2027 | | 19,500.00 | 19,500.00 |
| 04/09/2026 | Coupon | 3130B0TY5 | 1,500,000.00 | FEDERAL HOME LOAN BANKS 4.75 04/09/2027 | | 35,625.00 | 35,625.00 |
| 04/10/2026 | Coupon | 57629W6F2 | 750,000.00 | MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026 | | 16,875.00 | 16,875.00 |
| 04/10/2026 | Final Maturity | 57629W6F2 | 750,000.00 | MASSMUTUAL GLOBAL FUNDING II 4.5 04/10/2026 | 750,000.00 | | 750,000.00 |
| 04/15/2026 | Coupon | 02582JKH2 | 640,000.00 | AMXCA 2024-1 A 5.23 04/16/2029 | | 2,789.33 | 2,789.33 |
| 04/15/2026 | Coupon | 02582JKP4 | 1,255,000.00 | AMXCA 2025-2 A 4.28 04/15/2030 | | 4,476.17 | 4,476.17 |
| 04/15/2026 | Coupon | 161571HT4 | 1,320,000.00 | CHAIT 2023-1 A 5.16 09/15/2028 | | 5,676.00 | 5,676.00 |
| 04/15/2026 | Coupon | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | | 3,711.84 | 3,711.84 |
| 04/15/2026 | Principal Paydown | 437918AC9 | 1,250,000.00 | HAROT 2024-1 A3 5.21 08/15/2028 | 64,638.90 | | 64,638.90 |
| 04/15/2026 | Coupon | 47800DAD6 | 670,000.00 | JDOT 2025 A3 4.23 09/17/2029 | | 2,361.75 | 2,361.75 |
| 04/15/2026 | Coupon | 47800RAD5 | 335,000.00 | JDOT 2024 A3 4.96 11/15/2028 | | 1,132.38 | 1,132.38 |
| 04/15/2026 | Principal Paydown | 47800RAD5 | 335,000.00 | JDOT 2024 A3 4.96 11/15/2028 | 17,464.44 | | 17,464.44 |
| 04/15/2026 | Coupon | 58768YAD7 | 770,000.00 | MBALT 2025-A A3 4.61 04/16/2029 | | 2,958.08 | 2,958.08 |
| 04/15/2026 | Coupon | 58769GAD5 | 545,000.00 | MBALT 2024-B A3 4.23 02/15/2028 | | 1,468.83 | 1,468.83 |
| 04/15/2026 | Principal Paydown | 58769GAD5 | 545,000.00 | MBALT 2024-B A3 4.23 02/15/2028 | 51,669.29 | | 51,669.29 |

CASH FLOW REPORT



Murrieta Consolidated | Account | As of May 31, 2025

| Payment Date | Transaction Type | CUSIP | Quantity | Security Description | Principal Amount | Income | Total Amount |
|-------------------------|-------------------|-----------|-----------------------|--|----------------------|---------------------|----------------------|
| 04/15/2026 | Coupon | 58770JAD6 | 350,000.00 | MBALT 2024-A A3 5.32 01/18/2028 | | 1,251.72 | 1,251.72 |
| 04/15/2026 | Principal Paydown | 58770JAD6 | 350,000.00 | MBALT 2024-A A3 5.32 01/18/2028 | 25,204.87 | | 25,204.87 |
| 04/15/2026 | Coupon | 91282CGV7 | 2,000,000.00 | UNITED STATES TREASURY 3.75 04/15/2026 | | 37,500.00 | 37,500.00 |
| 04/15/2026 | Final Maturity | 91282CGV7 | 2,000,000.00 | UNITED STATES TREASURY 3.75 04/15/2026 | 2,000,000.00 | | 2,000,000.00 |
| 04/15/2026 | Coupon | 91324PDE9 | 1,250,000.00 | UNITEDHEALTH GROUP INC 2.95 10/15/2027 | | 18,437.50 | 18,437.50 |
| 04/16/2026 | Coupon | 362549AD9 | 370,000.00 | GMCAR 2025-2 A3 4.28 04/16/2030 | | 1,319.67 | 1,319.67 |
| 04/20/2026 | Coupon | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | | 300.90 | 300.90 |
| 04/20/2026 | Principal Paydown | 36269FAD8 | 455,000.00 | GMALT 2024-1 A3 5.09 03/22/2027 | 55,566.29 | | 55,566.29 |
| 04/20/2026 | Coupon | 362962AD4 | 705,000.00 | GMALT 2025-2 A3 4.58 05/20/2028 | | 2,814.13 | 2,814.13 |
| 04/20/2026 | Coupon | 92348KDY6 | 1,050,000.00 | VZMT 2025-3 A1A 4.51 03/20/2030 | | 3,946.25 | 3,946.25 |
| 04/27/2026 | Coupon | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | | 891.03 | 891.03 |
| 04/27/2026 | Principal Paydown | 05611UAD5 | 1,000,000.00 | BMWLT 2024-1 A3 4.98 03/25/2027 | 119,825.11 | | 119,825.11 |
| 04/27/2026 | Coupon | 096919AD7 | 600,000.00 | BMWOT 2024-A A3 5.18 02/26/2029 | | 2,290.62 | 2,290.62 |
| 04/27/2026 | Principal Paydown | 096919AD7 | 600,000.00 | BMWOT 2024-A A3 5.18 02/26/2029 | 32,458.70 | | 32,458.70 |
| 04/27/2026 | Coupon | 3137BSP72 | 2,000,000.00 | FHMS K-058 A2 2.653 08/25/2026 | | 4,421.67 | 4,421.67 |
| 04/27/2026 | Coupon | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | | 2,370.20 | 2,370.20 |
| 04/27/2026 | Principal Paydown | 3137BTUM1 | 868,353.91 | FHMS K-061 A2 3.347 11/25/2026 | 1,828.15 | | 1,828.15 |
| 04/27/2026 | Coupon | 3137BVZ82 | 862,000.00 | FHMS K-063 A2 3.43 01/25/2027 | | 2,463.88 | 2,463.88 |
| 04/27/2026 | Coupon | 3137F1G44 | 1,000,000.00 | FHMS K-065 A2 3.243 04/25/2027 | | 2,702.50 | 2,702.50 |
| 04/27/2026 | Coupon | 3137F4X72 | 1,165,000.00 | FHMS K-075 A2 3.65 02/25/2028 | | 3,543.54 | 3,543.54 |
| 04/27/2026 | Coupon | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | | 3,206.25 | 3,206.25 |
| 04/27/2026 | Principal Paydown | 3137FBU79 | 1,228,746.45 | FHMS K-069 A2 3.187 09/25/2027 | 2,109.43 | | 2,109.43 |
| 04/27/2026 | Coupon | 3137FJEH8 | 1,250,000.00 | FHMS K-081 A2 3.9 08/25/2028 | | 4,062.50 | 4,062.50 |
| 04/27/2026 | Coupon | 3137FK4M5 | 2,000,000.00 | FHMS K-085 A2 4.06 10/25/2028 | | 6,766.67 | 6,766.67 |
| 04/27/2026 | Coupon | 3137FLMV3 | 2,000,000.00 | FHMS K-090 A2 3.422 02/25/2029 | | 5,703.33 | 5,703.33 |
| 04/27/2026 | Coupon | 3137H5YC5 | 1,500,000.00 | FHMS K-748 A2 2.26 01/25/2029 | | 2,825.00 | 2,825.00 |
| 04/27/2026 | Coupon | 3137HA4B9 | 2,000,000.00 | FHMS K-751 A2 4.412 03/25/2030 | | 7,353.33 | 7,353.33 |
| 04/30/2026 | Coupon | 91282CFT3 | 1,700,000.00 | UNITED STATES TREASURY 4.0 10/31/2029 | | 34,000.00 | 34,000.00 |
| April 2026 Total | | | | | 3,120,765.19 | 244,745.06 | 3,365,510.25 |
| Grand Total | | | 599,914,044.40 | | 32,253,371.00 | 4,825,447.49 | 37,078,818.48 |

IMPORTANT DISCLOSURES



Murrieta Consolidated | Account | As of May 31, 2025

Chandler Asset Management, Inc. (“Chandler”) is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client’s Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody’s, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities (“MBS”) reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a high rating by S&P, Moody’s and Fitch respectively.

California State Treasurer *Fiona Ma, CPA*



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

June 17, 2025

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[PMIA Average Monthly Yields](#)

CITY OF MURRIETA

FINANCE DIRECTOR
1 TOWNE SQUARE
MURRIETA, CA 92562

[Tran Type Definitions](#)

Account Number:

May 2025 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|--------------|
| Total Deposit: | 0.00 | Beginning Balance: | 1,999,681.18 |
| Total Withdrawal: | 0.00 | Ending Balance: | 1,999,681.18 |



STAGECOACH SWEEP

WELLS FARGO BANK, N.A.

Page 1 of 2

CITY OF MURRIETA
GENERAL OPERATING ACCOUNT
1 TOWN SQ
MURRIETA CA 92562-7922

Account Number - DDA

THIS STATEMENT COVERS 05/01/2025 THROUGH 05/31/2025

FUNDS HELD ON COMPANY'S BEHALF IN THE OMNIBUS DEPOSIT ACCOUNT AT BANK ARE DEPOSITS AND ARE ELIGIBLE FOR FDIC INSURANCE IN ACCORDANCE WITH FDIC RULES AND LIMITS. COMPANY'S MMMF SHARES HELD IN THE OMNIBUS INVESTMENT ACCOUNT IN BANK'S NAME AT THE CUSTODIAN OF THE MMMF ARE NOT DEPOSITS AND ARE NOT ELIGIBLE FOR FDIC INSURANCE. COMPANY IS THE OWNER OF ITS MMMF SHARES.

ALLSPRING GOVERNMENT FUND SELECT CLS

FUND SUMMARY

| | |
|-------------------------|--------------|
| Dividends Earned YTD | 2,070,840.59 |
| Federal Withholding YTD | .00 |
| 7-Day Simple Yield | 4.24119 % |
| Federal Withholding | .00 |

| | |
|-------------------|-----------------|
| Beginning Balance | 114,296,367.03 |
| Shares Purchased | 25,206,885.72 + |
| Shares Redeemed | 7,333,300.57 - |
| Ending Balance | 132,169,952.18 |

| | |
|--|-------------|
| Prior Month Dividends Paid to Checking | 401,538.79 |
| Dividends Earned in Current Month | 415,528.76 |
| Funds Pending Redemption | 348,157.25- |

Transaction Detail

| Date | Description | Amount |
|-----------|---------------------------|----------------|
| 5-01-2025 | Beginning Balance | 114,296,367.03 |
| 5-01-2025 | Next Day Sweep Purchase | 137,054.10 |
| 5-02-2025 | Next Day Sweep Purchase | 409,178.98 |
| 5-05-2025 | Sweep Funds Return To DDA | 673,779.16 |
| 5-06-2025 | Sweep Funds Return To DDA | 303,878.47 |
| 5-07-2025 | Sweep Funds Return To DDA | 86,172.75 |
| 5-08-2025 | Next Day Sweep Purchase | 196,803.91 |
| 5-09-2025 | Next Day Sweep Purchase | 235,979.98 |
| 5-12-2025 | Sweep Funds Return To DDA | 200,887.92 |
| 5-13-2025 | Next Day Sweep Purchase | 63,601.17 |
| 5-14-2025 | Sweep Funds Return To DDA | 2,458,467.28 |
| 5-15-2025 | Next Day Sweep Purchase | 197,408.91 |
| 5-16-2025 | Sweep Funds Return To DDA | 36,824.16 |
| 5-19-2025 | Sweep Funds Return To DDA | 289,897.68 |
| 5-20-2025 | Sweep Funds Return To DDA | 635,309.92 |
| 5-21-2025 | Sweep Funds Return To DDA | 946,074.45 |
| 5-22-2025 | Next Day Sweep Purchase | 377,194.70 |
| 5-23-2025 | Next Day Sweep Purchase | 232,522.61 |
| 5-27-2025 | Next Day Sweep Purchase | 18,471,216.59 |
| 5-28-2025 | Next Day Sweep Purchase | 4,885,924.77 |
| 5-29-2025 | Sweep Funds Return To DDA | 1,666,598.43 |
| 5-30-2025 | Sweep Funds Return To DDA | 35,410.35 |
| 5-31-2025 | Ending Balance | 132,169,952.18 |

Daily Balance Information

| Date | Investment Balance | Annualized Fund Yield | Daily Dividend Factor | Daily Accrual |
|--------|--------------------|-----------------------|-----------------------|---------------|
| 05-01 | 114,433,421.13 | 4.270 % | .000117009 | 13,389.74 |
| 05-02 | 114,842,600.11 | 4.260 % | .000116730 | 13,405.58 |
| 05-03* | 114,168,820.95 | 4.260 % | .000116730 | 13,326.93 |

| Date | Investment Balance | Annualized Fund Yield | Daily Dividend Factor | Daily Accrual |
|--------|--------------------|-----------------------|-----------------------|---------------|
| 05-04* | 114,168,820.95 | 4.260 % | .000116730 | 13,326.93 |
| 05-05 | 114,168,820.95 | 4.246 % | .000116333 | 13,281.60 |
| 05-06 | 113,864,942.48 | 4.240 % | .000116166 | 13,227.23 |
| 05-07 | 113,778,769.73 | 4.231 % | .000115941 | 13,191.62 |
| 05-08 | 113,975,573.64 | 4.224 % | .000115743 | 13,191.87 |
| 05-09 | 114,211,553.62 | 4.220 % | .000115617 | 13,204.80 |
| 05-10* | 114,010,665.70 | 4.220 % | .000115617 | 13,181.57 |
| 05-11* | 114,010,665.70 | 4.220 % | .000115617 | 13,181.57 |
| 05-12 | 114,010,665.70 | 4.219 % | .000115606 | 13,180.32 |
| 05-13 | 114,074,266.87 | 4.228 % | .000115860 | 13,216.64 |
| 05-14 | 111,615,799.59 | 4.228 % | .000115844 | 12,930.02 |
| 05-15 | 111,813,208.50 | 4.224 % | .000115743 | 12,941.60 |
| 05-16 | 111,776,384.34 | 4.225 % | .000115765 | 12,939.79 |
| 05-17* | 111,486,486.66 | 4.225 % | .000115765 | 12,906.23 |
| 05-18* | 111,486,486.66 | 4.225 % | .000115765 | 12,906.23 |
| 05-19 | 111,486,486.66 | 4.221 % | .000115664 | 12,894.97 |
| 05-20 | 110,851,176.74 | 4.215 % | .000115506 | 12,803.98 |
| 05-21 | 109,905,102.29 | 4.207 % | .000115285 | 12,670.41 |
| 05-22 | 110,282,296.99 | 4.205 % | .000115216 | 12,706.29 |
| 05-23 | 110,514,819.60 | 4.206 % | .000115258 | 12,737.72 |
| 05-24* | 110,514,819.60 | 4.206 % | .000115258 | 12,737.72 |
| 05-25* | 110,514,819.60 | 4.206 % | .000115258 | 12,737.72 |
| 05-26* | 110,514,819.60 | 4.206 % | .000115258 | 12,737.72 |
| 05-27 | 128,986,036.19 | 4.223 % | .000115718 | 14,926.01 |
| 05-28 | 133,871,960.96 | 4.239 % | .000116152 | 15,549.50 |
| 05-29 | 132,205,362.53 | 4.243 % | .000116258 | 15,369.93 |
| 05-30 | 132,169,952.18 | 4.248 % | .000116392 | 15,383.53 |
| 05-31* | 131,821,794.93 | 4.248 % | .000116392 | 15,343.00 |
| | | | TOTAL MTD | 415,528.77 |

* Indicates non-business day

THANK YOU FOR BANKING WITH WELLS FARGO.

MONEY MARKET MUTUAL FUNDS (EACH, A "MMMF") ARE NOT FDIC INSURED, HAVE NO BANK GUARANTY AND MAY LOSE VALUE.

An Investment in a MMMF is not insured by the Federal Deposit Insurance Corporation or any other government agency. Although the MMMF's seek to preserve the value of customer's investment at \$1.00 per share, it is possible to lose money by investing in a MMMF.

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This material must be accompanied or preceded by a current prospectus for name of the Fund(s) selected. Please read the prospectus carefully before investing.



CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 5.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Justin Clifton, City Manager

PREPARED BY: Diego Chavez, Administrative Services Director

SUBJECT: Murrieta General Employees' Association Successor Memorandum of Understanding for the Period July 1, 2024, through June 30, 2027

RECOMMENDATION

Adopt Resolution No. 25-4867, entitled: *A Resolution of the City Council of the City of Murrieta, California, Approving, Adopting and Implementing a Successor Memorandum of Understanding between the City of Murrieta and the Murrieta General Employees' Association for the Period July 1, 2024, through June 30, 2027.*

PRIOR ACTION/VOTE

On September 3, 2024, the City Council adopted Resolution No. 24-4783, approving a Tentative Agreement for a Successor Memorandum of Understanding between the City of Murrieta and the Murrieta General Employees' Association for the period July 1, 2024, through June 30, 2027 (Vote: 5-0).

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

BACKGROUND

Most employees of the City of Murrieta (City) are represented by employee organizations and governed by a Memorandum of Understanding (MOU) between the City and their representative employee organization. The MOUs set forth compensation rates, benefits, and other terms and conditions of employment for represented employees. Through collective bargaining, the City regularly and routinely negotiates with the respective employee organizations to update terms and conditions. All such items must be voted on and passed by a majority of the membership of each affected employee organization, known as ratification, and subsequently approved by the City Council before becoming effective. Once approved by the City Council, the terms of tentative agreements for successor MOUs are required to be memorialized in the successor MOU and brought back to the City Council for final approval per Section 3505.1 of the Meyers-Milias-Brown Act (MMBA). The previous MOU between the City and the Murrieta General Employees' Association (MGEA), adopted by City

Council Resolution No. 23-4707, covered the period July 1, 2022, through June 2024. MGEA currently represents 146 non-sworn City employees, including 47 different classifications across the organization.

The City and MGEA representatives met and conferred in good faith in 2024 and came to a Tentative Agreement on a fair and equitable package of total compensation for a successor MGEA MOU for the period July 1, 2024, through June 30, 2027. The members of the MGEA voted to ratify the Tentative Agreement, and the City Council approved the Tentative Agreement on September 3, 2024, per Resolution No. 24-4783.

Pursuant to MMBA section 3505.1, the labor representatives of the City and MGEA subsequently met, conferred, and mutually prepared a written successor MGEA MOU 2024-27 in accordance with the Tentative Agreement deal points approved by the City Council on September 3, 2024. Staff has prepared Resolution No. 25-4867 (Attachment No. 1), which includes a fully executed copy of the successor MGEA MOU for the period July 1, 2024, through June 30, 2027, which remains subject to final City Council approval, adoption, and implementation.

FISCAL IMPACT

The projected fiscal impact of the MGEA MOU 2024-27 three-year (3) term, which includes Fiscal Years (FY) 2024/25, 2025/26, and 2026/27, is \$5,144,211. A budget adjustment for FY 2024/25 was included in the FY 2024/25 Budget Update approved by the City Council on August 20, 2024. The fiscal impact for FY 2025/26 and 2026/27 was included in the biennial Operating Budget and is estimated to be \$4,258,278.

| | |
|--------------|--------------------|
| FY 2024/25 | \$885,934 |
| FY 2025/26 | \$1,797,511 |
| FY 2026/27 | \$2,460,767 |
| Total | \$5,144,211 |

ATTACHMENTS

1. Resolution No. 25-4867

RESOLUTION NO. 25-4867

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, APPROVING, ADOPTING AND IMPLEMENTING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MURRIETA AND THE MURRIETA GENERAL EMPLOYEES' ASSOCIATION FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2027

WHEREAS, the City of Murrieta (“City”) endeavors to recruit and retain the most qualified and talented employees to serve its citizens; and

WHEREAS, the compensation and benefits offered by the City to its employees are designed to aid in the City’s employee recruitment and retention efforts; and

WHEREAS, Section 36506 of the California Government Code requires that the City Council of the City fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, the most recent Memorandum of Understanding (“MOU”) between the City and the Murrieta General Employees’ Association (“MGEA”), adopted by City Council Resolution No. 23-4704 covering the period July 1, 2022 through June 30, 2024 (“MGEA MOU 2022-24”) expired June 30, 2024; and

WHEREAS, the City and MGEA met and conferred in good faith and reached a Tentative Agreement on a fair and equitable package of total compensation for a successor MGEA MOU for the period July 1, 2024 through June 30, 2027 (“Tentative Agreement”), pursuant to the Meyers-Milias-Brown Act (“MMBA”) (Government Code sections 3500-3511) and the City’s Employer-Employee Relations Resolution No. 93-214; and

WHEREAS, the members of the MGEA voted to ratify the Tentative Agreement, and the labor representatives of the City and the MGEA executed the Tentative Agreement which Tentative Agreement was then approved by the City Council on September 3, 2024, with the adoption of Resolution No. 24-4783, to provide changes to employee compensation and benefits pending drafting, approval, and adoption of a successor MGEA MOU; and

WHEREAS, the City and MGEA met and conferred in good faith pursuant to the terms of the Tentative Agreement and Resolution No. 24-4783 to draft the successor MGEA MOU for the period July 1, 2024, through June 30, 2027, pursuant to MMBA Section 3505.1 and the City’s Employer-Employee Relations Resolution No. 93-214; and

WHEREAS, the City and MGEA have prepared and MGEA has executed the successor MGEA MOU for the period July 1, 2024, through June 30, 2027, subject to City Council approval, adoption, and implementation.

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

Section 1. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. The successor MGEA MOU for the period July 1, 2024, through June 30, 2027, a fully executed copy of which is attached hereto as Exhibit A, is approved, adopted, and implemented effective July 15, 2025.

Section 3. The City Manager is hereby authorized and directed to implement the provisions of the MGEA MOU for the period July 1, 2024, through June 30, 2027, including the resulting changes to employee compensation and benefits not previously implemented by the Tentative Agreement.

Section 4. The City Clerk shall certify the adoption of this resolution effective July 15, 2025.

PASSED, APPROVED, AND ADOPTED this 15th day of July 2025 by the City Council of the City of Murrieta, State of California.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4867 was duly adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 15th day of July 2025, and was signed by the Mayor of said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MURRIETA AND
THE MURRIETA GENERAL EMPLOYEES' ASSOCIATION



JULY 1, 2024, TO JUNE 30, 2027

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MURRIETA AND
THE MURRIETA GENERAL EMPLOYEES' ASSOCIATION
PERIOD JULY 1, 2024, TO JUNE 30, 2027**

SECTION I – ADMINISTRATION

ARTICLE 1.01 INTENT AND PURPOSE

It is the intent and purpose of this Memorandum of Understanding (hereinafter referred to as MOU) to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding but not limited to matters relating to benefits, wages, hours and terms and conditions of employment between employees represented by the MURRIETA GENERAL EMPLOYEES ASSOCIATION (hereinafter referred to as "ASSOCIATION") represented by the negotiations team and the CITY OF MURRIETA (hereinafter referred to as "CITY") represented by management and the Murrieta City Council members.

ARTICLE 1.02 RECOGNITION

Pursuant to the provisions of Resolution 95-360 of the City of Murrieta, the CITY has recognized the ASSOCIATION as the exclusive representative of the employee classifications of the CITY, as adopted by the City Council in Resolution 95-360. The CITY shall recognize the ASSOCIATION as the exclusive representative of all employees in these classifications for the purpose of meeting its obligation under this MOU, the Meyers-Milias-Brown Act, Government Code Section 3500 *et seq.*, and the Employer-Employee Relations Resolution No. 95-360 when the CITY rules, regulations, or laws affecting wages, hours, and other terms and conditions of employment are appropriately amended or changed.

ARTICLE 1.03 IMPLEMENTATION

The CITY and the ASSOCIATION acknowledge that this MOU shall not be in full force and effect until ratified by the ASSOCIATION membership and adopted by the Murrieta City Council.

ARTICLE 1.04 TERM OF MOU

The term of this MOU shall be July 1, 2024, through June 30, 2027. This MOU shall remain in full force and effect until a successor MOU has been ratified by the ASSOCIATION membership and adopted by the Murrieta City Council.

ARTICLE 1.05 UNFAIR EMPLOYEE RELATIONS PRACTICE

It is agreed that it shall be an unfair employee relations practice for the CITY and/or the ASSOCIATION or its representatives:

- A. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in this MOU.
- B. To refuse to meet and confer in good faith with the ASSOCIATION, or its representatives. To refuse to meet and confer in good faith with the CITY on matters within the scope of representation or under Reopeners during the term of the MOU. However, with the exception of meetings regarding a successor MOU, during the term of this MOU, neither party shall be compelled to engage in the meet and confer process regarding provisions specifically provided for in this MOU.

ARTICLE 1.06 MANAGEMENT RIGHTS

The ASSOCIATION recognizes the prerogative of the CITY and the City Manager to operate and manage its affairs in all respects in accordance with its responsibilities and powers or authority, which the CITY has not officially abridged, delegated, or modified by this MOU, and such powers or authority are retained by the CITY. These management rights include, but are not limited to the following:

- A. To utilize personnel, set hours of work, methods, procedures, and means in an appropriate and efficient manner. It is understood that changes to individual employees' work hours are within the scope of management rights. This does not include changing work schedules and/or flex schedules such as the 9/80, 4/10, 3/12, etc., for an entire employee group, division, or department.
- B. To manage and direct the employees of the CITY.
- C. To maintain the efficiency of governmental operations.
- D. To hire, schedule, promote, transfer, assign, train, or retrain employees in positions within the CITY, including determining the procedures and standards of selection for employment and promotions.
- E. To suspend, demote, discharge, or take other appropriate disciplinary action against the employee for just cause.
- F. To determine the size and composition of the workforce and to lay off employees. Lay-off actions shall be implemented based on the recognized lay-off procedure.
- G. Determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the workforce, and allocate and assign work by which the CITY operations are to be conducted.
- H. To establish and enforce dress and grooming standards.

- I. To determine the content of job classifications.
- J. To establish and modify productivity and performance programs and standards, including, but not limited to, quality and quantity standards, and to require compliance therewith.
- K. To determine methods of financing.
- L. To exercise complete control and discretion over its organization and the technology of performing its work.
- M. To determine the mission of the CITY and the methods and means necessary to efficiently fulfill the mission including: the transfer, alteration, curtailment, or discontinuance of any goods or services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the production of goods or the performance of services; and the utilization of students, part-time, and/or contract employees.
- N. It is understood by the parties that every incidental duty is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee if they are a logical assignment to the job classification.
- O. The ASSOCIATION recognizes that the CITY has statutory rights and obligations in contracting for matters relating to CITY operations. The right of contracting or subcontracting is vested in the CITY, including, but not limited to, the exercise of said contracting and subcontracting rights in the event of an emergency or essential public need or where it is not economical for CITY employees to perform said work.
- P. The CITY retains the right to establish reasonable work rules of conduct. Any dispute with respect to these work rules shall not be subject to arbitration of any kind but any dispute with respect to the reasonableness of the application of said rules may be subject to the grievance and arbitration procedures as set forth in this MOU. Any change in personnel rules, policies, and/or procedures impacting terms and conditions of employment of classifications represented by the ASSOCIATION shall require prior meeting and conferring.
- Q. Any dispute with respect to MANAGEMENT RIGHTS shall not in any way be subject to arbitration.

ARTICLE 1.07 EMPLOYEE RIGHTS

It is agreed that each individual employee shall have the following rights, which they may exercise in accordance with applicable laws, ordinances, rules, and regulations:

- A. The right to form, join, and participate in activities of the ASSOCIATION for the purpose of representation on matters of their employee relations with the CITY, or not to join or participate in the activities of any organization or association.

- B. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations with respect to their membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.

- C. It is the intent of the CITY to afford ASSOCIATION members all rights of employment granted under state workers' compensation laws and state and federal anti-discrimination laws. Furthermore, the CITY intends to comply fully with the Family Medical Leave Act of 1993 and the California Family Rights Act of 1995. Nothing in this MOU is intended to restrict employees' rights under either Act.

ARTICLE 1.08 ASSOCIATION ACTIVITY

- A. Release Time. The CITY shall allow paid release time to public agency employee representatives of the ASSOCIATION and its represented employees in the following instances:
 - 1. Meeting and conferring with the CITY with respect to wages, hours, and terms and conditions of employment. The ASSOCIATION shall advise the CITY, in writing, of its negotiators and shall be limited to designating three (3) negotiators who are CITY employees each calendar year. (The ASSOCIATION can designate alternates; however, only three (3) employees shall be eligible for paid release time as provided for herein.) CITY employee representatives shall be paid regular salary for the time spent annually in negotiations during regular work hours, except no payment will be made for negotiating time outside the representative's normal workday. The names of the duly chosen employee representatives of the Bargaining Unit shall be submitted to Human Resources sufficiently in advance of the regularly scheduled meetings so as to permit the scheduling of operations within the CITY. The provisions of this MOU shall be limited to conferences or negotiations held with respect to wages, hours, and conditions of employment. In addition to the three (3) employee negotiators, ASSOCIATION may retain, at its sole expense, one or more non-employee consultants.

 - 2. Testifying or appearing as the designated representative of the ASSOCIATION in conferences, hearings, or other proceedings before the California Public Employment Relations Board ("PERB"), or an agent of PERB, in matters relating to a charge filed by the ASSOCIATION against the CITY or by the CITY against the ASSOCIATION. Only one (1) CITY employee may be a designated representative of the ASSOCIATION for purposes of paid release time under this provision.

 - 3. Testifying or appearing as the designated representative of the employee organization in matters before a personnel or merit commission or in grievance and/or disciplinary matters. Only one (1) CITY employee may be a designated representative of the ASSOCIATION for purposes of paid release time under this provision.

4. Association meetings. ASSOCIATION members shall be granted one (1) hour of paid release time per year to attend an annual membership meeting. In addition, all ASSOCIATION members shall be provided paid release time to attend MOU ratification meetings not to exceed three (3) per year if such meetings are scheduled during their normal work shift. ASSOCIATION Board, ratification, and membership meetings may be held on CITY property using CITY meeting facilities, subject to availability. Five (5) calendar days advance notice shall be given to Human Resources for membership, ratification, and ASSOCIATION Board meetings when release time is involved. ASSOCIATION Board members shall be granted paid release time for up to six (6) ASSOCIATION Board meetings per calendar year. ASSOCIATION negotiating members shall each be entitled to up to one (1) hour of paid release time before each meet-and-confer session and one-half (½) hour of paid release time after each meet-and-confer session for preparation and discussions.
 5. Association activities. Representatives and officers of the ASSOCIATION having business with the representatives, officers, or individual members of the ASSOCIATION may confer with such representatives, officers, or individual members of the ASSOCIATION during the course of the workday for a reasonable length of time, provided that such activities do not impede the operation of the CITY. No more than two (2) representatives and officers shall engage in such meetings with individual members at any one time for purposes of paid release time under this provision.
 6. Supervisors shall not unreasonably deny release time. However, release time shall be denied at the sole discretion of a supervisor if the efficient operation of the CITY so requires.
 7. In all instances described above where paid release time is to be used, the employee must request paid release time in writing (such as an email or calendar notice) and be approved in writing (such as an email or calendar notice) by their supervisor/Department Director. If circumstances permit, such a request shall be made and approved in advance, otherwise as soon as practicable afterwards.
- B. Bulletin Boards. The CITY shall provide a bulletin board at City Hall, the Maintenance Yard, the Library, the old City Hall, and the Police Department and permit the use of the same for ASSOCIATION announcements. A reasonable amount of time will be allowed for members of the ASSOCIATION to post announcements. The bulletin board will be subject to the following provisions. All notices shall be posted by an officer of the ASSOCIATION and shall relate to the following matters:
1. ASSOCIATION recreational and social affairs.
 2. ASSOCIATION meetings.
 3. ASSOCIATION appointments.
 4. ASSOCIATION elections.
 5. Results of ASSOCIATION elections.

6. Reports of committees of the ASSOCIATION.
7. Rulings or policies of the ASSOCIATION.
8. Judicial and quasi-judicial decisions affecting any members of the bargaining unit, such as the results of fact finding, grievances, etc. Any other material authorized by the City Manager or his designated representative.

Notices and announcements shall not contain anything political or controversial or anything negatively reflecting upon the CITY, any of its employees or officers, or any labor organization among its employees, and no material, notices, or announcements which violate the provisions of this section shall be posted. Notices and announcements shall be approved by the City Manager or designee prior to posting.

- C. ASSOCIATION notices, logos, and decals shall not be permitted on any CITY property or equipment except as provided for in this Article, paragraph B.
- D. ASSOCIATION officers and board members shall be allowed reasonable access to CITY telephones, email, and other communications technology to conduct normal ASSOCIATION business. The CITY agrees to provide the ASSOCIATION with an account number to access CITY copy machines. The ASSOCIATION, in turn, agrees to reimburse the CITY for the cost of copies produced on CITY copiers.
- E. New Employee Orientation. The CITY shall notify the ASSOCIATION Board when a new employee is hired into the bargaining unit. The Board will notify the CITY when a new employee has signed a membership card authorizing membership dues deduction and when such deductions shall begin. The CITY shall also, upon request, provide the ASSOCIATION Board lists of employees in the bargaining unit. The CITY shall also provide reasonable paid release time for one ASSOCIATION Board member to meet with a new employee for the purpose of discussing membership in the ASSOCIATION.
- F. Dues Deductions. The CITY shall deduct dues on a regular payroll basis from the pay of all ASSOCIATION members. Such deductions shall be authorized in writing on a form approved and provided by the ASSOCIATION for this purpose. The membership cards shall be retained by the ASSOCIATION. The CITY shall rely on a certification from the ASSOCIATION for the authorization, modification, or cancellation of any/all dues deductions. The CITY shall remit such funds to the ASSOCIATION within thirty (30) days following their deduction.
- G. Maintenance of Membership. Unless prohibited by law, any employee in the ASSOCIATION who has authorized ASSOCIATION dues deductions on July 1, 2019, or at any time subsequent to that date, shall continue to have such dues deductions made by the CITY during the term of this MOU, provided however, that any employee in the ASSOCIATION may terminate such dues during the month of June of each year of the MOU by notifying the ASSOCIATION in writing of their election to terminate dues deduction. Such notification shall be delivered in person or by U.S. Mail to an ASSOCIATION Board member and contain the employee's name, job classification, department, and signature indicating the employee no longer wishes to be a member of the ASSOCIATION. The

ASSOCIATION will notify the CITY's Human Resources Office within a reasonable time thereafter and request the CITY to process dues cancellations within the next available pay period.

- H. Indemnification. The ASSOCIATION shall indemnify, defend, and hold the CITY harmless against any liability arising from any claims, demands, or other actions relating to the CITY's compliance with the terms of this Article.

ARTICLE 1.09 SEVERABILITY CLAUSE

Should any provision of this MOU or any application thereof be unlawful by virtue of any federal, state, or local law or regulation, such provision shall be effective and implemented only to the extent permitted by said law, regulation, or resolution. In all other respects, the provisions of this MOU shall continue in full force and effect for the life thereof.

If any provision of this MOU is held by a final decision of a court of competent jurisdiction to be unlawful or invalid, such provision shall be immediately subject to renegotiation between the parties. The parties shall comply with the final court decision until the negotiation process is completed, either by means of agreement and City Council adoption of the MOU, or in the alternative, by means of the impasse resolution procedures set forth in Resolution No. 93-214.

ARTICLE 1.10 LABOR MANAGEMENT COMMITTEE

The CITY and ASSOCIATION agree to establish a Labor-Management Committee ("LMC"). Each party shall appoint no more than three (3) members to the LMC. The LMC shall meet on an ad hoc basis, but no more than once every three (3) months unless mutually agreed to otherwise, at a mutually convenient time and place to informally discuss any matters pertinent to maintaining good employer-employee relations. Both parties agree and understand that the LMC is only advisory in nature. Each party shall advise the other at least two (2) working days prior to such meeting of the subject matters they wish to discuss. Employees shall not lose any compensation or benefits for attendance at LMC meetings conducted during regular work hours.

During the term of this agreement, the subjects to be discussed during the Labor Management Committee shall include, but are not limited to, the following issues:

- Flexible Staffing
- Adding Lead Classifications
- Adding language on filling vacancies and handling recruitments, promotions, and transfers.
- Adding language that discipline is progressive and establish the order of discipline.
- Establishing a written Police Department policy for reinstating status on force list (overtime order list) for Dispatch employees on protected leave.

SECTION II – COMPENSATION

ARTICLE 2.01 COMPENSATION

A. Year 1

Effective the pay period starting September 8, 2024, the following shall occur:

1. The base pay of all represented employees is increased by a four percent (4%) cost-of-living adjustment (“COLA”).
2. The base pay of Public Safety Dispatchers I and II is increased by an additional equity adjustment of one percent (1%), not to be compounded with the 4% COLA.”
3. The base pay of the Building Inspector I position is increased by an additional equity adjustment of five percent (5%), not to be compounded with the 4% COLA.”
4. The base pay schedule for represented employees reflecting the above changes is attached hereto as Exhibit A.

B. Year 2 (FY 2025/26)

Effective with the pay period starting June 29, 2025, employees shall be granted a COLA in base pay equivalent to the lesser of either four percent (4%) or the percentage change of the 2024 Annual Consumer Price Index for all Urban Consumers (CPI-U) not seasonally adjusted for the Riverside-San Bernardino-Ontario area. If the CPI-U percentage change is negative, then the COLA shall be zero percent (0%).

C. Year 3 (FY 2026/27)

Effective with the pay period starting June 28, 2026, employees shall be granted a COLA in base pay equivalent to the lesser of either the percentage change of the 2025 Annual Consumer Price Index for all Urban Consumers (CPI-U) not seasonally adjusted for the Riverside-San Bernardino-Ontario area, or the percentage change, year-over-year between audited fiscal years 2023/24 and 2024/25, in Recurring Revenue of the CITY’s primary Operating Funds (as previously defined by the CITY in negotiations), but not to exceed four percent (4%) or be less than two percent (2%). If the CPI-U percentage change is negative or the change in Recurring Revenue is below zero percent (0%), then the COLA shall still be no lower than two percent (2%).

ARTICLE 2.02 HOLIDAY PAY

Represented employees who work the holidays listed in Article 2.15(B) shall be paid at the rate of time and one-half for those holidays actually worked. The time and one-half pay shall not apply to the hours worked on the holiday time designated as the Floating Holiday.

ARTICLE 2.03 TEMPORARY ASSIGNMENT PAY

As a result of vacancies, leaves of absence, or other reasons, it may be necessary to temporarily reassign the duties of an authorized position to another employee. When such assignments require the employee to assume substantial additional duties that are outside the scope of the employee's regular assignment for a period in excess of fourteen (14) consecutive calendar days, the employee shall be entitled to a salary adjustment to reflect the new duties. The following shall apply in these instances:

- A. Approval required. Upon the recommendation of the Department Head and with the approval of the City Manager, an employee may temporarily be assigned to a higher-level classification to perform duties, provided that:
 - 1. The higher-level position is vacant and is approved by the City Manager for new or continued staffing.
 - 2. An employee is called upon to perform substantially the duties of the higher-level position, and the duties for the higher-level position are outside the scope of the employee's current classification as determined by the City Manager and the Department Head.
 - 3. The vacancy is expected to continue for at least fourteen (14) consecutive calendar days but not longer than one (1) calendar year, and
 - 4. The employee possesses the minimum qualifications to perform the work of the higher-level position.
- B. Salary. The employee in such a temporary assignment shall be entitled to a salary adjustment of approximately five (5) percent or the "A" step of the salary range of the higher-level position, whichever is greater, for the duration of the temporary assignment beyond the first fourteen (14) days. Such an assignment shall not extend beyond 180 calendar days without the approval of the City Manager.

ARTICLE 2.04 ASSIGNMENT PAY – TRAINING

Employees holding the position of Public Safety Communications Dispatcher will be compensated an additional five (5) percent over the employee's base rate of pay for each day or portion thereof, during which they are assigned a trainee employee by the Police Chief or the Police Chief's designee.

ARTICLE 2.05 SPANISH LANGUAGE PAY

The CITY shall establish a Spanish Language Pay program that will provide an additional two and one-half percent (2.5%) of base pay for employees called upon to speak Spanish in assisting the public during the course and scope of performing assigned duties based on business necessity. The number of members to be eligible shall be determined by the CITY. To receive the Spanish Language Pay benefit, an employee must be certified as bilingual on a conversational level by passing an examination established by the CITY. Any

employee expected to employ the bilingual skill shall be given the opportunity to test for certification within thirty (30) calendar days of designation by the Department Director to employ such skill when called upon. It is understood that those receiving Spanish language compensation may, on occasion, be required to leave their specific work location to assist other non-bilingual employees in serving the public. It is also understood that employees not receiving Spanish Language Pay shall not be required to or expected to speak Spanish to assist the public on anything other than an incidental basis.

ARTICLE 2.06 COURT ASSIGNMENT PAY

The CITY shall pay a minimum of two hours at the rate of time and one-half for authorized court assignments, including court appearances as well as being placed “on call” for such appearances when such appearances occur outside the regular work shift.

ARTICLE 2.07 COMPENSATORY TIME

Employees who earn Compensatory Time Off (“CTO”) in lieu of overtime may accrue such leave time up to a maximum of eighty (80) hours at any given time.

Twice each year (in June and December), employees who have accrued CTO hours may request to cash out all or a portion of these accrued hours. Requests must be made in writing to the Finance Department through the chain of command. The maximum cash out in any year shall be eighty (80) hours.

Starting in calendar year 2025, employees shall be entitled to cash out accrued CTO twice yearly as stated above, but they must first irrevocably designate in writing the amount of leave to be cashed out in the calendar year preceding the cash-out, and the cash out must be from time accrued after such designation. Cash-out is at the employee’s rate of pay at the time paid. Finance will supply the irrevocable designation form upon request.

ARTICLE 2.08 WORKING OUT OF CLASS

Should a situation arise wherein an employee is being called upon to substantially perform the preponderant duties of a higher job classification, said employee may submit a written request to the CITY for a classification review. Said request shall be submitted to the employee’s Department Head, who will consult with Human Resources.

The CITY shall respond in writing to the employee within twenty (20) days of receiving the request for a classification review.

ARTICLE 2.09 ON-CALL/CALL OUT PAY

- A. **On-Call.** Unit employees required to perform on-call duties as described below shall receive on-call benefits when returning to work after their normal shift and \$50 per day for each day assigned to on-call duty. For each holiday included in an on-call period, the affected employee shall receive an additional \$35.

Each Department Director who determines that on-call duty is necessary shall designate the minimum standards qualifying an individual to perform an on-call function and shall first seek on-call individuals by means of a voluntary sign-up list. If an insufficient number of employees volunteer for on-call duty, then the Department Director or their designee shall assign the appropriate number of employees to such status. Such assignments shall be on an equitable rotation basis.

Any employee designated to serve in an on-call capacity may seek a substitution by another employee, subject to submitting such a proposal to their supervisor and subject to the Department Director's approval of the substitution. Whenever an on-call substitution is made, only the person actually serving in the on-call capacity shall be compensated. The substituting employee shall receive \$50 for each day assigned to on-call. Substitutions shall be allowed for full days only.

Employees on an on-call status shall be required, at all times, to carry a functioning phone and be able to respond to calls within thirty (30) minutes of being called. In addition, employees are expected to maintain a state of mental alertness and physical dexterity similar to that which is required for the performance of their regular duties.

Employees assigned on-call, who are not in a condition to respond to calls for service, shall be subject to discipline and the loss of on-call pay.

B. Development Services Staff:

Call-out duty occurs when an employee is required to perform services outside of a regularly scheduled work shift. For the purpose of this Article, there are two types of call-out scenarios.

1. The first is when an employee is required to physically leave their residence and report for duty. This is a response call-out.
2. The second type of call-out is a non-response call-out, which occurs when an employee is telephoned and can resolve the problem without having to physically leave their residence and report to work.

Employees who have a response call-out will be paid for all hours worked with a minimum of two (2) hours, including all travel time for each call-out. Response call-out ends when an employee leaves their duty station. Any hours worked in excess of the two (2) hours, which includes travel time, will be paid at one and one-half (1.5) times their regular (non-overtime) rate of pay.

Employees who have a non-response call-out shall be compensated at one (1) hour of time and one-half. Non-response call time is cumulative; therefore, in the event that one or more phone calls are made to the employee, the employee shall be entitled to the actual amount of cumulative time spent, only if that cumulative time exceeds one hour in a 24-hour period. In summary, each call does not necessarily provide an hour of compensation.

C. Traffic Signal Technician:

When the Traffic Signal Technician is requested to respond from home after hours pursuant to Policy SOP # 22 to perform call-out duties, the CITY shall, in lieu of On-Call Pay, compensate said ASSOCIATION member with a minimum of three (3) hours pay at time and one-half for each response.

It is further acknowledged by both the CITY and the ASSOCIATION that the Traffic Signal Technician is a single-incumbent classification. As such, the CITY understands that the ASSOCIATION member reserves the right to decline the call-out request if they feel that they are either unable to respond in a timely manner or are otherwise unfit for duty at the time the request is made. In such cases, the CITY shall call upon other resources to respond.

D. Public Safety Dispatchers:

Public Safety Dispatchers required to return to duty during off-duty time for training and meetings shall receive a minimum of two (2) hours pay at time and one-half based on their hourly rate.

ARTICLE 2.10 SHIFT DIFFERENTIAL – POLICE DISPATCHER I, II

Shift Differential shall apply only to unit members classified as Police Department Dispatcher I or II. An amount equal to five percent (5%) of the Police Dispatcher’s unadjusted base salary shall be paid for each full work week served as a dispatcher during the 1800-0600 hours shift.

ARTICLE 2.11 CELL PHONE ALLOWANCE AND REIMBURSEMENT

All unit employees authorized/required to use a personal cell phone in the course and scope of performing their duties shall receive a \$40.00 per month cell phone allowance. Employees incurring cell phone expense/cost in excess of the \$40.00 per month allowance may submit receipts for reimbursement for amounts above the \$40.00 per month cell phone allowance.

ARTICLE 2.12 UNIFORM ALLOWANCE

- A. All unit employees in the positions listed below shall be provided with an annual uniform allowance in the amount of \$600. Payment shall take place on the first payday in January each year. The CITY will not provide extra payment for clothes or uniform items damaged, regardless of fault. Classifications covered by this provision include:

Code Enforcement Officer
Community Services Officer I

Community Services Officer II
EMS Coordinator
Police Services Technician I
Police Services Technician II
Property Evidence Technician
Public Safety Dispatcher I
Public Safety Dispatcher II

- B. All unit employees in positions listed below shall be provided with an annual uniform allowance in the amount of \$1,850. Payment shall take place on the first payday in January each year, beginning January 2023. The CITY will not provide extra payment for clothes or uniform items damaged, regardless of fault. Classifications covered by this provision include:

Fire Inspector

- C. Commencing January 1, 2025, three tiers of uniform allowance benefit are created to replace the above A and B language in their entirety and to provide as follows, with the amounts to be paid equally across all pay periods in each calendar year:

1. \$600 for EMS Coordinator, Police Services Technician I & II, Property Evidence Technician, and Public Safety Dispatchers.
2. \$1,000 for Code Enforcement Officers and Police Community Services Officers.
3. \$1,850 for Fire Inspector.

ARTICLE 2.13 BOOT ALLOWANCE

- A. All unit employees in the positions listed below shall wear boots that meet Occupational Safety and Health Administration (OSHA) guidelines for foot protection and safety. Boots will be purchased by the CITY in an amount not to exceed \$300 per fiscal year per eligible employee. Classifications covered by this provision include:

Building Inspector
EMS Coordinator
Fire Equipment Mechanic
Fire Inspector
Maintenance Worker I
Maintenance Worker II
Park Ranger
Police Community Services Officer
Public Works Equipment Operator
Public Works Inspector
Senior Maintenance Worker
Senior Public Works Inspector

- B. Boots must comply with the American Society for Testing and Materials (“ASTM”) or the American National Standards Institute (“ANSI”) standards required for the work to be performed by the employee. Eligible employees may purchase ASTM/ANSI compliant work boots using their personal funds at a store or vendor of their choosing. Employees are not required to have the CITY or its representatives purchase the work boots directly for the CITY employee.
- C. Upon the Department Head or designee’s verification of the purchase of ASTM/ANSI compliant work boots, the CITY shall reimburse eligible employees for the purchase, repair, and maintenance of the work boots, not to exceed \$300 per fiscal year.
- D. The purchase of shoelaces, inserts, and liners for work boots is considered repair and/or maintenance of the eligible employee’s work boots and may be purchased and reimbursed pursuant to this policy. The purchase of such shoelaces, inserts, and liners will be counted towards the \$300 maximum reimbursement per fiscal year. Socks are expressly excluded from this reimbursement policy.
- E. Eligible employees may be reimbursed for more than one pair of ASTM/ANSI compliant approved work boots per fiscal year, provided the amount does not exceed the maximum reimbursement of \$300 during the same fiscal year.
- F. Eligible employees may submit multiple requests for work boot reimbursement during the same fiscal year as long as they have not reached the maximum reimbursement of \$300 per fiscal year.
- G. Eligible employees are responsible for any amount of purchase of work boots and/or shoelaces, inserts, and liners in excess of \$300 per fiscal year and shall not be reimbursed above the agreed-upon \$300 per fiscal year limitation.
- I. Boot purchase, repair, and/or maintenance expenses will be reimbursed to eligible employees by submitting a completed request for reimbursement with receipt(s) to their department. The department is then tasked with reporting/inputting the request to Finance, who will review the record and supporting documents for completeness and accuracy before processing a check to the employee.
- I. Eligible employees who fail to purchase their work boots and/or shoelaces, inserts, and liners within the fiscal year will not be eligible to roll any of the \$300 amount forward to the following fiscal year.
- J. Employees are prohibited from returning the work boots and/or shoelaces, inserts, and liners for reimbursement from the vendor after they have received reimbursement from the CITY. Any employee found to be abusing the above reimbursement process may be subject to disciplinary action, up to and including termination of employment.

ARTICLE 2.14 LONGEVITY PAY

At 15 years of continuous service, an employee will receive 2% of their base pay as longevity pay. At 20 years of continuous service, an employee will receive an additional 3% of their base pay.

ARTICLE 2.15 CERTIFICATION PAY

CITY will pay \$75 per month for those dispatchers possessing an intermediate P.O.S.T. certification or \$150 per month for those dispatchers possessing an advanced POST certification, effective the pay period starting September 8, 2024. This is an either/or non-stackable benefit. This certificate pay shall be provided to the employee starting the first full pay period following the employee's submittal of proof of valid and current certification. In addition, to remain eligible for this pay, the employee must maintain their certification. In the event an employee does not recertify, the certification pay shall cease effective the first day of the pay period following the expiration of the certification.

ARTICLE 2.16 HOLIDAYS

- A. CITY employees shall be eligible for holidays as prescribed in this section of this MOU.
- B. The approved CITY holidays shall be as follows:
 - 1. New Year's Day
 - 2. Martin Luther King Jr. Day
 - 3. Presidents' Day
 - 4. Memorial Day
 - 5. Independence Day
 - 6. Labor Day
 - 7. Veterans Day
 - 8. Thanksgiving Day
 - 9. The day after Thanksgiving
 - 10. Christmas Eve Day
 - 11. Christmas Day
 - 12. New Year's Eve Day
 - 13. One (1) Floating Holiday
- C. Holiday Value: The hour value for each holiday shall be equivalent to the employee's authorized work schedule (e.g., If the holiday falls on a regularly scheduled eight (8) hour workday, the value of the holiday leave is eight (8) hours. If the holiday falls on a regularly scheduled nine (9) hour workday, the value of the holiday leave is nine (9) hours. If the holiday falls on a regularly scheduled ten (10) hour workday, the value of the holiday leave is ten (10) hours. If the holiday falls on a regularly scheduled twelve (12) hour workday, the value of the holiday leave is twelve (12) hours).

- D. Procedure if Holiday Falls on Saturday or Sunday: For Saturday holidays, facilities that are normally closed on Saturday will be closed to the public on the preceding Friday, with applicable CITY employees observing the holiday on Friday. Facilities normally open on Saturday will observe the holiday on the actual date (Saturday).

For Sunday holidays, facilities that are normally closed on Sunday will be closed to the public on the following Monday, with applicable CITY employees observing the holiday on Monday. Facilities normally open on Sunday will observe the holiday on the actual date (Sunday).

- E. Procedure for Work Schedule Changes: Should an employee's authorized work schedule (e.g., 5/8, 9/80, 4/10, or 3/12) be changed, resulting in a change in regular hours worked (e.g., 8, 9, 10, or 12), the hour value of holidays will be adjusted for any holidays remaining after the schedule change.

- F. Holiday Leave Bank

1. Employees will be provided holiday leave hours on the first payday in July. . Employees on a 5/8 work schedule will receive ninety-six (96) hours of holiday leave. Employees on a 9/80 work schedule will receive one hundred eight (108) hours of holiday leave. Employees on a 4/10 work schedule will receive one hundred twenty (120) hours of holiday leave. Employees on a 3/12 work schedule will receive one hundred fifty (150) hours of holiday leave. An employee's holiday leave bank shall be reduced by the number of hours taken for each holiday or observed holiday.

Employees will be provided floating holiday leave hours on the first payday in July. Employees on a 5/8 work schedule will receive eight (8) hours of floating holiday leave. Employees on a 9/80 work schedule will receive nine (9) hours of floating holiday leave. Employees on a 4/10 work schedule will receive ten (10) hours of floating holiday leave. Employees on a 3/12 work schedule will receive twelve (12) hours of floating holiday leave. An employee's floating holiday leave bank shall be reduced by the number of hours taken for each holiday or observed holiday.

2. Employees are required to use holiday leave each time a CITY-authorized holiday or observed holiday falls on a day when the employee would normally be scheduled to work.
3. Holiday leave bank hours may be used only after the holiday or observed holiday has occurred unless the City Manager has granted an exception. The Floating Holiday may be used as paid leave at any time during the same fiscal year in which it was credited to the employee's Floating Holiday leave bank. Such time must be scheduled in advance and approved by the Department Head, with consideration given to sufficient staff being available to continue the efficient operation of the department.

4. Holidays, excluding the Floating Holiday, occurring during a Leave without Pay are not earned or vested. An employee on leave without pay for the entire fiscal year will not earn the Floating Holiday for that same year. Unearned holiday hours will be deducted from the employee's Holiday leave Bank.
 5. Any Holiday leave Bank hours that are not used by the last day of the last full pay period in June shall be cashed out on the final payday in June.
- G. Employees Required to Work on Holiday: Employees who work on the actual or observed holidays listed in Article 2.15(B) shall not have their holiday bank hours reduced and shall be paid at the rate of time and one-half for all hours actually worked on those holidays. Employees who work a partial day, defined as fewer hours than the employee's normal workday, shall be paid at the rate of time and one-half for all hours actually worked on those holidays and shall have their holiday bank reduced by the number of hours necessary to cover the difference in the number of hours of their regular shift if any. An employee who works both an observed and actual holiday shall only be eligible for holiday pay on one (1) such date and shall only receive the holiday leave value for one holiday.
- H. Procedure if Holiday Falls on Regular Day Off: If an actual or observed holiday occurs on a day that is the employee's regular day off and the employee is not required to work (on either the actual or observed date), their holiday bank hours shall not be reduced. The employee will be able to use the full holiday or half-day holiday leave hours at another time.
- I. Employees beginning employment during the fiscal year will start with a prorated Holiday Leave Bank. Hours will be credited in accordance with the employee's authorized work schedule for each CITY authorized holiday that has not yet occurred.
- J. Employees separating employment with the CITY during the fiscal year will receive payment for unused holiday leave only for holidays that have already occurred and been earned, including the Floating Holiday, if the employee has not yet used them. Payroll will audit the holiday leave bank and make adjustments on the final paycheck if necessary.
- K. "Bank Hours" or "Credits" for Public Safety Dispatcher I/II: The Public Safety Dispatcher I/II are normally required to work on approved holidays because they work in positions that require scheduled staffing without regard to holidays. The Public Safety Dispatcher I/II accrue holiday "bank hours" or "credits" to be used at a later date. The Public Safety Dispatcher I/II shall have the right under the MOU to cash out any accrued and unused holiday "bank hours" or "credits" of up to eighty (80) hours each on the first payday in June and December upon written request with thirty (30) days' notice to the CITY. If a Public Safety Dispatcher I/II does not elect to cash out their "bank hours" or "credits" in December or on the first payday in June, all unused "bank hours" or "credits" shall be cashed out on the final payday in June of the same fiscal year in which they

were accrued. The CITY shall report such Dispatcher cash-outs under these circumstances and meeting these criteria as reportable compensation to CalPERS to the extent CalPERS permits it. The Public Safety Dispatcher I/II are the only represented employees who cash-out holiday hours per CalPERS rules and regulations. (See CalPERS Circular Letter 200-064-14 and CalPERS Circular Letter 200-019-20, interpreting Rule 571 and the Government Code).

ARTICLE 2.17 INSURANCE & RETIREMENT BENEFITS

A. Medical Insurance

The CITY shall provide funding for medical and related expenditures as follows: The CITY is a contracting agency for participation in the Public Employees Medical and Hospital Care Act ("PEMHCA"). Government Code § 22892 provides for the minimum employer contributions to allow enrollment in PEMHCA. Effective January 1, 2017, the CITY contribution to PEMHCA was set at \$128.00 monthly and shall, from calendar year to calendar year, be adjusted to correspond with statutory amended minimum employer contribution rates. (The CITY has been advised that, effective January 1, 2025, the minimum mandated employer contribution ("MEC") under PEMHCA shall be \$158.00 monthly per employee). The monthly MEC per employee is \$157 for 2024.

The CITY shall fund a Section 125 Cafeteria Plan on behalf of each employee in the following amounts, which includes the MEC:

- Effective January 1, 2024, the total monthly contribution shall be \$1,647.83 per month.
- Effective the pay period starting September 8, 2024, the total monthly contribution shall be \$1,747.83 per month.
- Effective January 1, 2025, the total monthly contribution shall be \$1,891.28 per month. This includes an additional one-time contribution of \$100.

The CITY's Section 125 Cafeteria Plan contribution will be adjusted each January thereafter (starting 2026) by fifty percent (50%) of the increase in premium cost (defined as the difference in the premium rate from the current year to the next, e.g., January 2025 to January 2026, etc.) for the lowest cost monthly family premium for a CalPERS sponsored HMO health insurance plan in Region 3 (excluding HealthNet Salud Y Más). In the event that premiums decrease from one January to the next, the CITY shall continue to pay the higher contribution amount based on the prior January's premium. No increases in the CITY's contribution will be required again until the relevant plan premium cost increases above the total amount then paid by the CITY toward the cafeteria plan. The 50% split will then be calculated only on the amount that the new relevant plan premium cost exceeds the premium cost that the CITY's cafeteria plan contribution is based on.

The following example reflects the parties' understanding of how the CITY's contributions will be calculated based on the above formula:

Example:

Plan Year 2025: Lowest Cost Family Plan - \$1,919.09 (Blue Shield Trio HMO)

Plan Year 2024: Lowest Cost Family Plan - \$1,832.19 (Blue Shield Trio HMO)

2024 Total CITY Contribution - \$1,747.83

2025 CITY Contribution Calculation:

2025 Premium (\$1,919.09) – 2024 Premium (\$1,832.19) = \$86.90 / 2 = \$43.45 + \$1,747.83 + \$100 (one-time additional contribution) = \$1,891.28

Up to \$833.43 of the monthly Cafeteria Plan health contribution may be utilized only for medical insurance premiums. The remaining amount may be used for other allowable Cafeteria Plan expenditures, such as medical premiums, Flexible Spending Account contributions, Dependent Care FSA, or taken as a taxable cash payment (limited to the following provisions).

Taxable Cash Payment (cash-in-lieu of health care):

1. Employees hired on or before September 30, 2019, who elected and received cash-in-lieu for Plan Year 2019 (Tier 1) shall be allowed to maintain the benefit in effect at the time (up to \$688.28). Should such an employee reduce or eliminate the cash-in-lieu benefit amount in future years, such election will be final (i.e., it cannot be increased or reinstated in the future, though the employee can elect to reduce the benefit further until it is eliminated).
2. Any employee hired on or before September 30, 2019, who did not elect cash-in-lieu for Plan Year 2019 shall not be eligible for the cash-in-lieu benefit.
3. New employees hired on or after October 1, 2019, shall not be eligible to receive the cash-in-lieu benefit.
4. Employees who take the Taxable Cash Payment are required to review and execute the CITY's Medical Insurance Opt-Out and Eligible Opt Out Arrangement Attestation form that certifies that they have been offered health insurance coverage by the CITY and knowingly and voluntarily opt out of same based upon qualifying alternate coverage and also understand the taxable consequences of receiving the cash-in-lieu payment.

B. Retiree Medical:

Employees retiring from the City of Murrieta who choose to continue their CalPERS health insurance upon retirement are eligible to receive the following benefit based on their hire date with the City of Murrieta:

1. **Employees hired prior to January 1, 2008** – eligible retirees shall receive the monthly minimum mandated employer contribution to participate in PEMHCA (\$112.00 per month for the calendar year 2012) and a \$721.43 monthly contribution to a Retirement Health Savings Plan (RHS). The total monthly expenditure for pre-January 1, 2008, employees who thereafter retire, shall remain fixed at a maximum \$833.43 (consisting of the minimum mandated contribution to participate in PEMHCA, as from time to time exists, and the RHS contribution.)
2. **January 1, 2008, through July 14, 2014** (10 complete years of CITY service) – employees hired on and after January 1, 2008, and before July 15, 2014, and who thereafter retire from CITY service with a minimum of ten (10) complete years of service with the CITY, shall receive CITY-funded medical insurance for the retiree and eligible dependents, in an amount not to exceed \$360.00 per month up to the date of eligibility to receive Medicare. Upon employee eligibility for Medicare, the CITY contribution to medical insurance shall be in the minimum mandated amount for employer contributions to participate in PEMHCA.
3. **January 1, 2008, through July 14, 2014** (fewer than 10 complete years of CITY service) - for those employees hired on and after January 1, 2008, and before July 15, 2014, who then retire from CITY service with fewer than ten (10) full years of CITY service, the CITY medical; insurance contribution shall be equivalent to the minimum mandated employer contribution to participate in PEMHCA.
4. **July 15, 2014, and later employees** – Employees hired on or after July 15, 2014, are eligible to receive only the PEMHCA minimum mandated contribution. The minimum contribution will be \$100.

C. Dental and Orthodontic:

The CITY agrees to provide a dental and orthodontic benefit plan. The CITY also agrees to pay monthly premium payments for each employee and the employee's dependents.

D. Vision Plan:

The CITY agrees to provide a vision plan. The CITY also agrees to pay monthly premium payments for each employee and the employee's dependents.

E. Life Insurance:

The CITY agrees to provide life insurance coverage in the coverage amount of \$50,000 through an insurance company selected by the CITY. The CITY shall pay the full monthly premium for said life insurance. When available through the CITY, employees may purchase additional life insurance at a cost to be paid by the employee.

F. Long-Term Disability:

The CITY agrees to provide long-term disability insurance coverage through an insurance company selected by the CITY. The CITY shall pay the full monthly premium for said insurance coverage.

G. Short-Term Disability:

The CITY agrees to provide short-term disability insurance for all eligible represented classes through an insurer selected by the CITY. The CITY shall pay the full premium for said insurance.

H. Cafeteria Plan:

The CITY agrees to establish a Cafeteria Plan to allow employees to make pre-tax deductions from their earnings for the purposes of being reimbursed by a third-party administrator for eligible health and dependent care expenses. As part of this plan, the CITY agrees to provide a “premium-only plan” which will allow employees to make pre-tax deductions from their earnings for the purposes of paying their employee contributions for medical insurance premiums. The CITY will pay all administrative costs for this program.

I. California Public Employees Retirement System:

1. The CITY will provide the CalPERS retirement formulas as outlined below:

Employees hired prior to December 30, 2012: Effective July 1, 2007, the CITY amended its CalPERS retirement contract to provide Section 21354.5 (2.7% at Age 55 Retirement Benefit Formula, One-Year Final Compensation) for represented employees. The CITY shall pay the full employer cost for this benefit. The employee rate will be eight (8) percent. Effective September 9, 2012, employees will pay six and one-half percent (6.5%) of the employee portion of the CalPERS retirement contribution. Effective June 30, 2013, members will pay the entire eight percent (8%) of the Employee portion of the CalPERS retirement contribution.

Employees hired on or after December 30, 2012: Effective December 30, 2012, the CITY amended its CalPERS retirement contract in accordance with Section 21354.5 of the Public Employees’ Retirement Law, to provide a 2% at age 60 (Three-Year Final Compensation) retirement benefit formula for represented employees hired on or after December 30, 2012. Effective January 1, 2013, this benefit only applies to employees hired who are, by CalPERS definition, a “Classic member”. The term Classic member is an individual who entered into membership with CalPERS or a reciprocal retirement system on or before December 31, 2012, and who does not meet the definition of a “New member” in Government Code (“GC”) Section 7522.04(f). Employees who receive this retirement benefit formula will pay the entire seven percent (7%) of the employee portion of the CalPERS retirement contribution.

Effective January 1, 2013, under the Public Employees’ Pension Reform Act of 2013 (“PEPRA”) the CITY will provide a 2% at age 62 (Three-Year Final Compensation) retirement benefit formula for represented employees hired as a “New Member” on or after January 1, 2013. CalPERS definition of a New Member means any of the following: 1. An individual who becomes a member of CalPERS for the first time on or after January 1, 2013. 2. An individual who is not subject to reciprocity (under GC 7522.02(c)). 3. An individual who was an active member

of CalPERS or reciprocal retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer. A New member will pay 50% of the normal cost rate for their defined benefit plan, which was seven percent (7%) as of July 1, 2019. The normal cost rate may fluctuate based on CalPERS actuarial valuations.

2. CalPERS 1959 Survivor Benefit. Effective November 7, 2004, the CITY agreed to provide the fourth level 1959 Survivor Benefit to represented employees. The CITY shall pay the employer's administrative costs for said benefit, and the employee shall pay his or her share of the monthly cost for said program.
3. Effective November 7, 2001, the CITY agreed to amend its contract with the California Public Employees Retirement System to provide Military Service Credit as Public Service (GC Section 21024). Under this amendment, employees must pay the costs of purchasing their service credit.

ARTICLE 2.17 DEFERRED COMPENSATION

For those employees participating in a CITY sponsored 457 Deferred Compensation Program, the CITY shall contribute a matching amount to the employee's account on a dollar-for-dollar basis, not to exceed two thousand dollars (\$2,000) per year.

ARTICLE 2.18 TUITION REIMBURSEMENT PROGRAM

After twelve (12) months of full-time employment with the CITY, regular full-time employees shall be eligible to receive financial assistance for approved courses completed at an accredited educational institution. The maximum reimbursable amount shall be thirty-five hundred dollars (\$3,500) (with a lifetime cap of thirteen thousand eight hundred dollars (\$13,800)) per employee per fiscal year for allowable expenses as outlined in the CITY's Tuition Reimbursement Policy. Reimbursement will be made provided: pre-approval was obtained; courses are satisfactorily completed; appropriate proof of successful completion is submitted to Human Resources; courses of instruction will enable the employee to perform their present duties more effectively or will prepare them for future opportunities which they could reasonably expect a promotion or transfer to at the CITY; the hours of instruction for the course do not conflict with the employee's regularly scheduled work day; and reimbursement is limited to a maximum of two courses per semester or quarter. Both the CITY and ASSOCIATION believe that tuition reimbursements under this section are not subject to taxation, and the CITY's practice of not subjecting them to tax withholding will continue.

Repayment of Tuition Reimbursement:

Employees are required to pay back a pro-rated amount of the tuition reimbursement received if the employee voluntarily separates from employment with the CITY within three (3) years of receiving such reimbursement. The repayment amount shall equal the remaining pro-rated portion of the compensation received. For example, an employee would be required to pay back one half (1/2) of the compensation received if the employee voluntarily separates eighteen (18) months after receiving tuition

reimbursement. The repayment may be deducted from the employee’s final check or leave cash-out with the written agreement of the employee.

SECTION III – HOURS

ARTICLE 3.01 LEAVES

All applicable leave accruals (i.e., annual), unless otherwise specified in this MOU, are calculated and credited to each employee based upon an eight (8) hour workday. All leave hours taken shall be based upon the length of a given employee's workday (i.e., 8 hrs, 9 hrs, 10 hrs, 12 hrs) and charged against the applicable accrued leave balance.

A. Jury Leave

Employees who are called for jury service in any court in the State of California or in the United States shall be granted a paid leave of absence to serve as a juror.

An employee summoned to and serving on jury duty shall submit evidence of the summons to Human Resources and may be absent from duty with full pay. The employee shall be entitled to retain the pay received for jury duty as partial or full reimbursement for the additional expenses associated with jury duty, with no additional reimbursement by the CITY.

B. Military Leave

Military leaves of absence shall be governed by the provisions of Sections 395 *et seq.* of the Military and Veterans Code.

C. Family Illness Leave

When employees need a leave of absence due to a family illness, said leave time shall be taken and paid from accrued Annual Leave.

D. Bereavement Leave

1. Immediate Family. For purposes of determining Bereavement Leave, the term “immediate family” is defined as spouse, domestic partner, child, parent, sibling, and grandparents; the aforementioned, either natural, legally adopted, step or in-law, or any person over whom the employee acts as the legal guardian, or a verifiable current member of the employee's immediate household. The CITY and the Association further agree that the definition of immediate family shall include an ex-spouse if the employee is escorting dependent children to the funeral of an ex-spouse who was the parent of the dependent child or children.

2. Travel Less Than 300 Miles. Upon the death of an immediate family member whose memorial/burial services occur within less than 300 miles from the CITY, an employee may use up to three (3) work shifts of paid Bereavement Leave not chargeable to any other leave and an additional two (2) work shifts of any other leave or of unpaid leave for a total of five (5) work shifts.
3. Travel More Than 300 Miles. Upon the death of an immediate family member whose memorial/burial services occur 300 miles or more from the CITY, an employee may use up to five (5) work shifts of paid Bereavement Leave not chargeable to any other leave.
4. Other Terms and Conditions of Use. Bereavement Leave must be completed within three (3) months of the immediate family member's death and may be intermittent leave and is not required to be used in consecutive amounts. Intermittent leave shall equate to the number of equivalent hours as constitute the employee's normal work shifts as of the date Bereavement Leave is first requested. Employees are required to provide documentation to the CITY of the immediate family member's death within thirty (30) days of the first day of use of Bereavement Leave. "Documentation" includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The CITY shall maintain the confidentiality of any employee requesting leave under this section. Any documentation provided to the CITY regarding this leave shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel, as necessary or as required by law.

E. Reproductive Loss Leave

Employees who have been employed by the CITY for at least thirty (30) days may take up to five (5) work days of reproductive loss leave following a reproductive loss event. Employees who experience more than one reproductive loss event within a twelve (12) month period may take up to five (5) work days off for each reproductive loss, up to a maximum of twenty (20) work days of reproductive loss leave within a twelve (12) month period. Employees may take the leave following their own reproductive loss event or that of another person, if the employee would have been the parent of the child born or adopted.

Definitions

A reproductive loss event is any of the following:

1. Miscarriage;
2. Stillbirth;
3. Failed adoption – for example, if a birth mother or legal guardian breaches or dissolves an adoption agreement, or if an adoption is not finalized for another reason;
4. Failed surrogacy – for example, if a surrogate breaches or dissolves a surrogacy agreement, or if an embryo transfer fails; or

5. Unsuccessful assisted reproduction – for example, a failed intrauterine insemination or embryo transfer.

Other Terms and Conditions

Employees may take the leave on consecutive work days, or can elect to use the leave on non-consecutive work days. The leave must be completed within three (3) months of the reproductive loss event. However, if prior to or immediately after a reproductive loss event, the employee is on or chooses to go on Pregnancy Disability Leave, leave under the California Family Rights Act, and/or any other leave entitlement under state or federal law, the employee must complete the Reproductive Loss Leave within three (3) months of the end date of the other leave.

Employees must provide reasonable advance notice of the need for the leave to their supervisor, unless advance notice is not feasible. If advance notice is not feasible, the employees should notify their supervisor as soon as possible of the need for the leave. The CITY may require documentation of the qualifying reproductive loss event.

The employee may elect to use accrued, available Annual Leave and/or Compensatory Time for the reproductive loss leave; otherwise, the leave is unpaid.

F. Leave for Crime Victims

Employees who are victims of certain crimes or who have certain relationships with the victim of certain crimes may take time off work under the following circumstances:

1. Type 1 Crime
 - (a) The crime must be a violent or serious felony as defined by law, or a felony provision of law proscribing theft or embezzlement;
 - (b) The employee must be the victim of the crime, or the employee must be an immediate family member, a registered domestic partner, or a child of a registered domestic partner who is the victim of the crime; and
 - (c) The absence from work must be in order to attend judicial proceedings related to the crime.

An immediate family member is defined as: a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, and stepfather. A registered domestic partner means a domestic partner who is registered in accordance with California state law.

2. Type 2 Crime

- (a) The employee, or the employee’s spouse, parent, child, sibling, or guardian, must be a victim of any of the following offenses as defined by the Penal Code and/or Vehicle Code and identified in California Labor Code section 230.5. “Victim” is defined as suffering direct or threatened physical, psychological, or financial harm as a result of the following offenses.
 - (1) vehicular manslaughter while intoxicated
 - (2) felony child abuse likely to produce great bodily harm or death
 - (3) assault resulting in the death of a child under eight years of age
 - (4) felony domestic violence
 - (5) felony physical abuse of an elder or dependent adult
 - (6) felony stalking
 - (7) Solicitation for murder
 - (8) Serious felony
 - (9) Hit-and-run causing death or injury
 - (10) Felony driving under the influence causing injury
 - (11) Sexual assault
- (b) The employee requests time off work to appear in court to be heard at any proceeding (including any delinquency proceeding) involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which the right of the victim (the employee, or the employee’s spouse, parent, child, sibling, or guardian) is at issue.

Notice of the Need for the Time Off /Leave

The employee must notify their supervisor of the need for the time off work at least ten (10) work days in advance of the date on which the employee intends to take time off work to attend the judicial proceeding. If ten (10) work days advance notice is not reasonably possible, employee should notify their supervisor as soon as reasonably possible in advance of the absence. The employee’s notice to the supervisor should include the documentation/certifications described below if possible. If advance notice of the absence is not feasible, the employee must provide to their supervisor the documentation/certification below within a reasonable period of time after the employee’s absence from work.

For time off for a Type 1 Crime, the employee must provide to their supervisor documentation of the scheduled court proceeding either before taking the time off work or within a reasonable time after the absence from work. Such documentation is typically a notice given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office.

For time off for a Type 2 Crime, the employee must provide to their supervisor appropriate certification either before taking time off work, or within a reasonable time after the absence from work. Appropriate certification may include: (a) a police report indicating that the employee was a victim of the a crime that falls within the Type 2 Crime definition above; (b) a court order protecting or separating the employee from the perpetrator of the offense or other evidence from the court or prosecuting attorney that employee has appeared in court; or (c) documentation from a medical professional, domestic violence advocate, advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from a Type 2 Crime.

Use of Accrued, Available Paid Leave

When an employee takes time off/leave for a qualifying reason, the employee must use accrued available Annual Leave and/or Compensatory Time to cover the time absent from work; otherwise, the time off/leave will be unpaid.

G. Leave for Victims of Domestic Violence, Sexual Assault, Stalking or Certain Crimes

Employees who are victims of domestic violence, sexual assault, and/or stalking, or a crime that caused physical injury, or caused a mental injury and threat of physical injury, and employees whose immediate family member is deceased as a direct result of a crime are eligible for time off work for the following purposes:

1. To seek medical attention for the injuries caused by the crime or abuse;
2. To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
3. To obtain psychological counseling related to an experience of crime or abuse;
4. To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation; and
5. To obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child.

For purposes of this section, the term “crime” is defined, as set forth in Section 13951 of the California Government Code, to mean a crime or public offense that would constitute a misdemeanor or a felony and regardless of whether any person is arrested for, prosecuted for, or convicted of committing the crime.

Notice of the Need for the Time Off/Leave

An employee needing time off work for any of the above purposes shall notify Human Resources as soon as reasonably possible in advance of the employee’s intention to take the time off from work, unless advance notice is not feasible. When the employee does not provide advance notice of the intent to take the time off from work, the employee must provide, within a reasonable period of time after the absence, a certification to Human Resources. The certification may be:

1. A police report indicating that the employee was a victim;
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse;
3. Evidence of the employee’s court appearance;
4. Documentation from a licensed medical professional, domestic violence/sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse; or
5. Other reasonable evidence that reasonably verifies a crime or abuse occurred, or that the absence was for a qualifying reason.

Use of Accrued, Available Paid Leave

When an employee takes time off/leave for a qualifying reason, the employee must use accrued available Annual Leave and/or Compensatory Time off to cover the time absent from work; otherwise, the time off/leave will be unpaid. Nothing in this section creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is permitted by, the federal Family and Medical Leave Act (29 U.S.C. sect. 2601, et seq.).

H. Time Off/Leave for School Activities

Employees, who are a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children in kindergarten, or grades 1 through 12, or attending a licensed child care provider/facility, are eligible to use up to 40 hours of time off work each year for qualifying school/licensed child care provider activities (described below) and subject to the conditions below. Any unused time does not roll over to the following year.

1. Qualifying School/Licensed Child Care Provider Activities

An eligible employee may take time off work for the following reasons:

- (a) to find, enroll, or re-enroll his/her child in a school or with a licensed child care provider;
- (b) to participate in activities of his/her child’s school or licensed child care provider; and/or
- (c) to address a school or childcare provider emergency which means that the employee’s child cannot remain in a school or with a child care provider due to:
 - (1) the child’s behavioral or discipline problems;
 - (2) the closure or unexpected unavailability of the school or child care provider (excluding planned holidays); or
 - (3) a natural disaster, including but not limited to, fire, earthquake, or flood.

An employee cannot use more than eight (8) hours of time off in any calendar month (out of the forty (40) hours available each year) for the reasons in paragraphs 1(a) and/or (b).

If more than one eligible employee seeks planned time off work for the same child/children and a qualifying school/licensed child care provider activity, and the employees work at the same worksite, the first employee at that worksite to request the time off will receive the time off. After the CITY makes the determination concerning who made the request first, the other employee(s) at the same worksite will only receive the time off if it is approved subsequently by their supervisor.

2. Notice of the Need for the Time Off Work/Absence

For time off work for school/licensed child care provider activities under paragraphs 1(a) and/or (b) above, an employee must provide notice to their supervisor of the need for time off work at least 10 work days in advance of the need for the time off. When 10 work days advance notice is not reasonably possible, the employee must notify their supervisor of the need for the time off as soon as reasonably possible in advance of the time off.

When the time off work is for an emergency, as defined in paragraph 1(c) above, the employee must notify their supervisor as soon as possible before taking the time off work, if reasonably feasible. If such notice before taking the time off work is not reasonably feasible, the employee must provide the notice to the supervisor as soon as reasonably possible thereafter.

Upon the CITY's request, employees must provide to the CITY written verification from the school or licensed child care provider that the employee engaged in a qualifying school/licensed child care provider activity on a particular date and time.

3. Use of Accrued, Available Paid Leave to Cover the Time Off Work/Absence

When an employee takes time off work for a planned absence for an above qualifying reason, the employee must use accrued, available Annual Leave and/or Comp Time to cover the time off work, and any remaining amount of time off not covered by the accrued, available Annual Leave and/or Comp Time shall be unpaid. For an unplanned time off work/absence due to an emergency as defined above, the employee can elect to use accrued, available Annual Leave and/or Comp Time in order to receive pay for all or part of the time off work. Otherwise, any time off work not covered by Annual Leave and/or Comp Time shall be unpaid.

Employees who are a parent or guardian of a child suspended from school may take time off to comply with the school's request, under California Education Code section 48900.1, that the employee attend the child's school. Prior to taking the time off for this purpose, the employee shall notify their supervisor as soon as reasonably possible, and, if feasible, at least 10 work days before the date of the school attendance date, and provide to the employee's supervisor a copy of the school's request. The employee's time off from work will be unpaid, unless the employee elects to use accrued, available Annual Leave and/or Comp Time for the work absence.

I. Annual Leave

1. All employees covered by the terms and conditions of this MOU shall accrue Annual Leave per the following schedule:

| Years of Service | Annual Accrual | Maximum Accrual |
|------------------|--------------------------------------|-----------------|
| 1 to 3 years | 152 hours per year (19 days x 8 hrs) | 544 hours |
| 4 to 6 years | 176 hours per year (22 days x 8 hrs) | 544 hours |
| 7 to 10 years | 192 hours per year (24 days x 8 hrs) | 544 hours |
| 11 to 15 years | 232 hours per year (29 days x 8 hrs) | 544 hours |
| 16+ years | 272 hours per year (34 days x 8 hrs) | 544 hours |

2. The maximum amount of scheduled Annual Leave time which may be taken shall be thirty (30) working days in a fiscal year unless used for sick leave purposes. Additional Annual Leave for exceptional situations may be granted on a case-by-case basis by the City Manager.
3. A minimum of eighty (80) hours of Annual Leave and/or floating holiday must be used each fiscal year by the employee.
4. Annual Leave may be accrued up to a maximum of five hundred and forty-four (544) hours. When this maximum amount is reached, the employee will no longer accrue additional Annual Leave. Annual Leave accruals will re-commence in the next pay period following the use of Annual Leave which reduces this balance below the maximum allowed. It is incumbent upon the employee to manage their accrued annual time off so as not to exceed the maximum amount of five hundred and forty-four (544) hours.
5. Earned and accrued Annual Leave may be taken before the completion of the first year of service with the approval of the City Manager or designee. Annual leave may be taken for the purpose of sick leave after the completion of ninety (90) days of CITY service and does not require City Manager approval. [See Article 3.01(J) below for requirements related to the use of annual leave as sick leave].
6. Vacation Postponement. If an employee does not utilize his or her Annual Leave for the purposes of vacation in any fiscal year, the employee may, subject to the approval of the City Manager, be allowed such vacation leave during the succeeding fiscal year. In no event, however, shall any employee's vacation leave with pay exceed thirty (30) working days in any fiscal year.
7. Holidays Within the Annual Leave period. Holidays falling within the scheduled Annual Leave period shall not be considered as part of an employee's vacation. Should a holiday be declared during an employee's Annual Leave period, an equivalent number of Holiday Leave Bank hours will be used instead of the Annual Leave. Illness occurring during a scheduled Annual Leave period shall not be considered as unscheduled (sick) leave.

8. Unused Annual Leave. Any employee who is eligible for Annual Leave benefits and terminates their employment with the CITY will be paid for any unused Annual Leave hours.
9. Use of Annual Leave in excess of eighty (80) consecutive hours, excluding usage for qualified sick leave, will require the City Manager's approval.
10. Employees who have a balance of at least one hundred and sixty (160) hours and have used a minimum of eighty (80) hours in the past fiscal year can cash out a maximum of eighty (80) hours of Annual Leave on the first payday in June and December each year. Starting with calendar year 2025, employees shall be entitled to cash out accrued Annual Leave twice yearly as currently provided, but they must first irrevocably designate in writing the amount of leave to be cashed out in the calendar year preceding the cash-out and it must be from future accruals. Cash-out is at the employee's rate of pay at the time paid. Human Resources and/or Finance will supply the irrevocable designation form upon request.

J. Sick Leave

1. Personal Sick Leave:

When an employee is absent from work due to personal illness, injury, a health-related reason (such as the diagnosis, care, or treatment of a health condition), or preventive care, said leave time shall be taken and paid from the accrued Annual Leave Bank.

2. Family Sick Leave:

When an employee is absent from work, or needs a leave of absence due to an illness or injury or health-related reason (such as the diagnosis, care, or treatment of a health condition) or preventive care of a qualified family member, said leave time shall be taken and paid from accrued Annual Leave Bank.

For the purpose of Family Sick Leave, a qualified family member means the employee's: child (includes any age or dependency status, or for whom the employee is a legal ward of stands in loco parentis), parent (includes a person who stood in loco parentis of the employee as a child), parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling.

3. Other Statutory Use:

Leave time shall be taken and paid from the accrued Annual Leave Bank to cover an absence for an employee who is a victim of domestic violence, sexual assault, or stalking to:

- a) Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or their child(ren).

- b) Obtain medical attention or psychological counseling; services from a shelter, program, or crisis center; or participate in safety planning or other actions to increase safety.

4. Medical Certification:

In the event of sick leave absences due to personal illness or injury, which exceeds three (3) consecutive workdays, the Department Head or Human Resources may require a physician's statement indicating the employee's fitness to return to work.

K. Leave Of Absence

NOTE: It is the intent of the CITY to comply fully with the Family and Medical Leave Act of 1993, the California Family Rights Act of 1995, and the California Pregnancy Disability Leave Law. Nothing in this MOU is intended to restrict employees' rights under these laws.

Leave Without Pay. An employee may be allowed a Leave of Absence without Pay. This can be initiated by a written request from the employee or a family representative if the employee is unable to make the request. The request shall be directed to the employee's Department Head, who will forward it with a written recommendation to the City Manager for review and approval. The City Manager's decision to approve or deny the request shall, in all cases, be final. The City Manager may grant an employee a Leave of Absence without Pay for a period not to exceed six (6) months. During such Leave of Absence without Pay, Annual Leave, and Holiday Leave Bank credits will not accrue, and the employee will be excluded from all other compensation and fringe benefits. However, the employee, at his or her discretion and cost, may take advantage of the COBRA program so that applicable benefits may continue.

L. Workers' Compensation Leave

When an employee is unable to work due to an accepted work-related injury, that employee shall receive Total Temporary Disability (TTD) benefits as provided by law. For sixty (60) workdays, the CITY shall pay the employee the difference between his/her regular base salary and the amount of the TTD payment. Any partial day off counts as a full day towards the sixty (60) days. Beyond the first 60 workdays of TTD, the employee shall have the option of using accumulated Annual Leave to supplement the TTD provided; however, the combined amount received from TTD and the supplement does not exceed 100% of base salary.

- M. During a pay period wherein an employee is supplementing his or her TTD with accrued Annual Leave, that employee will continue to accrue Annual Leave at their normal rate. This supplement shall be, at a minimum, equal to the employee's bi-weekly accrual rate. PAID LEAVE USE CONSIDERED HOURS WORKED FOR OVERTIME COMPUTATIONS

In determining an employee's eligibility for overtime pursuant to the FLSA, the use of paid leave time during an FLSA-designated work period shall be considered "hours worked" for purposes of determining FLSA eligibility for overtime.

ARTICLE 3.02 WORK SCHEDULES

A. Workweek:

The CITY defines the FLSA workweek for non-exempt employees as a period of 168 hours during 7 consecutive 24-hour periods beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday, except for employees on a 9/80 or 3/12 work schedule.

B. Workweek for 9/80 Work Schedule:

Employees working a 9/80 work schedule will have a regular day off every other week as determined by the CITY. For such employees working a 9/80 work schedule, each employee's designated workweek shall begin exactly four hours after the start of their eight-hour shift on the day of the week that corresponds to the employee's alternating regular day off.

C. Workweek for 3/12 Work Schedule:

Public Safety Dispatchers working a 3/12 work schedule will have an alternating regular day off every other week as determined by the CITY. For such employees working a 3/12 work schedule, each employee's designated workweek shall begin exactly half way through their twelve-hour shift on the day of the week that corresponds to the employee's alternating regular day off.

D. Alternative Work and Lunch Schedules:

With the approval of the Department Director, a Manager may be given the discretion to approve alternative work and lunch schedules for their subordinate personnel. The CITY reserves the right to rescind alternative work and lunch schedules with five (5) days' notice.

E. 4/10 Work Schedules:

The parties have agreed to implement a 4/10 work schedule that provides for City Hall to be open Monday through Friday. The 4/10 work schedule for full-time employees can be any combination of workdays that allows an employee to be scheduled for four (4) ten (10) hour days totaling forty (40) hours of work in each defined FLSA workweek.

Approval of work schedules will be determined by the Department Head, with the assistance of the Human Resources Division and the approval of the City Manager. All requests by employees to work a 4/10 schedule must be in writing, approved in writing, with the specific defined workweek and work schedule identified in the approval, and placed in the employee's personnel file. The CITY's intent regarding 4/10 work schedules is for their use wherever feasible when requested by the employee and consistent with the operational needs of the department and the CITY. The CITY may cancel an approved 4/10 work schedule by providing the employee with no less than fifteen (15) days, but with the goal of providing thirty (30) days advance notice. Employees wishing to change or cancel 4/10 work schedules must also provide at least fifteen (15) days but with the goal of providing thirty (30) days advance notice and obtain written

approval from their Department Head, which must also be copied to Human Resources. If, after providing reasonable notice, the agreed-upon 4/10 work schedule is canceled, the affected employee shall be returned to their previously assigned work schedule (e.g., 9/80 or 3/12). Employees working 4/10 work schedules are prohibited from changing or switching their regular days off without prior approval from their Department Head due to the likelihood that overtime will result.

F. Remote/Hybrid Work Schedules:

Represented employees may be approved to work remotely or a hybrid work schedule consistent with CITY policy.

G. Changes to Work Schedules:

Effective the first full payroll period after City Council approval of the successor MOU tentative agreement or the MOU itself, all employees who work a 9/80 or 3/12 work schedule shall continue to work their assigned 9/80 or 3/12 work schedule for the duration of this MOU, unless the employee and the CITY mutually agree that the employee shall work a different work schedule (e.g., a 5/8 or 4/10).

The City reserves the right to propose changes to employee work schedules (e.g., employees on a 9/80 or 3/12) subject to completion of the meet and confer process with the ASSOCIATION per the requirements of the MMBA before implementing any such change in work schedules.

The City reserves the right to change work schedules for any vacant ASSOCIATION represented position with fifteen (15) calendar days' notice to the ASSOCIATION and an opportunity for the ASSOCIATION to consult about the proposed change before posting the vacancy with the changed work schedule.

An employee's 9/80 or 3/12 work schedule shall not be affected by promotions, reclassifications, or transfers within the bargaining unit, unless the CITY and ASSOCIATION either mutually agree to change it or complete the meet and confer process required by the MMBA.

SECTION IV – WORKING CONDITIONS

ARTICLE 4.01 PROBATION PERIOD

- A. All newly hired employees represented by the ASSOCIATION shall serve a twelve (12) month probation period commencing on the designated effective date of employment.
- B. All newly promoted employees represented by the ASSOCIATION shall serve a six (6) month probation period commencing on the designated effective date of promotion. If the newly promoted employee does not pass probation as determined by the CITY, the CITY shall return the employee to the position they held immediately prior to the promotion.
- C. Any former employee who has passed probation and is recalled from a lay-off action shall serve a three (3) month probationary period commencing on the designated effective date of re-employment.
- D. Each employee serving a probation period shall, in accordance with CITY policies, receive a performance evaluation during their probation period.
- E. All probationary employees are "at will" and serve at the will and pleasure of the City Manager. They may be discharged at any time during the probationary period for any reason, with or without cause, and with no rights of appeal.

ARTICLE 4.02 GRIEVANCE PROCEDURES

A grievance is a complaint by a represented employee or the ASSOCIATION that the employee has been adversely affected due to a misinterpretation or misapplication of this MOU, any other work rules, conditions of employment, or regulations of the CITY or department, or actions of management regarding employee relations. Disciplinary actions are not subject to the procedures of this section.

This grievance procedure shall be subject to the following terms:

- A. No punitive action will be assessed against an employee for utilizing the grievance procedure.
- B. In any meeting with the supervisor, Department Head, or City Manager called to resolve a grievance, a maximum of two employees, or ASSOCIATION representatives, which may or may not include the grievant, may be excused from work, with the exception of those called as witnesses when both parties agree they are necessary to determine certain facts.
- C. The preparation of grievances shall not unreasonably interfere with the employee's regularly assigned duties.
- D. At any stage of the grievance process, both parties are entitled to representation.

- E. All time limitations imposed by the grievance procedures described in this section may be extended by mutual written agreement between the CITY and the employee or the ASSOCIATION.

Informal Grievance Procedures. Every effort shall be made to resolve a grievance through discussion between the employee and/or the employee's designated ASSOCIATION representative, and the employee's immediate supervisor, department manager, or any other person with the authority to resolve the grievance. If, after such discussion, the employee or the ASSOCIATION does not feel the grievance has been satisfactorily resolved, the employee or the ASSOCIATION may proceed with a formal grievance.

Formal Grievance Procedures. The employee or ASSOCIATION shall have the right to present a formal grievance in writing to the Department Head within fifteen (15) calendar days after the employee/ASSOCIATION knew or reasonably should have known of the occurrence which is the subject of the grievance. Failure to timely initiate the grievance procedure with the Department Head shall be a bar to the further processing of the grievance. The parties may agree to hold the timelines in abeyance while the parties attempt to resolve the issue informally, but which must be confirmed in writing by both sides. The parties may also agree to have the Administrative Services Director receive, hear, and decide a formal grievance in the event the Department Head does not have the authority to resolve the grievance.

The Department Head shall meet with the employee and/or the employee's designated ASSOCIATION representative within fifteen (15) calendar days after receipt of the written grievance. The Department Head shall review the grievance, render a decision in writing, and return it to the employee and/or the employee's designated ASSOCIATION representative within fifteen (15) calendar days after meeting with the employee or the employee's designated ASSOCIATION representative.

Appeal Procedures. If the employee disagrees with the decision reached by the Department Head, the employee may present an appeal in writing to the City Manager within fifteen (15) calendar days after the employee's receipt of the Department Head's decision. The City Manager shall set a meeting with the employee and/or the employee's designated ASSOCIATION representative to discuss the grievance within fifteen (15) calendar days. Within fifteen (15) calendar days following the meeting, the City Manager shall deliver a copy of the decision to the employee and/or the employee's designated ASSOCIATION representative. The City Manager's decision shall be final.

ARTICLE 4.03 DISCIPLINARY AND APPEALS PROCEDURE

- A. Standards of Conduct. All employees are expected to adhere to standards of reasonable and prudent conduct.
- B. Applicability of Discipline. Disciplinary action may be taken against any non-elected employee of the CITY. Employees represented by the ASSOCIATION shall have rights to the notice and hearing requirements set forth in this section.
- C. Discretion in Disciplinary Action. The City Manager, Department Head, and supervisors may exercise their discretion in applying discipline appropriate to the employee's offense(s) and work record with the CITY.

- D. Permitted Disciplinary Action. Any one or combination of the following disciplinary actions may be taken against any employee for offenses stated in this section or for any other just cause:

Oral admonishment
Directive Memorandum
Corrective Counseling Memorandum
Written reprimand
Suspension
Reduction in salary
Demotion Dismissal

- E. Oral Admonishment. Pre-disciplinary oral admonishments should be given in private. The supervisor shall include in the admonishment a review of appropriate departmental and/or CITY standards and policies, employee performance expected in the future, and the likely consequences of failure to correct performance or behavior within the period of time determined by the Department Head. Oral admonishments shall be memorialized in writing.
- F. Directive Memorandum. When oral communication has not been sufficient, a pre-disciplinary directive memorandum can be issued to inform and direct the employee in writing on how to complete a task and perform it correctly in the future. It may also be used to give general direction to one or more employees.
- G. Corrective Counseling Memorandum. The pre-disciplinary formal counseling process includes a dialogue between the supervisor and the employee and results in a corrective memorandum issued to the employee, which informs the employee that even after the previous direction, a task is still being completed incorrectly. This is a warning that further occurrences may result in disciplinary action and is the last pre-discipline step. The memorandum requires correction of performance.
- H. Written Reprimand. A written reprimand shall be prepared for the continued or more serious offense. The reprimand shall take the form of a memorandum, including a full, accurate, and factual statement of the reason for the reprimand. The memorandum shall be given to the employee in private. The supervisor shall explain appropriate departmental standards and policies, employee performance expected in the future, and likely consequences of failure to correct performance or behavior within the period of time determined by the Department Head. A copy of the memorandum shall be placed in the employee's personnel folder. The employee may respond to the memorandum in writing within fourteen (14) calendar days and have such response placed in the employee's personnel folder. A dated copy of the written reprimand shall be released to the employee.

Suspension Without Pay. When the employee's undesirable conduct has been continuous, repeated, or is deemed by management to be of such severity that lesser penalties are inadequate or have proved ineffective, the Department Head may impose a suspension without pay. Such

suspension shall occur only after the notice procedures specified in subsections L through N have been complied with and shall be subject to appeal in accordance with subsections O through S of this section.

- I. Reduction in Salary. In lieu of, or in addition to other forms of discipline, when facts justify, the Department Head may impose a reduction in salary upon the employee to a lower step on the present salary range or to a lower salary range, as may be appropriate. The reduction may be for a limited period or an extended period, as specified by the Department Head. Any reduction in salary shall be subject to the notice procedures specified below in subsections L through N and shall be subject to appeal in accordance with subsections O through S of this section.
- J. Dismissal. When the employee's conduct has been of a continuous nature, uncorrected by previous discipline, or is of such a nature as to make further employment not in the CITY's interests or for other good cause, the Department Head shall have the right to dismiss the employee. Dismissal shall be the final termination of the employee's employment. Any action of dismissal shall be taken only in compliance with the notice procedures specified below in subsections L through N and shall be subject to appeal in accordance with subsections O through S of this section.
- K. Pre-disciplinary Procedures. An employee being considered for any discipline involving loss of time or wages shall be ensured due process through the application of subsections L through N, pre-disciplinary steps described in this section.
- L. Written Notice. Written notice of any proposed disciplinary action shall be given to the employee in private. This notice shall include the proposed action, the intended effective date, and the specific reasons for such action. A written copy of the allegations of misconduct and the grounds for such allegations shall also be included, along with a copy of all supporting documentation upon which the department expects to rely. The employee is entitled to copies of all materials on which the allegations are based, if there are any. The employee's right to respond orally or in writing, the right to respond in person or through a designated representative, the time in which the response should be made, and to whom and where it should be made, shall be specified in the notice of intended discipline.
- M. Employee Response. An employee is entitled to a reasonable time, not to exceed fourteen (14) calendar days, to answer a notice of proposed discipline. The Department Head may grant an extension of the response period if the employee can demonstrate a reasonable need. Should an employee respond, the Department Head shall consider the response in reaching a decision or disciplinary action. The employee is entitled to respond in writing or orally, personally or through a designated representative, or any combination thereof. If the employee requests a meeting to present a response, the meeting shall not be conducted as an adversarial hearing. The employee may neither cross-examine the department's witnesses nor present a formal case to support the response. The employee shall be given the opportunity to make any representations the employee believes might affect the disciplinary decision. Extensions shall be permitted only with the consent of the Department Head. If the employee fails to respond within the time specified, the Department Head may proceed with a decision.

The Department Head has the right to conduct further investigations. If new charges result from this investigation, the employee shall be given another opportunity to respond.

- N. Department Head's Response. The Department Head shall provide a written answer to an employee's response at the earliest practical date, not to exceed fourteen (14) calendar days following the response of the employee. The Department Head shall deliver the notice of the decision to the employee at or before the time when the action will be effective. The answer shall be dated and signed by the Department Head. The answer shall inform the employee which of the reasons and grounds in the notice of proposed discipline have been sustained. The answer shall include a statement of the employee's right to appeal, as provided herein. Additionally, the time limit for an appeal and the specific discipline to be imposed or the decision not to impose discipline shall be detailed in the answer. The effective date of discipline shall be included in the answer.

If the Department Head's decision results in a finding that the discipline is appropriate, the disciplinary action shall be immediately implemented, with restitution/reinstatement, if any, being made following conclusion of the City Manager level appeal.

- O. Appeal of Disciplinary Actions. Any employee may appeal the imposition of discipline within fourteen (14) calendar days after the receipt by the employee of the Department Head's answer. Appeals from discipline shall be in writing, signed by the appellant or the appellant's representative, and delivered to the City Manager.
- P. Appeal Hearing. Upon receipt of a timely letter of appeal, the City Manager shall set a time for a hearing. The hearing shall be held within thirty (30) calendar days after receipt of the appeal letter. The City Manager shall give not less than seven calendar days' written notice to the appellant, and any such person requesting same, of the time and place of such hearing. Said hearing shall be scheduled during normal City Hall business hours. The hearing may be open to the public or closed at the appellant's option. The appellant may appear personally and represent themselves or be represented by another of the appellant's choosing.
- a. During the examination of witnesses, all other witnesses, except the parties, shall be excluded from the hearing.
 - b. No photography, still, or motion video shall be taken in the hearing room during the hearing. An audio recording will be permitted.
 - c. The City Manager, prior to or during a hearing, may grant a continuance for any reason deemed to be important to the manager in reaching a fair and proper decision.
 - d. The City Manager shall give all parties to the action a reasonable opportunity to be heard on relevant issues. The department's representative shall first present an opening statement and oral and/or documentary evidence in support of the department's position. The appellant may present oral or documentary evidence and may cross-examine

any witness called by the department. The appellant may make an opening statement on the appellant's behalf. The department's representative may cross-examine any witness called by the appellant. Both the department and the appellant may present rebuttal evidence. The department may then make a closing statement, followed by the appellant.

- e. The City Manager shall not be bound by technical rules of evidence.
 - f. The City Manager may, at the manager's discretion, appoint a hearing officer to conduct the hearing on the manager's behalf and to report findings and recommendations to the manager for final decision. In this case, a copy of the hearing officer's report shall be provided to the appellant.
- Q. Findings and Decisions. The City Manager shall, within fourteen (14) calendar days after the conclusion of the hearing or receipt of a hearing officer's report, cause findings and a decision to be prepared in writing. The City Manager shall determine whether the action of the Department Head is supported by the evidence. Should the City Manager find that none of the charges are supported by the evidence presented, the decision shall be that no disciplinary action be taken. A decision not to impose discipline shall be accompanied by a directive from the City Manager to delete all references to the appealed action from the appellant's personnel file. Should the City Manager find that any or all of the charges are supported, the manager shall affirm, overrule or modify in whole or in part the Department Head's disciplinary action. The City Manager shall cause a copy of the findings and decision to be delivered to the appellant and the appellant's designated representative. A copy will be forwarded to Human Resources for inclusion in the appellant's personnel file.
- R. Appellant's Status during Appeal. If the pre-disciplinary meeting with the Department Head results in a decision that discipline is appropriate, the disciplinary action shall be immediately implemented, with restitution/reinstatement, if any, being made following the conclusion of the City Manager level appeal.
- S. Time Limits. All time limitations of this section may be extended or shortened by mutual agreement of the parties.

ARTICLE 4.04 PROHIBITION OF STRIKES

- A. The ASSOCIATION, its officers, and members, shall neither cause nor counsel its members or any non-represented employees to strike for any reason, nor shall it in any manner cause them to directly or indirectly to commit any concerted acts of work stoppage, slow down, or refusal to perform any customarily assigned duties for the employer, namely, the CITY, for any reason. The occurrence of any such acts or actions prohibited in this section by the ASSOCIATION shall be deemed a violation of this MOU.
- B. In applying the provisions of this section, all of its terms used here shall be given the meaning commonly understood.

- C. The ASSOCIATION shall not be liable where the acts or actions previously enumerated are not caused or authorized directly or indirectly by the ASSOCIATION.

ARTICLE 4.05 POLITICAL ACTIVITIES

While employees are encouraged to vote before or after normal work hours, any employee entitled to vote in any public election shall be afforded the necessary time off to do so in accordance with the provisions of the California Statutes or any other means that is satisfactory to the CITY and the ASSOCIATION. No employee shall receive compensation for replacing another employee while voting.

ARTICLE 4.06 SUBSTANCE ABUSE POLICY

It is the responsibility of all affected employees to cooperate to protect the lives, personal safety, and property of co-workers and fellow citizens. All employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers. Towards this goal, employees will follow the CITY's drug-free workplace policy, which has been established and maintained separately from this MOU.

ARTICLE 4.07 LAYOFF AND RETURN POLICY

PURPOSE. To provide a policy to be followed in the event of a reduction in the workforce and subsequent recall for employment of affected employees represented by the ASSOCIATION.

- A. **Layoff.** The CITY reserves the right to lay off employees for lack of work, budgetary reasons, technological changes, or other CITY actions that necessitate a reduction in the workforce. In the event of a layoff for budgetary reasons, the CITY will follow the seniority requirements of California Government Code § 45100.
 1. The Department Head, in consultation with Human Resources, as approved by the City Manager, will implement the layoffs.
 2. Prior to the layoff of any ASSOCIATION members, the CITY shall first eliminate all contractors who are performing substantially the same duties as performed by the impacted classifications. Temporary employees, seasonal employees, part-time employees, or employees in their initial probationary period in the impacted classification within the impacted department shall be laid off first. Subsequent layoffs in the impacted classification within the impacted department shall be laid off in the following order:
 - a. The least amount of CITY seniority
 - b. The least amount of classification seniority
 - c. If seniority under “a” and/or “b” is equal, an employee’s performance based on an average of all the performance evaluations within the current job classification will be evaluated by management to determine the layoff. In the event that the average of performance evaluations is equal, education and certifications may be considered to determine the layoff.

3. An employee designated for layoff shall be entitled to “bump” into a position in a job classification and department in which the employee most recently held a full-time, non-probationary appointment and in which there is an employee with less CITY seniority. If this position no longer exists or title readjustment/reclassification has occurred, a reasonable accommodation shall be made to allow the laid-off employee to assume a position equal to that one level down from their current position. Cross-department “bumping” is prohibited unless the employee has previously held a full-time, non-probationary appointment in that department. “Bumping” shall, in all cases, be downward rather than lateral. In order to “bump” into a former job classification, an employee must meet the minimum qualifications for that job classification, including the physical ability to perform that assignment.

The displaced employee shall be considered as laid off for the same reason as the person who displaced him/her and shall, in the same manner, be eligible to "bump" as described in the paragraph above. In the event of a tie in CITY seniority, performance evaluations as described in 2.c above shall be utilized in implementing the lay-off.

4. Notice of layoff shall be given to the employee with as much advance notice as possible but no fewer than fourteen (14) calendar days before the implementation date. When said notice cannot be given, the employee shall be provided with salary and benefit compensation equal to what the employee would have received under the fourteen (14) calendar day notice on a pro-rata basis.
 5. Laid-off employees shall receive compensation, less required taxes, only for applicable accumulated Annual Leave and holiday compensation leave he/she has due. Annual Leave shall be compensated based on the total number of accrued Annual Leave hours multiplied by the employee's base hourly rate of pay. Employees shall be compensated with a payment of his/her unused Sick Leave balance pursuant to Article 3.01(F) of this MOU.
 6. An employee shall not continue to accumulate seniority, Annual Leave, or any other service-related benefits with the exception of any severance-related benefits the CITY provided to laid-off employees during the period of time they are laid off.
- B. **Recall List.** The names of full-time, permanent employees who have been laid off shall be placed on a recall list for the position and job classification held at the time of lay-off for a period not to exceed twenty-four (24) months.

Individual names may be removed from the recall list for any of the following reasons:

1. The expiration of twenty-four (24) months from the date of placement on the list.
2. Re-employment with the CITY in a regular full-time position.
3. Failure to respond within fourteen (14) calendar days of mailing a certified letter regarding availability for employment. The certified letter shall be mailed to the employee's last known address.

4. Failure to report to work within fourteen (14) calendar days of mailing a certified letter containing a notice or recall to a position.
 5. Written request to be removed from the list.
- C. **Recall.** In the event of a recall from a layoff, employees shall be recalled in reverse order of lay-off providing that the recalled employee meets the minimum qualifications for the position to be filled.
1. The classification for which the employee may be recalled to fill may be at a lower classification than the one which the employee held prior to being laid off. Financial compensation for recalled employees would be within the CITY's salary range for the classification being filled through the recall process. Returning employees shall be entitled to seniority accrued prior to layoff. Employees being recalled to a position at a lower salary level than the salary range for the position held prior to layoff may decline the recall and remain on the Recall List for the remainder of the twenty-four (24) month period.
 2. All returning employees must pass a physical examination appropriate for the respective job classification so as to ensure the returning employee is medically capable of performing the required duties. Any Americans with Disabilities Act (ADA) accommodations for disabilities existing prior to the layoff shall be continued and shall not be a reason to deem the recalled employee physically unqualified for the position being offered.
 3. All recalled employees shall serve a probationary period in accordance with Article 4.01 of the MOU between the CITY and the ASSOCIATION.
 4. When vacancies occur, the CITY shall utilize the Recall List prior to conducting an outside recruitment for positions represented by the ASSOCIATION.

ARTICLE 4.08 OTHER ITEMS

Items not specifically addressed in the MOU shall continue to be addressed in Personnel Resolution, No. 91-64 and/or the Employee Relations Resolution, No. 93-214.

During the term of this agreement, the parties agree to the following limited re-opener provisions:

- A. Update to City Employer-Employee Relations Resolution and/or local labor relations rules and procedures;
- B. Update Personnel Rules/Employee Handbook; and
- C. Creation or updates to City policies that do not conflict with the express terms of this MOU.

ARTICLE 4.09 JOINT DRAFTING

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any legal construction or interpretation to be made of this MOU, the same shall not be construed against any party.

APPROVALS

CITY OF MURRIETA

By: Justin Clifton
Justin Clifton
City Manager

MURRIETA GENERAL EMPLOYEES' ASSOCIATION

By: Jerry Aldridge
Jerry Aldridge
President

By: Richard Scott
Richard Scott
Vice President

EXHIBIT A
REPRESENTED CLASSIFICATIONS

ACCOUNTING ASSISTANT
ACCOUNTING SPECIALIST
ADMINISTRATIVE ASSISTANT
ASSISTANT PLANNER
BUILDING INSPECTOR I
BUILDING INSPECTOR II
BUILDING INSPECTOR III
CIVIL ENGINEERING ASSISTANT
CODE ENFORCEMENT OFFICER I
CODE ENFORCEMENT OFFICER II
COMM RISK/DISASTER PREPAREDNESS ADMINISTRATOR
COMMUNITY SERVICES OFFICER I
COMMUNITY SERVICES OFFICER II
CRIME ANALYST
DEVELOPMENT SERVICES TECHNICIAN
EMS COORDINATOR
EXECUTIVE ASSISTANT
FIRE EQUIPMENT MECHANIC
FIRE INSPECTOR
FIRE PROGRAM ASSISTANT
GIS TECHNICIAN
HISTORIAN/ARCHIVIST
INFORMATION SYSTEMS COORDINATOR
INFORMATION SYSTEMS TECHNICIAN I
INFORMATION SYSTEMS TECHNICIAN II
JR PLANNER
LIBRARIAN I
LIBRARIAN II
LIBRARY ASSISTANT I
LIBRARY ASSISTANT II
LIBRARY SPECIALIST
MAINTENANCE WORKER I
MAINTENANCE WORKER II
OFFICE ASSISTANT I
OFFICE ASSISTANT II
PARK RANGER
PLANS EXAMINER
POLICE SERVICES TECHNICIAN I
POLICE SERVICES TECHNICIAN II
PROPERTY/EVIDENCE TECHNICIAN
PUBLIC SAFETY DISPATCHER I
PUBLIC SAFETY DISPATCHER II
PW EQUIPMENT OPERATOR/SENIOR MAINTENANCE WORKER

MURRIETA GENERAL EMPLOYEES' ASSOCIATION
July 1, 2024 – June 30, 2027

PW INSPECTOR
RECORDS CLERK
RECORDS MANAGEMENT COORDINATOR
RECREATION COORDINATOR
SENIOR MAINTENANCE WORKER
SENIOR RECREATION COORDINATOR
SENIOR CODE ENFORCEMENT OFFICER
SENIOR ADMINISTRATIVE ASSISTANT
SENIOR CRIME ANALYST
SENIOR DEVELOPMENT SERVICES TECHNICIAN
SENIOR LIBRARY ASSISTANT
SENIOR OFFICE SPECIALIST
SENIOR PLANS EXAMINER
SENIOR PUBLIC WORKS INSPECTOR
TRAFFIC SIGNAL TECHNICIAN



CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 6.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Justin Clifton, City Manager

PREPARED BY: Diego Chavez, Administrative Services Director

SUBJECT: Murrieta Supervisors' Association Successor Memorandum of Understanding for the Period July 1, 2024, through June 30, 2027

RECOMMENDATION

Adopt Resolution No. 25-4868 entitled: *A Resolution of the City Council of the City of Murrieta, California, Approving, Adopting and Implementing a Successor Memorandum of Understanding between the City of Murrieta and the Murrieta Supervisors' Association for the Period July 1, 2024, through June 30, 2027.*

PRIOR ACTION/VOTE

On September 9, 2024, the City Council adopted Resolution No. 24-4783, approving a Tentative Agreement for a Successor Memorandum of Understanding between the City of Murrieta and the Murrieta Supervisors' Association for the period July 1, 2024, through June 30, 2027 (Vote: 5-0).

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

BACKGROUND

Most employees of the City of Murrieta (City) are represented by employee organizations and governed by a Memorandum of Understanding (MOU) between the City and their representative employee organization. The MOUs set forth compensation rates, benefits, and other terms and conditions of employment for those represented employees. Through collective bargaining, the City regularly and routinely negotiates with the respective employee organizations to update those terms and conditions. All such items must be voted on and passed by a majority of the membership of each affected employee organization, known as ratification, and subsequently approved by the City Council before becoming effective. Once approved by the City Council, the terms of tentative agreements for successor MOUs are required to be memorialized in the successor MOU and brought back to the City Council for final approval per Section 3505.1 of the Meyers-Milias-Brown Act (MMBA). The previous MOU between the City and the Murrieta Supervisors' Association (MSA), adopted by City Council Resolution No. 23-4706, covered the period July 1, 2022, through June 30, 2024. MSA currently

represents 33 non-sworn City employees, including 26 different classifications across the organization.

The City and MSA representatives met and conferred in good faith in 2024 and came to a Tentative Agreement on a fair and equitable package of total compensation for a successor MSA MOU for the period July 1, 2024, through June 30, 2027. The members of the MSA voted to ratify the Tentative Agreement, and the City Council approved the Tentative Agreement on September 3, 2024, per Resolution No. 24-4784.

Pursuant to MMBA section 3505.1, the labor representatives of the City and MSA subsequently met, conferred, and mutually prepared a written successor MSA MOU 2024-27 in accordance with the Tentative Agreement deal points approved by the City Council on September 9, 2024. Staff has prepared Resolution No. 25-4868 (Attachment No. 1), which includes a fully executed copy of the successor MSA MOU for the period July 1, 2024, through June 30, 2027, which remains subject to final City Council approval, adoption, and implementation.

FISCAL IMPACT

The projected fiscal impact of the MSA MOU 2024-27 three-year (3) term, which includes Fiscal Years (FY) 2024/25, 2025/26, and 2026/27 is \$1,833,184. A budget adjustment for FY 2024/25 was included in the FY 2024/25 Budget Update approved by the City Council on August 20, 2024. The fiscal impact for FY 2025/26 and 2026/27 was included in the biennial Operating Budget and is estimated to be \$1,535,429.

| | |
|--------------|--------------------|
| FY 2024/25 | \$297,755 |
| FY 2025/26 | \$636,992 |
| FY 2026/27 | \$898,437 |
| Total | \$1,833,184 |

ATTACHMENTS

1. Resolution No. 25-4868

RESOLUTION NO. 25-4868

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, APPROVING, ADOPTING AND IMPLEMENTING A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MURRIETA AND THE MURRIETA SUPERVISORS' ASSOCIATION FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2027

WHEREAS, the City of Murrieta (“City”) endeavors to recruit and retain the most qualified and talented employees to serve its citizens; and

WHEREAS, the compensation and benefits offered by the City to its employees are designed to aid in the City’s employee recruitment and retention efforts; and

WHEREAS, Section 36506 of the California Government Code requires that the City Council of the City fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, the most recent Memorandum of Understanding (“MOU”) between the City and the Murrieta Supervisors’ Association (“MSA”), adopted by City Council Resolution No. 23-4706 covering the period July 1, 2022 through June 30, 2024 (“MSA MOU 2022-24”) expired June 30, 2024; and

WHEREAS, the City and MSA met and conferred in good faith and reached a Tentative Agreement on a fair and equitable package of total compensation for a successor MSA MOU for the period July 1, 2024 through June 30, 2027 (“Tentative Agreement”), pursuant to the Meyers-Milias-Brown Act (“MMBA”) (Government Code sections 3500-3511) and the City’s Employer-Employee Relations Resolution No. 93-214; and

WHEREAS, the members of the MSA voted to ratify the Tentative Agreement, and the labor representatives of the City and the MSA executed the Tentative Agreement for a successor MSA MOU 2024-27; and

WHEREAS, the City Council approved the Tentative Agreement for a successor MSA MOU 2024-27 between the City and the MSA on September 3, 2024, through adopting Resolution No. 24-4784, which provided for changes to employee compensation and benefits pending drafting, approval, and adoption of a successor MSA MOU; and

WHEREAS, the City and MSA met and conferred in good faith pursuant to the terms of the Tentative Agreement and Resolution No. 24-4784 regarding drafting the successor MSA MOU for the period July 1, 2024, through June 30, 2027, pursuant to MMBA Section 3505.1 and the City’s Employer-Employee Relations Resolution No. 93-214; and

WHEREAS, the City and MSA have prepared and executed the successor MSA MOU for the period July 1, 2024, through June 30, 2027, subject to City Council approval, adoption, and implementation.

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

Section 1. The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. The successor MSA MOU for the period July 1, 2024, through June 30, 2027, a fully executed copy of which is attached hereto as Exhibit A, is approved, adopted, and implemented effective July 15, 2025.

Section 3. The City Manager is hereby authorized and directed to implement the provisions of the MSA MOU for the period July 1, 2024, through June 30, 2027, including the resulting changes to employee compensation and benefits not previously implemented by the Tentative Agreement.

Section 4. The City Clerk shall certify the adoption of this resolution effective July 15, 2025.

PASSED, APPROVED, AND ADOPTED this 15th day of July 2025 by the City Council of the City of Murrieta, State of California.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4868 was duly adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 15th day of July 2025, and was signed by the Mayor of said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE CITY OF MURRIETA
AND
MURRIETA SUPERVISORS' ASSOCIATION**



JULY 1, 2024, TO JUNE 30, 2027

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MURRIETA AND
THE MURRIETA SUPERVISORS’ ASSOCIATION
FOR THE PERIOD JULY 1, 2024, TO JUNE 30, 2027**

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MURRIETA AND
THE MURRIETA SUPERVISORS' ASSOCIATION
FOR THE PERIOD JULY 1, 2024, TO JUNE 30, 2027**

SECTION 1 - ADMINISTRATION

ARTICLE 1.01 INTENT AND PURPOSE

It is the intent and purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding but not limited to matters relating to wages, hours, and terms and conditions of employment between employees represented by the MURRIETA SUPERVISORS' ASSOCIATION (hereinafter referred to as the "ASSOCIATION") represented by the negotiations team and the CITY OF MURRIETA (hereinafter referred to as the "CITY") represented by management and the Murrieta City Council members.

ARTICLE 1.02 RECOGNITION

The CITY has recognized the ASSOCIATION as the exclusive representative bargaining agent for employees assigned to the positions recognized in Exhibit A.

ARTICLE 1.03 IMPLEMENTATION

This MOU constitutes a mutual recommendation to be jointly submitted to the City Council of the City of Murrieta following the ratification of the MOU by the members of the ASSOCIATION. However, this MOU is of no force or effect unless or until adopted by resolution of the City Council.

ARTICLE 1.04 MANAGEMENT RIGHTS

The ASSOCIATION recognizes the prerogative of the CITY and the City Manager to operate and manage its affairs in all respects in accordance with its responsibilities and powers or authority, which the CITY has not officially abridged, delegated, or modified by this MOU, and such powers or authority are retained by the CITY. These management rights include, but are not limited to the following:

- A. To utilize personnel, set hours of work and work schedules, methods, procedures, and means in the most appropriate and efficient manner possible.
- B. To manage and direct the employees of the CITY.
- C. To maintain the efficiency of governmental operations.

- D. To hire, schedule, promote, transfer, assign, train, or retrain employees in positions within the CITY including determining the procedures and standards of selection for employment and promotions.
- E. To suspend, demote, discharge, or take other appropriate disciplinary action against the employee for just cause.
- F. To determine the size and composition of the workforce and to lay off employees. Lay-off actions shall be implemented based upon the recognized lay-off procedure.
- G. Determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the workforce and allocate and assign work by which the CITY operations are to be conducted.
- H. To establish and enforce dress and grooming standards.
- I. To determine the content of job classifications.
- J. To establish and modify productivity and performance programs and standards, including, but not limited to, quality and quantity standards, and to require compliance therewith.
- K. To determine methods of financing.
- L. To exercise complete control and discretion over its organization and the technology of performing its work.
- M. To determine the mission of the CITY and the methods and means necessary to efficiently fulfill the mission, including the transfer, alteration, curtailment, or discontinuance of any goods or services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the production of goods or the performance of services; and the utilization of students, part-time employees, and/or contractors.
- N. It is understood by the parties that every incidental duty is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.
- O. The ASSOCIATION recognizes that the CITY has statutory rights and obligations in contracting for matters relating to CITY operations. The right of contracting or subcontracting is vested in the CITY including, but not limited to, the exercise of said contracting and subcontracting rights in the event of an emergency or essential public need or where it is not economical for CITY employees to perform said work.
- P. The CITY retains the right to establish reasonable work rules of conduct. Any dispute with respect to these work rules shall not be subject to arbitration of any kind, but any dispute with respect to the reasonableness of the application of said rules may be subject to the grievance and arbitration procedures as set forth in this MOU.

- Q. Any dispute with respect to MANAGEMENT RIGHTS shall not in any way be subject to arbitration.

ARTICLE 1.05 EMPLOYEE RIGHTS

It is agreed that each individual employee shall have the following rights, which they may exercise in accordance with applicable laws, ordinances, rules, and regulations:

- A. The right to form, join, and participate in activities of the ASSOCIATION for the purpose of representation on matters of their employee relations with the CITY, or not to join or participate in the activities of any organization or association.
- B. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisors, other employees, or employee organizations with respect to their membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- C. Other than regarding the meet and confer process, ASSOCIATION members may be represented by an individual/entity of their choice.

ARTICLE 1.06 TERM OF MOU

The term of this MOU shall be July 1, 2024, through June 30, 2027. Negotiations for a successive term shall begin as mutually agreed upon by the CITY and the ASSOCIATION.

ARTICLE 1.07 REOPENER

Should economic conditions change significantly, positively, or negatively, either the CITY or the ASSOCIATION reserves the right to reopen negotiations. In the event this option is exercised, the CITY or the ASSOCIATION shall submit written notice to the other party requesting a meeting and outlining the specific issues to be discussed.

The CITY may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including as to both, but not limited to, plan benefits or structure, CITY or employee contributions, and/or opt-out amount or requirements) in order to avoid penalties or taxes under the Affordable Care Act (“ACA”) or another statutory scheme by the Internal Revenue Service (“IRS”) or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

ARTICLE 1.08 SEVERABILITY CLAUSE

Should any provision of this MOU, or any application thereof, be made unlawful by virtue of any federal, state, or local law and/or regulation, including judicial decisions of a court of competent jurisdiction, such provision shall be ineffective but shall not affect the enforceability of the

remainder of the MOU. In all other respects, the provisions of this MOU shall continue in full force and effect for the term thereof.

ARTICLE 1.09 ASSOCIATION ACTIVITY

A. MEETINGS

The CITY shall allow paid release time to public agency employee representatives of the ASSOCIATION and its represented employees in the following instances:

1. Meeting and conferring with the CITY with respect to wages, hours, and terms and conditions of employment. The ASSOCIATION shall advise the CITY, in writing, of its authorized representatives for this purpose. The ASSOCIATION may designate up to three (3) employees each calendar year. Such designated employees, acting as authorized representatives for the ASSOCIATION, shall be paid their regular salary and suffer no loss in pay or benefits for the release time spent in meeting and conferring with the CITY during their regular work hours, including time spent in caucuses during the negotiations. No payment will be made for any time spent outside of the employee's normal workday.
2. Testifying or appearing as the designated representative of the ASSOCIATION in conferences, hearings, or other proceedings before PERB, or an agent of PERB, in matters relating to a charge filed by the ASSOCIATION against the CITY or by the CITY against the ASSOCIATION. Only one (1) CITY employee may be a designated representative of the ASSOCIATION for purposes of paid release time under this provision.
3. Testifying or appearing as the designated representative of the employee organization in matters before a personnel or merit commission or in grievance and/or disciplinary matters. Only one (1) CITY employee may be a designated representative of the ASSOCIATION for purposes of paid release time under this provision.
4. ASSOCIATION members shall be granted one (1) hour of paid release time per year to attend an annual membership meeting.
5. All ASSOCIATION members shall be provided paid release time to attend MOU ratification meetings not to exceed three (3) per year if such meetings are scheduled during their normal work shift.
6. ASSOCIATION Board members shall be granted paid release time for up to six (6) ASSOCIATION Board meetings per calendar year.
7. ASSOCIATION negotiating members shall each be entitled to up to one (1) hour of paid release time before each meet-and-confer session and one-half (1/2) hours

of paid release time after each meet-and-confer session for preparation and discussions.

8. No more than two (2) representatives of the ASSOCIATION at any one time having business with the officers and individual members of the ASSOCIATION may confer with such officers or members during the course of the workday for a reasonable length of time provided that such activities do not impede the operation of the CITY.

ASSOCIATION Board, ratification, and membership meetings may be held on CITY property using CITY meeting facilities, subject to availability. Five (5) calendar days advance notice shall be given to Human Resources for membership, ratification, and ASSOCIATION Board meetings when release time is involved. In all instances described above where paid release time is to be used, it must first be requested in writing by the employee and approved in writing by their supervisor/Department Director before being used.

B. MEET AND CONFER

The ASSOCIATION shall advise the CITY, in writing, of its authorized representatives for the purpose of meeting and conferring with the CITY with respect to wages, hours, and terms and conditions of employment.

The ASSOCIATION may designate up to three (3) employees each calendar year. Such designated employees, acting as authorized representatives for the ASSOCIATION, shall be paid their regular salary and suffer no loss in pay or benefits for the release time spent in meeting and conferring with the CITY during their regular work hours, including time spent in caucuses during the negotiations. No payment will be made for any time spent outside of the employee's normal workday.

C. BULLETIN BOARDS

The CITY shall provide space on a bulletin board at City Hall and permit the use of the same for ASSOCIATION announcements. A reasonable amount of time will be allowed for members of the ASSOCIATION to post ASSOCIATION notices. All notices shall be posted by an authorized representative of the ASSOCIATION and shall relate to the following ASSOCIATION matters:

1. Recreational and social affairs and/or discounts
2. Membership meetings
3. Elections and/or appointments
4. Committee reports

5. Rulings or policies
6. Judicial and quasi-judicial decisions affecting the unit, such as the results of fact-finding, grievances, etc.
7. Any other material authorized by the City Manager or designee

Notices and announcements shall not contain anything political or controversial or anything negatively reflecting upon the CITY, any of its employees or officers, or any labor organization among its employees, and no material, notices, or announcements which violate the provisions of this section shall be posted. Notices and announcements shall be approved by the City Manager or designee prior to posting.

- D. ASSOCIATION notices, logos, and decals shall not be permitted on any CITY property or equipment except as provided for in Article 1.09(C).
- E. A reasonable amount of time will be allowed members on duty to vote in ASSOCIATION elections and referendums, provided, however, that on-duty personnel shall not be allowed to leave their assigned duty stations.

ARTICLE 1.10 NOTICE REQUIREMENTS

- A. In any case, when the CITY determines to reclassify the position of an ASSOCIATION member in a manner that will decrease the number of ASSOCIATION members who are represented or eligible for membership by the ASSOCIATION, Human Resources shall notify the ASSOCIATION in writing of the change at least thirty (30) days prior to the proposed effective date of the change.

B. REPORTING REQUIREMENTS

1. Human Resources shall notify the ASSOCIATION's designated representatives via email by no later than ten (10) days after the completion of a Personnel Action Form ("PAF"), when an ASSOCIATION-represented employee is hired, promoted within the bargaining unit, reclassified within the bargaining unit, leaves the bargaining unit, or receives a salary advancement.

Excluding new hires, the only information the CITY is required to provide to the ASSOCIATION, due to the processing of such PAF, is the employee's first/last name, employee identification number, type of status change (i.e., promotion, reclassification, separation from service, salary advancement, etc.), new status (i.e., new job title, new salary step, etc.), and effective date of the change.

For each new hire, the CITY shall provide the ASSOCIATION with all of the information required in Article 1.10(B)(2) below within thirty (30) days of hire, or by the first pay period of the month following hire.

2. The CITY shall provide the ASSOCIATION with an updated employee list the first week of the month in January, May, and September of each year.

The list shall include the following information on each employee:

- First and Last Name
- Employee Identification Number
- Date of Hire
- Job Title
- Home Address
- Home Mailing Address (if different)
- Home Phone Number
- Personal Cell Phone Number (if known)
- Personal E-Mail Address (if on file)
- Department
- Work Address
- Work Phone Number
- Salary Anniversary Date
- Salary Step
- Rate of Pay

The lists shall be submitted in a usable electronic format, preferably Excel, to the three (3) employee representatives who have been designated under Section 1.14(C) of this MOU and the ASSOCIATION's designated labor consultant/representative (if any).

C. NEW EMPLOYEE ORIENTATION

Except when unforeseen events require less notice, the CITY shall provide no less than ten (10) days advance written notice by email to the three (3) employee representatives who have been designated under Section 1.14(C) of this MOU and the ASSOCIATION's designated labor consultant/representative (if any) of any new employee orientation which includes new hires in this unit. One (1) representative from the ASSOCIATION shall be permitted to meet with each new hire, for no more than twenty (20) minutes of paid work time, at the conclusion of the orientation.

ARTICLE 1.11 LABOR-MANAGEMENT COMMITTEE

The CITY and ASSOCIATION agree to maintain the Labor-Management Committee (“LMC”). Each party shall appoint no less than two (2) members and no more than four (4) members to the LMC. The LMC shall meet on an ad hoc basis, but no more than once every three (3) months unless mutually agreed to otherwise, at a mutually convenient time and place to informally discuss any matters pertinent to maintaining good employer-employee relations. Both parties agree and understand that the LMC is only advisory in nature. Each party shall advise the other at least two (2) working days prior to such meeting of the subject matters they wish to discuss. Employees shall not lose any compensation or benefits for attendance at LMC meetings conducted during regular work hours.

SECTION 2 – COMPENSATION

WAGES

ARTICLE 2.01 COMPENSATION

A. **SALARY INCREASE**

1. **FY 2024/25.**

- a. Effective September 8, 2024, the base pay of all represented employees is increased by four percent (4%).
- b. Effective September 8, 2024, the base pay of Public Safety Dispatcher Supervisor is increased by an additional equity adjustment of one percent (1%), not to be compounded with the 4% COLA.

2. **FY 2025/26.**

Effective with the pay period starting June 29, 2025, employees shall be granted a Cost-of-Living-Adjustment (“COLA”) in base salary equivalent to the lesser of either four percent (4%) or the percentage change of the 2024 Annual Consumer Price Index for all Urban Consumers (CPI-U) not seasonally adjusted for the Riverside-San Bernardino-Ontario area. If the CPI-U percentage change is negative, then the COLA shall be zero percent (0%).

3. **FY 2026/27.**

Effective with the pay period starting June 28, 2026, employees shall be granted a Cost-of-Living-Adjustment (“COLA”) in base salary equivalent to the lesser of either the percentage change of the 2024 Annual Consumer Price Index for all Urban Consumers (CPI-U) not seasonally adjusted for the Riverside-San Bernardino-Ontario area, or the percentage change, year-over-year between audited fiscal years 2023/24

and 2024/25, in Recurring Revenue of the City's primary Operating Funds (as previously defined by the City in negotiations), but not to be less than two (2%) nor exceed four percent (4%), with the assumption that the sum of the combined positive change in fund balance of the aforementioned funds is at least the value of the cost of the COLA. If the CPI-U percentage change is negative or the change in Recurring Revenue is below zero percent (0%), then the COLA shall still be two percent (2%)."

B. SALARY ADVANCEMENT

Advancement between salary steps will occur as follows:

- If hired at Step A, upon successful completion of the first six (6) months of the initial twelve (12) month probationary period.
- Annually upon the employee's anniversary date until reaching the maximum salary step for their classification.

Salary advancement is based upon merit with satisfactory job performance. Annual performance evaluations shall be due based upon the employee's anniversary date of appointment to their current classification. Merit increases shall be effective on the first day of the pay period immediately following the employee's anniversary date. If an employee does not receive a performance evaluation within the time required, any merit increase that is awarded after the evaluation is conducted shall be made and paid retroactively to the employee's anniversary date.

ARTICLE 2.02 TEMPORARY ASSIGNMENT PAY

As a result of vacancies, leaves of absence, or other reasons, it may be necessary to temporarily reassign the duties of an authorized position to another employee. When such an assignment requires the employee to assume substantial additional duties which are outside the scope of the employee's regular assignment for a period in excess of 14 consecutive calendar days, the employee shall be entitled to a salary adjustment to reflect the new duties. The following shall apply in these instances:

- A. Approval required. Upon the recommendation of the Department Head and with the approval of the City Manager, an employee may temporarily be assigned to a higher-level classification to perform duties, provided that:
1. The higher-level position is vacant and is approved by the City Manager for new or continued staffing.
 2. The employee is called upon to perform a substantial amount of the duties of the higher-level position, and the duties for the higher-level position are outside the scope of the employee's current classification as determined by the City Manager and the Department Head.

3. The vacancy is expected to continue for at least thirty (30) consecutive calendar days but not longer than one (1) calendar year, and
 4. The employee possesses the minimum qualifications to perform the work of the higher-level position.
- B. Salary. The employee in such a temporary assignment shall be entitled to a salary adjustment of approximately five (5) percent or the “A” step of the salary range of the higher-level position, whichever is greater, for the duration of the temporary assignment beyond the first thirty (30) days. Such an assignment shall not extend beyond one hundred eighty (180) calendar days without the approval of the City Manager.

ARTICLE 2.03 SPANISH LANGUAGE PAY

The CITY has established a bilingual program that provides an additional two and one-half percent (2.5%) of base pay for eligible members of the ASSOCIATION who are fluent in the Spanish language. The number of members to be eligible shall be determined by the CITY and shall be based upon the CITY’s needs. To become qualified, an employee must be certified by the City Manager and or their designee after the employee passes a verbal conversation examination established by the CITY in cooperation with the ASSOCIATION.

ARTICLE 2.04 SHIFT DIFFERENTIAL

Public Safety Dispatch Supervisors shall receive a shift differential equal to five percent (5%) of base salary for hours worked during the 1800-0600 hours shift.

ARTICLE 2.05 COURT TIME

The incumbent within the Public Safety Dispatch Supervisor position shall receive court time compensation at a rate of time and one-half with a two-hour minimum for the length of his/her tenure as the Public Safety Dispatch Supervisor.

ARTICLE 2.06 UNIFORM/BOOT ALLOWANCE

- A. All unit employees in the positions listed below shall be provided with an annual uniform allowance in the amount of \$800. Payment shall take place on the first payday in January each year. The CITY will not provide extra payment for clothes or uniform items damaged, regardless of fault. Classifications covered by this provision include:

Code Enforcement Supervisor
Public Safety Dispatch Supervisor
Police Records Supervisor

- B. All unit employees in the positions listed below shall wear boots that meet Occupational Safety and Health Administration (OSHA) guidelines for foot protection and safety.

Boots will be purchased by the CITY in an amount not to exceed \$300 per fiscal year per eligible employee. Classifications covered by this provision include:

Maintenance Manager
Maintenance Supervisor
Public Works Inspection Supervisor
Parks Maintenance Superintendent

- C. Boots must comply with the American Society for Testing and Materials (“ASTM”) or the American National Standards Institute (“ANSI”) standards required for the work to be performed by the employee. Eligible employees may purchase ASTM/ANSI-compliant work boots using their personal funds at a store or vendor of their choosing. Employees are not required to have the CITY or its representatives purchase the work boots directly for the CITY employee.
- D. Upon the Department Head or designee’s verification of the purchase of ASTM/ANSI compliant work boots, the CITY shall reimburse eligible employees for the purchase, repair, and maintenance of the work boots, not to exceed \$300 per fiscal year.
- E. The purchase of shoelaces, inserts, and liners for work boots is considered repair and/or maintenance of the eligible employee’s work boots and may be purchased and reimbursed pursuant to this policy. The purchase of such shoelaces, inserts, and liners will be counted towards the \$300 maximum reimbursement per fiscal year. Socks are expressly excluded from this reimbursement policy.
- F. Eligible employees may be reimbursed for more than one pair of ASTM/ANSI compliant approved work boots per fiscal year, provided the amount does not exceed the maximum reimbursement of \$300 during the same fiscal year.
- G. Eligible employees may submit multiple requests for work boot reimbursement during the same fiscal year as long as they have not reached the maximum reimbursement of \$300 per fiscal year.
- H. Eligible employees are responsible for any amount of purchase of work boots and/or shoelaces, inserts, and liners in excess of \$300 per fiscal year and shall not be reimbursed above the agreed upon \$300 per fiscal year limitation.
- I. Boot purchase, repair, and/or maintenance expenses will be reimbursed to eligible employees by submitting a completed request for reimbursement with receipt(s) to their department. The department is then tasked with reporting/inputting the request to Finance, who will review the record and supporting documents for completeness and accuracy before processing a check to the employee.

- J. Eligible employees who fail to purchase their work boots and/or shoelaces, inserts, and liners within the fiscal year will not be eligible to roll any of the \$300 amount forward to the following fiscal year.
- K. Employees are prohibited from returning the work boots and/or shoelaces, inserts, and liners for reimbursement from the vendor after they have received reimbursement from the CITY. Any employee found to be abusing the above reimbursement process may be subject to disciplinary action, up to and including termination of employment.

ARTICLE 2.07 OVERTIME

All ASSOCIATION members shall be compensated at time and one-half based on their normal 40-hour rate when called upon to work emergency overtime on an incident for which the CITY is reimbursed at time and one-half by an outside agency such as FEMA or the California Office of Emergency Services.

All non-exempt employees shall be compensated at time and one-half based on all hours worked beyond the 40-hour week. Overtime must be approved in advance by the employee's immediate supervisor. The employee could elect to have the compensation in pay or accumulate compensatory time at the rate of time and one-half.

Incumbents in the position of Police Records Supervisor currently eligible to receive overtime pay will continue to do so while remaining in their current positions. In determining the eligibility for overtime pursuant to the FLSA, the use of paid leave time as time off during an FLSA-designated work period shall be considered "hours worked" for purposes of determining FLSA eligibility for overtime.

Employees who earn Compensatory Time in lieu of overtime may accrue such leave time up to a maximum of eighty (80) hours at any given time.

Twice each year (in June & December), employees who have accrued compensatory hours may request to cash out all or a portion of these accrued hours. Requests must be made in writing to the Finance Department through the chain of command. Maximum cash out in any leave year shall be eighty (80) hours. Starting with calendar year 2025, the cash-out of comp time leave must be irrevocably designated in writing the amount to be cashed out in the year preceding the cash-out. Cash-out is at the employee's rate of pay at the time paid and must have been accrued at the time of designation and cannot be used for any other purpose. Finance will supply the irrevocable designation form via email to all affected employees in November of 2024 and each November thereafter. Forms will be due back to Finance by December 31st of each year.

ARTICLE 2.08 RETURN TO WORK PAY

All non-exempt employees who are required to return to duty during off-duty time shall receive a minimum of two (2) hours of pay at time and one-half (1.5) based on their hourly rate.

ARTICLE 2.09 ON-CALL PROGRAM

Due to the special requirements of public safety staffing, the CITY will establish an on-call program for the CAD/RMS Administrator and Police Dispatch Administrative Supervisor classifications to be compensated at \$200 per week. Dispatch Supervisors are also included and will be paid \$50 for each day assigned to on-call and an additional \$35 if on-call is a CITY holiday. If the Dispatch Supervisors are called back to work, they will be paid for actual straight time/overtime worked.

Information Technology positions represented by the ASSOCIATION will be scheduled on a rotational basis with one primary and one secondary individual identified. Those employees working in the primary or secondary on-call spot will receive \$200 per week when designated as on-call by the department director or designee. For each holiday included in an on-call period, the affected employee shall receive an additional \$35.

The CITY agrees to re-open negotiations in the second year of the contract to discuss exempt employees assigned on-call (IT/CAD Administrators). Employees will document the volume of calls to demonstrate the number of hours that they are working above and beyond the administrative leave that is provided in lieu of overtime.

ARTICLE 2.10 TOTAL COMPENSATION

In order to attract and retain qualified employees, the CITY has endeavored (but is not mandated) to maintain salaries and benefits that are comparable in the local market.

- A. DEFINITION. The combination of salaries and benefits is known as total compensation. CITY and ASSOCIATION agree that total compensation shall consist of salary, shift differential, insurance premiums (medical, dental, vision, life, long-term disability, short-term disability, worker’s compensation, FICA), leave accruals (Holiday, Administrative), Tuition Reimbursement, Uniform Allowance, contributions to Cafeteria Plan and/or section 125 plan, PERS contributions, and court pay.
- B. COMPARABLE CITIES. CITY and ASSOCIATION agree that, when collecting information regarding total compensation, the following cities will be surveyed: Carlsbad, Chino, Corona, Escondido, Hemet, Indio, Menifee, Oceanside, Redlands, and Temecula.
- C. The parties acknowledge that during all meet and confer processes regarding successors to this MOU, each reserves unto itself the option of proposing changes in the total compensation definition in paragraph A, above, and/or in the definition of “comparable cities,” in paragraph B, above. The CITY agrees to a joint task force with ASSOCIATION for data purposes only to study total comp and comparable agencies and any proposed equity base compensation adjustments.

ARTICLE 2.11 LONGEVITY PAY

At 15 years of continuous service, an employee will receive 2% of their base pay as longevity pay. At 20 years of continuous service, an employee will receive an additional 3% of their base pay.

ARTICLE 2.12 DISPATCH SUPERVISOR SPECIALTY PAYS

The Dispatch Supervisors assigned to the positions of Administrative Dispatch Supervisor (working title), Emergency Medical Dispatch Coordinator, and Communications Training Officer Supervisor shall receive, in addition to their regular monthly pay, compensation at the rate of five percent (5%) of the employee's actual base salary per month, during the period of such assignment. The ASSOCIATION may present during the term of this MOU other situations where similar special assignments are made that may warrant similar consideration by the CITY for such specialty pay.

ARTICLE 2.13 P.O.S.T. CERTIFICATE PAY

Dispatch Supervisors possessing an intermediate P.O.S.T. certificate shall receive \$75 per month. Dispatch Supervisors possessing an advanced P.O.S.T. certificate shall receive \$150 per month. Dispatch Supervisors possessing a supervisory P.O.S.T. certificate shall receive \$175 per month.

These are an either/or non-stackable benefit. Effective September 8, 2024, this pay shall be provided to the employee starting the first full pay period following the employee's submittal of proof of valid and current certification. In addition, to remain eligible for this pay, the employee must maintain their certification. In the event an employee does not recertify, the pay shall cease effective the first day of the pay period following the expiration of the certification.

ARTICLE 2.14 CALPERS REPORTABILITY

The City makes no representation as to whether any of the compensation or payments in this MOU are subject to CalPERS service credit or pensionable income. Any determination by CalPERS not to fully credit the compensation and/or service time provided under this MOU is outside of the City's control.

BENEFITS

ARTICLE 2.15 HOLIDAYS

- A. CITY employees shall be eligible for holidays as prescribed in this section of this MOU.
- B. The approved CITY holidays shall be as follows:
 - 1) New Year's Day
 - 2) Martin Luther King Jr. Day
 - 3) Presidents' Day

- 4) Memorial Day
- 5) Independence Day
- 6) Labor Day
- 7) Veterans Day
- 8) Thanksgiving Day
- 9) The day after Thanksgiving
- 10) Christmas Eve Day
- 11) Christmas Day
- 12) New Year's Eve Day
- 13) One (1) Floating Holiday

- C. Holiday Value: The hour value for each holiday shall be equivalent to the employee's authorized work schedule (e.g., if the holiday falls on a regularly scheduled eight (8) hour workday, the value of the holiday leave is eight (8) hours. If the holiday falls on a regularly scheduled nine (9) hour workday, the value of the holiday leave is nine (9) hours. If the holiday falls on a regularly scheduled ten (10) hour workday, the value of the holiday leave is ten (10) hours. If the holiday falls on a regularly scheduled twelve (12) hour workday, the value of the holiday leave is twelve (12) hours).
- D. Procedure if Holiday Falls on Saturday or Sunday: For Saturday Holidays, facilities that are normally closed on Saturday will be closed to the public on the preceding Friday, with applicable City employees observing the holiday on Friday. Facilities normally open on Saturday will observe the holiday on the actual date (Saturday).

For Sunday holidays, facilities that are normally closed on Sunday will be closed to the public on the following Monday, with applicable City employees observing the holiday on Monday. Facilities normally open on Sunday will observe the holiday on the actual date (Sunday).

- E. Procedure for Work Schedule Changes: Should an employee's authorized work schedule (e.g., 5/8, 9/80, 4/10, or 3/12) be changed, resulting in a change in regular hours worked (e.g., 8, 9, 10, or 12), the hour value of holidays will be adjusted for any holidays remaining after the schedule change.
- F. Holiday Leave Bank:
1. Employees will be provided holiday leave hours on the first payday in July. Employees on a traditional 5/8 work schedule will receive one hundred (100) hours of holiday leave. Employees on a 9/80 work schedule will receive one hundred twelve and one half (112.5) hours of holiday leave. Employees on a 4/10 work schedule will receive one hundred twenty-five (125) hours of holiday leave. Employees on a 3/12 work schedule will receive one hundred fifty (150) hours of holiday leave. An employee's holiday leave bank shall be reduced by the number

of hours taken for each holiday or observed holiday.

2. Employees are required to use holiday leave each time a CITY-authorized holiday or observed holiday falls on a day when the employee would normally be scheduled to work.
 3. Holiday leave bank hours may be used only after the holiday or observed holiday has occurred unless the City Manager has granted an exception. The Floating Holiday may be used as paid leave at any time during the same fiscal year in which it was credited to the employee's holiday leave bank. Such time must be scheduled in advance and approved by the Department Head with consideration given to sufficient staff being available to continue the efficient operation of the department.
 4. Holidays, excluding the Floating Holiday, occurring during a Leave without Pay are not earned or vested. An employee on leave without pay for the entire fiscal year will not earn the Floating Holiday for that same year. Unearned holiday hours will be deducted from the employee's Holiday leave Bank.
 5. Any Holiday leave Bank hours that are not used by the last day of the last full pay period in June shall be cashed out on the final payday in June. Public Safety Dispatch Supervisors can cash out up to eighty (80) hours of unused holiday leave hours on the first payday in June and December each year. Starting with calendar year 2025, Public Safety Dispatch Supervisors can only cash-out Holiday leave after first irrevocably designating in writing the amount of leave to be cashed out in the year preceding the cash-out. Cash-out is at the employee's rate of pay at the time paid. Finance will supply the irrevocable designation form via email to all affected employees in November of 2024 and each November thereafter. Forms will be due back to Finance by December 31st of each year.
- G. Employees Required to Work on Holiday: Employees who work on the actual or observed holidays listed in Article 2.14(B) shall not have their holiday bank hours reduced and shall be paid at the rate of time and one-half for all hours actually worked on those holidays. Employees who work a partial day, defined as fewer hours than the employee's normal workday, shall be paid at the rate of time and one-half for all hours actually worked on those holidays and shall have their holiday bank reduced by the number of hours necessary to cover the difference in the number of hours of their regular shift if any. An employee who works both an observed and actual holiday shall only be eligible for holiday pay on one (1) such date and shall only receive the holiday leave value for one holiday.

Dispatch Supervisors are normally required to work on approved holidays because they work in positions that require scheduled staffing without regard to holidays, they accrue holiday "bank hours" or "credits" to be used at a later date, and they are permitted under this MOU to cash out any unused holiday "bank hours" or "credits" accrued. Accordingly,

the City shall report such Dispatch Supervisor cash-outs under these circumstances and meeting these criteria as reportable compensation to CalPERS to the extent that CalPERS permits it, but no other represented employees cashing out such holiday hours per CalPERS rules and regulations. [See CalPERS Circular Letter 200-064-14 and CalPERS Circular Letter 200-019-20, interpreting Rule 571 and the Government Code.]

- H. Procedure if Holiday Falls on Regular Day Off: If an actual or observed holiday occurs on a day that is the employee's regular day off and the employee is not required to work (on either the actual or observed date), their holiday bank hours shall not be reduced. The employee will be able to use the full holiday or half-day holiday leave hours at another time.
- I. Employees beginning employment during the fiscal year will start with a prorated Holiday Leave Bank. Hours will be credited in accordance with the employee's authorized work schedule for each City authorized holiday that has not yet occurred.
- J. Employees separating employment with the CITY during the fiscal year will receive payment for unused holiday leave only for holidays that have already occurred and been earned, including the Floating Holiday, if the employee has not yet used them. Payroll will audit the holiday leave bank and make adjustments on the final paycheck if necessary.

ARTICLE 2.16 INSURANCE AND RETIREMENT BENEFITS

The CITY contracts with the California Public Employees' Retirement System ("CalPERS") to participate in the Public Employees Medical and Hospital Care Act ("PEMHCA"). Government Code § 22892 requires monthly minimum employer contributions ("MEC") for health premiums to allow enrollment in PEMHCA.

The MEC is statutorily adjusted and set by CalPERS each calendar year. (The monthly MEC per employee is \$149 for 2022 and \$151 for 2023)

A. MEDICAL INSURANCE

The CITY shall fund a Section 125 Cafeteria Plan on behalf of each employee in the following contribution amounts, which include the MEC:

- Effective January 1, 2024, the total monthly contribution shall be \$1,747.83 per month.
- Effective January 1, 2025, the total monthly contribution shall be \$1,891.28 per month.
- The parties agree to reopen this MOU when the new 2026 and 2027 health premium rates are published to discuss increases in City contribution for January 1, 2026, and January 1, 2027.

The employee will pay any additional cost based on their chosen plan coverage.

Up to \$833.43 of the monthly Cafeteria Plan health contribution may be utilized only for medical insurance premiums. The remaining amount may be used for other allowable Cafeteria Plan expenditures, such as medical premiums, Flexible Spending Account contributions, Dependent Care FSA, or taken as a taxable cash payment (limited to the following provisions).

Taxable Cash Payment (cash-in-lieu of health care):

1. Employees hired on or before September 30, 2019, who elected and received cash-in-lieu for Plan Year 2019 (Tier 1) shall be allowed to maintain the benefit in effect at the time (up to \$688.28). Should such an employee reduce or eliminate the cash-in-lieu benefit amount in future years, such election will be final (i.e., it cannot be increased or reinstated in the future, though the employee can elect to reduce the benefit further until it is eliminated).
2. Any employee hired on or before September 30, 2019, who did not elect cash-in-lieu for Plan Year 2019 shall not be eligible for the cash-in-lieu benefit.
3. New employees hired on or after October 1, 2019, shall not be eligible to receive the cash-in-lieu benefit.
4. Employees who take the Taxable Cash Payment are required to review and execute the CITY's Medical Insurance Opt-Out and Eligible Opt Out Arrangement Attestation form that certifies that they have been offered health insurance coverage by the CITY and knowingly and voluntarily opt out of same based upon qualifying alternate coverage and also understand the taxable consequences of receiving the cash-in-lieu payment.

B. RETIREE MEDICAL

As allowed by law, employees retiring from the CITY who choose to continue their CalPERS health insurance upon retirement are eligible to receive the following benefit based on their hire date with the CITY. The retiree may also select plan coverage for all eligible dependents. The retiree will be responsible for paying any additional costs based on their chosen plan coverage.

1. Prior to January 1, 2008:

For employees hired prior to January 1, 2008, the CITY shall pay an amount not to exceed a total of eight hundred thirty-three dollars and forty-three cents (\$833.43) per month.

The CITY shall pay the monthly MEC and make a monthly contribution to a Retirement Health Savings Plan ("RHS") on behalf of each eligible retiree. The amount of the CITY's contribution to the RHS (\$705.43 for 2017 and \$700.43 for 2018) shall be the difference between the eight-hundred thirty-three dollars and forty-three cents (\$833.43) and the amount of the most current MEC.

2. January 1, 2008, through July 14, 2014 (with a minimum of 10 years CITY service):

For employees hired on and after January 1, 2008, and before July 15, 2014, and who thereafter retire from CITY service with a minimum of ten (10) full years of CITY service, the CITY shall pay an amount not to exceed a total of three hundred and sixty dollars (\$360.00) per month, up to the date of retiree's eligibility to receive Medicare.

Until the retiree is eligible to receive Medicare, the CITY shall pay the monthly MEC and make a monthly contribution to a Retirement Health Savings Plan ("RHS") on behalf of each eligible retiree. The amount of the CITY's contribution to the RHS (\$232.00 for 2017 and \$227.00 for 2018) shall be the difference between the three hundred and sixty dollars (\$360.00) and the amount of the most current MEC.

Upon the retiree's eligibility to receive Medicare, the CITY shall only pay the amount of the most current MEC. The CITY shall no longer contribute to the RHS on behalf of the retiree.

3. January 1, 2008, through July 14, 2014 (with less than 10 years of CITY service):

For those employees hired on and after January 1, 2008, and before July 15, 2014, and who thereafter retire from CITY service with less than ten (10) full years of CITY service, the CITY shall only pay the amount of the most current MEC. The CITY shall not make any contributions to an RHS on behalf of the retiree.

4. On or after July 15, 2014:

For employees hired on or after July 15, 2014, and who thereafter retire from CITY service, the CITY shall only pay the amount of the most current MEC. The CITY shall not make any contributions to an RHS on behalf of the retiree.

C. DENTAL AND ORTHODONTIC INSURANCE

The CITY agrees to provide a dental and orthodontic benefits plan. The CITY shall pay one hundred percent (100%) of the monthly premium payments for each employee and the employee's eligible dependents.

D. VISION INSURANCE

The CITY agrees to provide a vision plan. The CITY shall pay one hundred percent (100%) of the monthly premium payments for each employee and the employee's eligible dependents up to a maximum of thirty-nine dollars and fifty-two cents (\$39.52).

E. LIFE INSURANCE

The CITY agrees to provide life insurance coverage in the amount equal to the employee's annual salary, up to a maximum of one hundred and fifty thousand dollars (\$150,000.00) through an insurance company selected by the CITY. The CITY shall pay one hundred percent

(100%) of the full monthly premium for said life insurance on behalf of each employee. Employees may opt to purchase additional life insurance at a cost to be paid by the employee.

F. LONG-TERM DISABILITY

The CITY agrees to provide long-term disability insurance coverage through an insurance company selected by the CITY. The CITY shall pay one hundred percent (100%) of the full monthly premium for said insurance coverage on behalf of each employee.

G. SHORT-TERM DISABILITY

The CITY agrees to provide short-term disability insurance coverage through an insurer selected by the CITY. The CITY shall pay one hundred percent (100%) of the full monthly premium for said insurance coverage on behalf of each employee.

H. FLEXIBLE SPENDING ACCOUNTS

The CITY has established a Flexible Spending Account (“FSA”) to allow employees to make pre-tax deductions from their earnings for the purposes of reimbursement by a third-party administrator for eligible healthcare and dependent care expenses. Employees are also allowed to make pre-tax deductions from their earnings for the purpose of paying their employee contributions for health insurance premiums. The CITY will pay all administrative costs for this program.

I. CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM

1. Employees hired prior to December 30, 2012:

Effective July 1, 2007, the CITY amended its CalPERS retirement contract in accordance with Section 21354.5 of the Public Employees’ Retirement Law to provide a 2.7% at age 55 (One-Year Final Compensation) retirement benefit formula for represented employees. The CITY shall pay the full employer cost for his benefit. Effective September 9, 2012, employees who receive this retirement benefit formula will pay the entire eight percent (8%) of the employee portion of the CalPERS retirement contribution.

2. Employees hired on or after December 30, 2012:

Effective December 30, 2012, the CITY amended its CalPERS retirement contract in accordance with Section 21353 of the Public Employees’ Retirement Law to provide a 2% at age 60 (Three-Year Final Compensation) retirement benefit formula for represented employees hired on or after December 30, 2012. Effective January 1, 2013, this benefit only applies to employees hired who are, by CalPERS definition, a “Classic Member”. The term Classic Member is an individual who entered into membership with CalPERS or a reciprocal retirement system on or before December 31, 2012, and who does not meet the definition of a “New Member” in Government Code (GC) Section 7522.04(f). Employees who receive this retirement benefit formula will pay the entire seven percent (7%) of the employee portion of the CalPERS retirement contribution.

Effective January 1, 2013, under the Public Employee’s Pension Reform Act of 2013 (PEPRA) the CITY will provide a 2% at age 62 (Three-Year Final Compensation) retirement benefit formula for represented employees hired as a “New Member” on or after January 1, 2013. The CalPERS definition of a New Member means any of the following: 1. An individual who becomes a member of CalPERS for the first time on or after January 1, 2013. 2. An individual who is not subject to reciprocity (under GC 7522.02(c)). 3. An individual who was an active member of CalPERS or a reciprocal retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer. A New Member will pay 50% of the normal cost rate for their defined benefit plan which was six and one-half percent (6.5%) as of January 1, 2013.

3. CalPERS 1959 Survivor Benefit:

Effective November 7, 2004, the CITY agrees to provide the fourth level 1959 Survivor Benefit to represented employees. The CITY shall pay the employer’s administrative costs for said benefit, and the employee shall pay his or her share of the monthly cost for said program.

4. Effective November 7, 2001, the CITY amended its contract with the California Public Employees Retirement System to provide Military Service Credit as Public Service (GC Section 21024). Under this amendment, employees must pay the costs of purchasing their service credit.

ARTICLE 2.17 DEFERRED COMPENSATION MATCH

For those employees participating in a CITY-sponsored deferred compensation program, the CITY shall contribute a matching amount to the employee’s account on a dollar-for-dollar basis, not to exceed two thousand four hundred dollars (\$2,400.00) per year, effective September 8, 2024.

ARTICLE 2.18 TUITION REIMBURSEMENT PROGRAM

After twelve (12) months of full-time employment with the CITY, regular full-time employees shall be eligible to receive financial assistance for approved courses completed at an accredited educational institution. Effective September 8, 2024, the maximum reimbursable amount shall be three thousand five hundred dollars (\$3,500.00) per employee per fiscal year (with a lifetime cap of fourteen thousand dollars (\$14,000.00)) for allowable expenses as outlined in the CITY’s Tuition Reimbursement Policy. Reimbursement will be made provided: pre-approval was obtained; courses are satisfactorily completed; appropriate proof of successful completion is submitted to Human Resources; courses of instruction will enable the employee to perform their present duties more effectively or will prepare them for future opportunities which they could reasonably expect a promotion or transfer to at the CITY; the hours of instruction for the course do not conflict with the employee’s regularly scheduled work day; and reimbursement is limited to a maximum of two courses per semester or quarter.

Repayment of Tuition Reimbursement:

Employees are required to pay back a pro-rated amount of the tuition reimbursement received if the employee voluntarily separates from employment with the City within three (3) years of receiving such reimbursement. The repayment amount shall equal the remaining pro-rated portion of the compensation received. For example, an employee would be required to pay back half (1/2) of the compensation received if the employee voluntarily separates eighteen (18) months after receiving tuition reimbursement. The repayment may be deducted from the employee's final check or leave cash-out with the written agreement of the employee.

ARTICLE 2.19 CELL PHONE ALLOWANCE

Employees are covered by the City's Mobile Communication Device Allowance Policy at benefit levels of \$15 per pay period, \$18.47 per pay period, or \$27.70 per pay period, as applicable.

SECTION 3 – HOURS

ARTICLE 3.01 LEAVES

All applicable leave accruals (e.g., annual) are calculated and credited to each employee based upon an eight (8) hour workday. All leave hours taken shall be based upon the length of a given employee's workday (e.g., 8 hrs., 9 hrs., 10 hrs., 12 hrs.) and charged against the applicable accrued leave balance. In the event that City-wide policies are adopted, the parties agree to revisit removing the adopted City-wide policies from the successor MOU.

A. JURY LEAVE

Employees who are called for jury service in any court in the State of California or in the United States shall be granted a paid leave of absence to serve as a juror.

An employee summoned to and serving on jury duty shall submit evidence of the summons to the employee's supervisor and may be absent from duty with full pay. The employee shall be entitled to retain the pay received for jury duty as partial or full reimbursement for the additional expenses associated with jury duty, with no additional reimbursement by the CITY.

B. MILITARY LEAVE

Military leaves of absence shall be governed by the provisions of the Military and Veterans Code §395 et seq.

C. STATUTORY LEAVE

It is the intent of the CITY to comply fully with all statutory leave provided by law, including but not limited to the Family and Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), Pregnancy Disability Leave ("PDL"), and the Family School Partnership Act (Labor Code §230.8). Nothing in this MOU is intended to restrict employees' rights to statutory leave under these laws.

D. BEREAVEMENT LEAVE

1. Immediate Family. For purposes of determining Bereavement Leave, the term “immediate family” is defined as spouse, domestic partner, child, parent, sibling, and grandparents; the aforementioned, either natural, legally adopted, step or in-law, or any person over whom the employee acts as the legal guardian, or a verifiable current member of the employee’s immediate household. The CITY and the ASSOCIATION further agree that the definition of immediate family shall include an ex-spouse if the employee is escorting dependent children to the funeral of an ex-spouse who was the parent of the dependent child or children.
2. Travel Less Than 300 Miles. Upon the death of an immediate family member whose memorial/burial services occur within less than 300 miles from the CITY, an employee may use up to three (3) work shifts of paid Bereavement Leave not chargeable to any other leave and an additional two (2) work shifts of any other leave or of unpaid leave for a total of five (5) work shifts.
3. Travel More Than 300 Miles. Upon the death of an immediate family member whose memorial/burial services occur 300 miles or more from the CITY, an employee may use up to five (5) work shifts of paid Bereavement Leave, not chargeable to any other leave.
4. Other Terms and Conditions of Use. Bereavement Leave must be completed within three (3) months of the immediate family member’s death and may be intermittent leave, and is not required to be used in consecutive amounts. Intermittent leave shall equate to the number of equivalent hours that constitute the employee’s normal work shifts as of the date the Bereavement Leave is first requested. Employees are required to provide documentation to the CITY of the immediate family member’s death within thirty (30) days of the first day of use of Bereavement Leave. “Documentation” includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The CITY shall maintain the confidentiality of any employee requesting leave under this section. Any documentation provided to the CITY regarding this leave shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel, as necessary or as required by law.

E. REPRODUCTIVE LOSS LEAVE

Employees who have been employed by the CITY for at least thirty (30) days may take up to five (5) work days of reproductive loss leave following a reproductive loss event. Employees who experience more than one reproductive loss event within a twelve (12) month period may take up to five (5) work days off for each reproductive loss up to a maximum of twenty (20) work days of reproductive loss leave within a twelve (12) month period. Employees may take the leave following their own reproductive loss event or that of another person, if the employee would have been the parent of the child born or adopted.

Definitions

A reproductive loss event is any of the following:

1. Miscarriage;
2. Stillbirth;
3. Failed adoption – for example, if a birth mother or legal guardian breaches or dissolves an adoption agreement, or if an adoption is not finalized for another reason;
4. Failed surrogacy – for example, if a surrogate breaches or dissolves a surrogacy agreement, or if an embryo transfer fails; or
5. Unsuccessful assisted reproduction – for example, a failed intrauterine insemination or embryo transfer.

Other Terms and Conditions

Employees may take the leave on consecutive work days, or can elect to use the leave on non-consecutive work days. The leave must be completed within three (3) months of the reproductive loss event. However, if prior to or immediately after a reproductive loss event, the employee is on or chooses to go on Pregnancy Disability Leave, leave under the California Family Rights Act, and/or any other leave entitlement under state or federal law, the employee must complete the Reproductive Loss Leave within three (3) months of the end date of the other leave.

Employees must provide reasonable advance notice of the need for the leave to their supervisor, unless advance notice is not feasible. If advance notice is not feasible, the employees should notify their supervisor as soon as possible of the need for the leave. The CITY may require documentation of the qualifying reproductive loss event.

The employee may elect to use accrued, available Annual Leave and/or Compensatory Time for the reproductive loss leave; otherwise the leave is unpaid.

F. CRIME VICTIMS LEAVE

Employees who are victims of certain crimes or who have certain relationships with the victim of certain crimes may take time off work under the following circumstances:

1. Type 1 Crime

- (a) The crime must be a violent or serious felony as defined by law, or a felony provision of law proscribing theft or embezzlement;
- (b) the employee must be the victim of the crime, or the employee must be an immediate family member, a registered domestic partner, or a child of a registered domestic partner who is the victim of the crime; and
- (c) The absence from work must be in order to attend judicial proceedings related to the crime.

An immediate family member is defined as: a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, and stepfather. A registered domestic partner means a domestic partner who is registered in accordance with California state law.

2. Type 2 Crime

- (a) The employee, or the employee's spouse, parent, child, sibling, or guardian must be a victim of any of the following offenses as defined by the Penal Code and/or Vehicle Code and identified in California Labor Code section 230.5. "Victim" is defined as suffering direct or threatened physical, psychological, or financial harm as a result of the following offenses.
 - (1) vehicular manslaughter while intoxicated
 - (2) felony child abuse likely to produce great bodily harm or death
 - (3) assault resulting in the death of a child under eight years of age
 - (4) felony domestic violence
 - (5) felony physical abuse of an elder or dependent adult
 - (6) felony stalking
 - (7) Solicitation for murder
 - (8) Serious felony
 - (9) Hit-and-run causing death or injury
 - (10) Felony driving under the influence causing injury
 - (11) Sexual assault

- (b) The employee requests time off work to appear in court to be heard at any proceeding (including any delinquency proceeding) involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which the right of the victim (the employee, or the employee’s spouse, parent, child, sibling, or guardian) is at issue.

Notice of the Need for the Time Off /Leave

The employee must notify their supervisor of the need for the time off work at least fourteen (14) calendar days in advance of the date on which the employee intends to take time off work to attend the judicial proceeding, when practical. If fourteen (14) calendar days advance notice is not reasonably possible, employee should notify their supervisor as soon as reasonably possible in advance of the absence. The employee’s notice to the supervisor should include the documentation/certifications described below if possible. If advance notice of the absence is not feasible, the employee must provide to their supervisor the documentation/certification below within a reasonable period of time after the employee’s absence from work.

For time off for a Type 1 Crime, the employee must provide to their supervisor documentation of the scheduled court proceeding either before taking the time off work or within a reasonable time after the absence from work. Such documentation is typically a notice given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office.

For time off for a Type 2 Crime, the employee must provide their supervisor with appropriate certification either before taking time off work or within a reasonable time after the absence from work. Appropriate certification may include: (a) a police report indicating that the employee was a victim of the a crime that falls within the Type 2 Crime definition above; (b) a court order protecting or separating the employee from the perpetrator of the offense or other evidence from the court or prosecuting attorney that employee has appeared in court; or (c) documentation from a medical professional, domestic violence advocate, advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from a Type 2 Crime.

Use of Accrued, Available Paid Leave

When an employee takes time off/leave for a qualifying reason, the employee must use accrued available Annual Leave and/or Compensatory Time to cover the time absent from work; otherwise, the time off/leave will be unpaid.

G. LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING, OR CERTAIN CRIMES

Employees who are victims of domestic violence, sexual assault, and/or stalking, or a crime that caused physical injury, or caused a mental injury and threat of physical injury,

and employees whose immediate family member is deceased as a direct result of a crime are eligible for time off work for the following purposes:

1. To seek medical attention for the injuries caused by the crime or abuse;
2. To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
3. To obtain psychological counseling related to an experience of crime or abuse;
4. To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation; and
5. To obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child.

For purposes of this section, the term “crime” is defined, as set forth in Section 13951 of the California Government Code, to mean a crime or public offense that would constitute a misdemeanor or a felony and regardless of whether any person is arrested for, prosecuted for, or convicted of committing the crime.

Notice of the Need for the Time Off/Leave

An employee needing the time off work for any of the above purposes shall notify Human Resources as soon as reasonably possible in advance of the employee’s intention to take the time off from work, unless advance notice is not feasible. When the employee does not provide advance notice of the intent to take the time off from work, the employee must provide, within a reasonable period of time after the absence, a certification to Human Resources. The certification may be:

1. A police report indicating that the employee was a victim;
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse;
3. Evidence of the employee’s court appearance;
4. Documentation from a licensed medical professional, domestic violence/sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse; or
5. Other reasonable evidence that reasonably verifies a crime or abuse occurred, or that the absence was for a qualifying reason.

Use of Accrued, Available Paid Leave

When an employee takes time off/leave for a qualifying reason, the employee must use accrued available Annual Leave and/or Compensatory Time off to cover the time absent from work; otherwise the time off/leave will be unpaid. Nothing in this section creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is permitted by, the federal Family and Medical Leave Act (29 U.S.C. sect. 2601, et seq.).

H. SCHOOL ACTIVITIES TIME OFF/LEAVE

Employees, who are a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children in kindergarten, or grades 1 through 12, or attending a licensed child care provider/facility, are eligible to use up to forty (40) hours of time off work each year for qualifying school/licensed child care provider activities (described below) and subject to the conditions below. Any unused time does not roll over to the following year.

1. Qualifying School/Licensed Child Care Provider Activities

An eligible employee may take time off work for the following reasons:

- (a) to find, enroll, or re-enroll his/her child in a school or with a licensed child care provider;
- (b) to participate in activities of his/her child's school or licensed child care provider; and/or
- (c) to address a school or childcare provider emergency, which means that the employee's child cannot remain in a school or with a childcare provider due to:
 - (1) the child's behavioral or discipline problems;
 - (2) the closure or unexpected unavailability of the school or child care provider (excluding planned holidays); or
 - (3) a natural disaster, including but not limited to, fire, earthquake, or flood.

An employee cannot use more than eight (8) hours of time off in any calendar month (out of the forty (40) hours available each year) for the reasons in paragraphs 1(a) and/or (b).

If more than one eligible employee seeks planned time off work for the same child/children and qualifying school/licensed child care provider activity, and the employees work at the same worksite, the first employee at that worksite to request the time off will receive the time off. After the CITY makes the determination

concerning who made the request first, the other employee(s) at the same worksite will only receive the time off if it is approved subsequently by their supervisor.

2. Notice of the Need for the Time Off Work/Absence

For time off work for school/licensed child care provider activities under paragraphs 1(a) and/or (b) above, an employee must provide notice to their supervisor of the need for time off work at least fourteen (14) calendar days in advance of the need for the time off. When fourteen (14) calendar advance notice is not reasonably possible, the employee must notify their supervisor of the need for the time off as soon as reasonably possible in advance of the time off.

When the time off work is for an emergency, as defined in paragraph 1(c) above, the employee must notify their supervisor as soon as possible before taking the time off work, if reasonably feasible. If such notice before taking the time off work is not reasonably feasible, the employee must provide the notice to the supervisor as soon as reasonably possible thereafter.

Upon the CITY's request, employees must provide to the CITY written verification from the school or licensed child care provider that the employee engaged in a qualifying school/licensed child care provider activity on a particular date and time.

3. Use of Accrued, Available Paid Leave to Cover the Time Off Work/Absence

When an employee takes time off work for a planned absence for an above qualifying reason, the employee must use accrued, available Annual Leave and/or Comp Time to cover the time off work, and any remaining amount of time off not covered by the accrued, available Annual Leave and/or Comp Time shall be unpaid. For an unplanned time off work/absence due to an emergency as defined above, the employee can elect to use accrued, available Annual Leave and/or Comp Time in order to receive pay for all or part of the time off work. Otherwise, any time off work not covered by Annual Leave and/or Comp Time shall be unpaid.

Employees who are a parent or guardian of a child suspended from school may take time off to comply with the school's request, under California Education Code section 48900.1, that the employee attend the child's school. Prior to taking the time off for this purpose, the employee shall notify their supervisor as soon as reasonably possible, and, if feasible, at least fourteen (14) calendar days before the date of the school attendance date, and provide to the employee's supervisor a copy of the school's request. The employee's time off from work will be unpaid, unless the employee elects to use accrued, available Annual Leave and/or Comp Time for the work absence.

I. ANNUAL LEAVE

1. All employees covered by the terms and conditions of this MOU shall accrue Annual Leave per the following schedule:

| Years of Service | Annual Accrual | Maximum Accrual |
|------------------|--------------------|-----------------|
| 1 to 3 years | 168 hours per year | 594 hours |
| 4 to 6 years | 192 hours per year | 594 hours |
| 7 to 10 years | 216 hours per year | 594 hours |
| 11 to 15 years | 232 hours per year | 594 hours |
| 16+ years | 272 hours per year | 594 hours |

2. The maximum amount of scheduled Annual Leave time which may be taken shall be thirty (30) working days in a fiscal year unless used for sick leave purposes. Additional Annual Leave for exceptional situations may be granted on a case-by-case basis by the City Manager.
3. A minimum of eighty (80) hours of leave (a combination of Administrative, Annual, or Floating Holidays) must be used each fiscal year by the employee.
4. Annual Leave may be accrued up to a maximum of five hundred and ninety-four (594) hours. When this maximum amount is reached, the employee will no longer accrue additional Annual Leave. Annual Leave accruals will re-commence in the pay period in which the use of Annual Leave reduces the balance below the maximum allowed. It is incumbent upon the employee to manage their accrued annual time off so as not to exceed the maximum amount of five hundred and ninety-four (594) hours.
5. Represented employees who have a balance of at least one hundred and sixty (160) hours of Annual Leave and have used a minimum total of eighty (80) hours of Annual Leave in the past fiscal year can cash out a maximum of fifty (50) hours of Annual Leave on the first payday in June and December each year. Starting with calendar year 2025, cash-out of annual leave must be irrevocably designated in writing the amount of leave to be cashed out in the year preceding the cash-out. Cash-out is at the employee’s rate of pay at the time paid. Finance will supply the irrevocable designation form via email to all affected employees in November of 2024 and each November thereafter. Forms will be due back to Finance by December 31st of each year.
6. Earned and accrued Annual Leave, not being taken as sick leave, may be taken before the completion of the first year of service with the approval of the City Manager or designee.

Earned and accrued Annual Leave may be taken for the purpose of sick leave after the completion of ninety (90) days of CITY service and does not require City Manager

approval. See Section 3.01(F) below for requirements related to the use of Annual Leave as sick leave.

7. Holidays falling within the scheduled Annual Leave period shall not be considered as part of an employee's Annual Leave. Should a holiday be declared during an employee's Annual Leave period, an equivalent number of Holiday Leave Bank hours will be used instead of Annual Leave. Illness occurring during a scheduled Annual Leave period shall not be considered as unscheduled (sick) leave.
8. Any employee who is eligible for Annual Leave benefits and terminates their employment with the CITY will be paid for any unused Annual Leave hours.
9. Use of Annual Leave in excess of eighty (80) consecutive hours, excluding usage for qualified sick leave, will require the City Manager's approval.

J. SICK LEAVE

1. Personal Sick Leave:

When an employee is absent from work due to personal illness, injury, a health-related reason (such as the diagnosis, care, or treatment of a health condition), or preventative care, said leave time shall be taken and paid from accrued Annual Leave and/or the employee's Sick Leave Bank (if any frozen sick leave hours are in the Sick Leave Bank).

2. Family Sick Leave:

When an employee is absent from work, or needs a leave of absence due to an illness, injury, or health-related reason (such as the diagnosis, care, or treatment of a health condition) or preventative care of a qualified family member, said leave time shall be taken and paid from accrued Annual Leave and/or the employee's Sick Leave Bank (if any frozen sick leave hours are in the Sick Leave Bank).

For the purpose of Family Sick Leave, a qualified family member means the employee's: child (includes any age or dependency status, or for whom the employee is a legal ward or stands in loco parentis), parent (includes the person who stood in loco parentis of the employee as a child), parent-in-law, spouse, registered domestic partner, grandparent, grandchild, or sibling.

3. Other Statutory Use:

Leave time shall be taken and paid from accrued Annual Leave and/or the employee's Sick Leave Bank (if any frozen sick leave hours are in the Sick Leave Bank) to cover an absence for an employee who is a victim of domestic violence, sexual assault, or stalking to:

- (a) Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health, safety, or welfare of the employee or their child(ren).
- (b) Obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

4. Medical Certification:

In the event of sick leave absences due to personal illness or injury, which exceeds three (3) consecutive workdays, the Department Head or Human Resources may require a physician's statement indicating the employee's fitness to return to work.

5. Sick Leave Bank:

- A. All sick leave hours which were accumulated since the employee's date of hire up to and including the pay period ending July 6, 1996, were frozen and placed in a Sick Leave Bank for each eligible employee. This Sick Leave Bank shall remain available for the employee's use during their employment for qualifying absences for illnesses, injury, preventative healthcare, or any other reason allowed by law for the use of sick leave which results in an absence of one (1) day or more.
- B. At the time of an employee's resignation, employees shall be eligible to receive a payment of fifty percent (50%) of the unused Sick Leave in their Sick Leave Bank at the employee's current rate of compensation. Employees retiring from the CITY will receive the value of fifty percent (50%) of the unused Sick Leave in their Sick Leave Bank at the employee's current rate of compensation which will be deposited directly into a Retirement Health Savings account. The remaining accumulated but unused sick leave hours cannot be used for any purpose other than CalPERS service credit for employees who are retiring.

K. ADMINISTRATIVE LEAVE

Each employee will accrue Administrative Leave at the rate of 2.3077 hours per pay period for up to a maximum of sixty (60) hours per year.

Employees separating from service with the CITY will be compensated for all accumulated but unused hours of Administrative Leave. Payment shall be made at the employee's current rate of compensation.

Employees are allowed to sell back up to twenty (20) hours of accumulated but unused hours of Administrative Leave each fiscal year, payable on the first payday in June. Payment shall be made at the employee's current rate of compensation. Starting with calendar year 2025, cash-out of Administrative Leave must be irrevocably designated in writing the amount of leave to be cashed out in the year preceding the cash-out. Cash-

out is at the employee's rate of pay at the time paid. Finance will supply the irrevocable designation form via email to all affected employees in November of 2024 and each November thereafter. Forms will be due back to Finance by December 31st of each year.

Employees who are eligible for overtime will not receive Administrative Leave.

L. LEAVE OF ABSENCE WITHOUT PAY

In the event an employee has exhausted all paid leave accruals, an employee may be allowed a Leave of Absence Without Pay for a period not to exceed six (6) months. This can be initiated by a written request from the employee or a family representative if the employee is unable to make the request. The request shall be directed to the employee's Department Head, who will forward it with a written recommendation to the City Manager for review and approval. The City Manager's decision to approve or deny the request shall be final in all cases.

During such Leave of Absence Without Pay, no credits for Annual Leave and Holidays will be accrued, and the employee will be excluded from all other compensation and fringe benefits. However, the employee may, at their own discretion and cost, take advantage of the Consolidated Omnibus Budget Reconciliation Act ("COBRA") program so that applicable health benefits may continue.

M. DISABILITY LEAVE

1. Workers' Compensation Leave:

When an employee is unable to work due to an accepted work-related injury, the employee shall receive Total Temporary Disability (TTD) benefits as provided by law. For sixty (60) workdays, the CITY shall pay the employee the difference between their regular base salary and the amount of the TTD payment. Any partial day off will count as a full day towards the sixty (60) days. Beyond the sixty (60) workdays of TTD, the employee shall have the option of using accumulated Annual Leave to supplement the TTD, provided the combined amount received from TTD and the supplement does not exceed one hundred percent (100%) of the employee's base salary.

During a pay period wherein an employee is supplementing their TTD with accrued Annual Leave, the employee will continue to accrue all paid leave and benefits at their normal rate. This supplement shall be, at a minimum, equal to the employee's bi-weekly accrual rate.

2. Non-Industrial Disability Leave:

When an employee is unable to work due to a non-industrial illness or injury, the employee shall have the option to use accumulated paid leave to cover the period of absence.

During a pay period wherein an employee is on paid leave for any portion thereof, the employee will continue to accrue all paid leave and benefits at their normal rate. In the event an employee is no longer in a paid status for any portion of a pay period, then the provisions of a Leave of Absence Without Pay in Article 3.01(H) will apply.

ARTICLE 3.02 WORK SCHEDULES

The CITY’s standard work schedule is a fixed 5/8 Monday-Friday work schedule. All other work schedules are alternative work schedules, including 9/80, 4/10, 3/12, and remote work. The CITY shall have the right to change the work schedule for a vacant position with 15 days’ notice to the ASSOCIATION without the requirement to meet and confer over the decision to change the shift. However, the ASSOCIATION may meet and confer over the impact of the decision. The CITY may also make any singular position or division/department wide schedule changes to existing employees, but must complete meet and confer with the ASSOCIATION per the requirements of the MMBA before implementing any such change.

A. WORKWEEK

The City defines the FLSA workweek for non-exempt employees as beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday, except for employees on a 9/80 or 3/12 work schedule.

B. WORKWEEK FOR 9/80 WORK SCHEDULE

Employees working a 9/80 work schedule will have a regular day off every other week as determined by the City. For such employees working a 9/80 work schedule, each employee’s designated workweek shall begin exactly four hours after the start of his/her eight-hour shift on the day of the week that corresponds to the employee’s alternating regular day off.

C. WORKWEEK FOR 3/12 WORK SCHEDULE

Public Safety Dispatcher Supervisors working a 3/12 work schedule will have an alternating regular day off every other week as determined by the City. For such employees working a 3/12 work schedule, each employee’s designated workweek shall begin exactly four hours after the start of his/her eight-hour shift on the day of the week that corresponds to the employee’s alternating regular day off.

D. WORKWEEK FOR 4/10 WORK SCHEDULE

The parties have agreed to implement a 4/10 work schedule that provides for City Hall to be open Monday through Friday. The 4/10 work schedule for full-time employees can be any combination of workdays that allows an employee to be scheduled for four (4) consecutive ten (10) hour days totaling forty (40) hours of work in each defined FLSA workweek.

Approval of work schedules will be determined by the Department Head, with the assistance of the Human Resources Division and the approval of the City Manager. All requests by employees to work a 4/10 schedule must be in writing, approved in writing, with the specific defined workweek and work schedule identified in the approval, and placed in the employee's personnel file. The City's intent regarding 4/10 work schedules is for their use wherever feasible when requested by the employee and consistent with the operational needs of the department and the City. The City may cancel an approved 4/10 work schedule by providing the employee with no less than fifteen (15) days but with the goal of providing thirty (30) days advance notice. Employees wishing to change or cancel 4/10 work schedules must also provide at least fifteen (15) days but with the goal of providing thirty (30) days advance notice and obtain written approval from their Department Head, which must also be copied to Human Resources.

The parties recognize that there may be work demands that prevent every employee from being approved to work their first choice of workdays. In that case, every effort will be made to address the conflict and work demands within the department. If a mutual agreement cannot be reached, then preference will be given to the employee with the greatest City seniority. City seniority is defined as the date of hire. Employees working 4/10 work schedules are prohibited from changing or switching their regular days off without prior approval from their Department Head due to the likelihood that overtime will result. Changes to the work schedule agreement must be made in accordance with this MOU and the Work Schedule Policy.

SECTION 4 – WORKING CONDITIONS

ARTICLE 4.01 PROBATION PERIOD

A. INITIAL PROBATION:

All newly hired employees shall serve a twelve (12) month probation period commencing on the designated effective date of initial employment.

B. PROBATION FOLLOWING PROMOTION:

All newly promoted employees shall serve a six (6) month probation period commencing on the designated effective date of promotion. If the newly promoted employee does not pass probation as determined by the CITY, the CITY shall return the employee to their previous position prior to the promotion.

C. PROBATION FOLLOWING RECALL:

A former employee who is recalled to a classification in which they never completed the required probation period prior to layoff shall have a new twelve (12) month probationary period, or who is recalled to a new classification which they have never previously held,

shall serve a six (6) month probation commencing on the designated effective date of re-employment.

A former employee who had passed the required probation period prior to layoff for the same classification to which they are recalled, was laid off for a period of greater than twelve (12) months and is subsequently recalled to a classification other than that held immediately prior to the layoff shall serve a three (3) month probation period commencing on the designated effective date of re-employment.

A former employee who had passed the required probation period prior to layoff, was laid off for a period of twelve (12) months or less and is recalled to the same classification which they held immediately prior to the layoff shall not be required to complete an additional probation period upon recall.

D. PERFORMANCE EVALUATION DURING PROBATION:

Each employee serving a probationary period shall, in accordance with CITY policies in the Employee Handbook as revised in November 1997, receive at least one (1) performance evaluation during their probationary period. Such evaluation will be done at the end of the first six (6) months of employment.

E. EMPLOYMENT STATUS DURING PROBATION:

Probationary employees, excluding those on a promotional probation, are considered “at will” employees and serve at the pleasure of the City Manager. They may be discharged at any time during the probationary period for any reason, with or without cause, and with no rights of appeal.

Employees who are on probation following a promotion retain their regular employment status with the CITY and may not be discharged from employment without cause. However, such employees may be returned to their former position during the probationary period with or without cause and with no rights to appeal.

ARTICLE 4.02 UNFAIR EMPLOYEE RELATIONS PRACTICE

It is agreed that it shall be an unfair employee relations practice for the CITY and/or the ASSOCIATION or its representatives:

- A. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in this MOU.
- B. To refuse to meet and confer in good faith with the ASSOCIATION, or its representatives to refuse to meet and confer in good faith with the CITY on matters within the scope of representation.

ARTICLE 4.03 GRIEVANCE PROCEDURE

The CITY and the ASSOCIATION agree to meet and confer in order to amend the existing grievance procedure by clarifying language and establishing acceptable time frames for the filing of grievances.

A. MATTERS SUBJECT TO THE GRIEVANCE PROCEDURES

A grievance is a complaint by an employee or the employee’s ASSOCIATION that the employee has been adversely affected due to a misinterpretation or misapplication of this MOU, any other work rules, conditions of employment, or regulations of the CITY or department, or actions of management regarding employee relations. Disciplinary actions are subject only to the provisions of the disciplinary procedures section of this MOU and are not subject to the procedures of this section.

1. No punitive action will be assessed against an employee for utilizing the grievance procedure.
2. In a hearing or meeting with the supervisor, Department Head, or City Manager called to resolve a grievance, a maximum of two employees, or ASSOCIATION representatives, which may or may not include the grievant, may be excused from work, with the exception of those called as witnesses when both parties agree they are necessary to determine certain facts.
3. The preparation of grievances shall not unreasonably interfere with the employee’s regularly assigned duties.
4. At any stage of the grievance process, both parties are entitled to representation.

B. INFORMAL GRIEVANCE PROCEDURES

Every effort shall be made to resolve a grievance through discussion between the employee, and/or the employee’s designated representative, and the employee’s immediate supervisor. If, after such discussion, the employee does not feel the grievance has been satisfactorily resolved, the employee shall have the right to discuss the matter with the supervisor’s superior within the department. The informal grievance process shall be commenced not later than twenty (20) calendar days after the employee/ASSOCIATION knew or reasonably should have known of the occurrence which is the subject of the grievance. Failure to timely initiate the grievance procedure, and to meet with the supervisor’s superior not later than twenty (20) calendar days after being advised of the supervisor’s decision, shall be a bar to further processing of the grievance.

B. FORMAL GRIEVANCE PROCEDURES

If the employee is not in agreement with the decision rendered in the informal grievance procedure, the employee shall have the right to present a formal grievance in writing to

the Department Head within twenty (20) calendar days after receipt of the decision at the informal grievance step. The Department Head shall meet with the employee and/or the employee's designated representative within twenty (20) calendar days after receipt of the written grievance. The Department Head shall review the grievance, render a decision in writing, and return it to the employee and/or the employee's designated representative within twenty (20) calendar days after meeting with the employee or the employee's designated representative.

D. APPEAL PROCEDURES

If the employee disagrees with the decision reached by the Department Head, the employee may present an appeal in writing to the City Manager within twenty (20) calendar days after the employee's receipt of the Department Head's decision. The City Manager shall set a meeting with the employee and/or the employee's designated representative to discuss the grievance within twenty (20) calendar days. Within twenty (20) calendar days following the meeting, the City Manager shall deliver a copy of the decision to the employee and/or the employee's designated representative. The City Manager's decision shall be final.

F. EXTENSION OF TIME LIMITS

All time limitations imposed by the grievance procedures described in this section may be extended by mutual written agreement between the CITY and the employee.

ARTICLE 4.04 DISCIPLINARY AND APPEALS PROCEDURE

- A. STANDARDS OF CONDUCT. All employees are expected to adhere to standards of reasonable and prudent conduct.
- B. APPLICABILITY OF DISCIPLINE. Disciplinary action may be taken against any non-elected employee of the CITY. Employees represented by the ASSOCIATION shall have rights to the notice and hearing requirements set forth in this section.
- C. DISCRETION IN DISCIPLINARY ACTION. The City Manager, Department Head, and supervisors may exercise their discretion in applying discipline appropriate to the employee's offense(s) and work record with the CITY.
- D. PERMITTED DISCIPLINARY ACTION. Any one or combination of the following disciplinary actions may be taken against any employee for offenses stated in this section or for any other just cause:

- Oral admonishment
- Directive Memorandum
- Corrective Counseling Memorandum

Written reprimand
Suspension Without Pay
Reduction in salary
Demotion
Dismissal

- E. ORAL ADMONISHMENT. Pre-disciplinary oral admonishments should be given in private. The supervisor shall include in the admonishment a review of appropriate departmental and/or CITY standards and policies, employee performance expected in the future and the likely consequences of failure to correct performance or behavior within the period of time determined by the Department Head. Oral admonishments shall be memorialized in writing.
- F. DIRECTIVE MEMORANDUM. When oral communication has not been sufficient, a pre-disciplinary directive memorandum can be issued to inform and direct the employee in writing on how to complete a task and perform correctly in the future. It may also be used to give general direction to one or more employees.
- G. CORRECTIVE COUNSELING MEMORANDUM. A pre-disciplinary formal counseling process includes a dialogue between the supervisor and the employee and results in a corrective memorandum issued to the employee, which informs the employee that even after the previous direction, a task is still being completed incorrectly. This is a warning that further occurrences may result in disciplinary action and is the last pre-discipline step. The memorandum requires correction of performance.
- H. WRITTEN REPRIMAND. A written reprimand shall be prepared for the continued or more serious offense. The reprimand shall take the form of a memorandum, including a full, accurate, and factual statement of the reason for the reprimand. The memorandum shall be given to the employee in private. The supervisor shall explain appropriate departmental standards and policies, employee performance expected in the future, and likely consequences of failure to correct performance or behavior within the period of time determined by the Department Head. A copy of the memorandum shall be placed in the employee's personnel folder. The employee may respond to the memorandum in writing within fourteen (14) calendar days and have such a response placed in the employee's personnel folder. A dated copy of the written reprimand shall be released to the employee.
- I. SUSPENSION WITHOUT PAY. When the employee's undesirable conduct has been continuous, repeated, or is deemed by management to be of such severity that lesser penalties are inadequate or have proved ineffective, the Department Head may impose a suspension without pay. Such suspension shall occur only after the notice procedures specified in subsections M through P have been complied with and shall be subject to appeal in accordance with subsections Q through U of this section.

J. REDUCTION IN SALARY. In lieu of, or in addition to other forms of discipline, when facts justify, the Department Head may impose a reduction in salary upon the employee to a lower step on the present salary range or to a lower salary range, as may be appropriate. The reduction may be for a limited period or an extended period, as specified by the Department Head. Any reduction in salary shall be subject to the notice procedures specified below in subsections M through P and shall be subject to appeal in accordance with subsections Q through U of this section.

K. DEMOTION. In lieu of, or in addition to other forms of discipline, when facts justify, the Department Head shall have the right to demote an employee for unsatisfactory performance. An employee is demoted by moving to a lower class with an appropriate reduction in pay or a reduction in pay step. A new anniversary date shall be established.

Any demotion shall be subject to the notice procedures specified below in subsections M through P and shall be subject to appeal in accordance with subsections Q through U of this section.

L. DISMISSAL. When the employee's conduct has been of a continuous nature, uncorrected by previous discipline or is of such a nature as to make further employment not in the CITY'S interests, or for other good cause, the Department Head shall have the right to dismiss the employee. Dismissal shall be final termination of the employee's employment. Any action of dismissal shall be taken only in compliance with the notice procedures specified below in subsections M through P and shall be subject to appeal in accordance with subsections Q through U of this section.

M. PRE-DISCIPLINARY PROCEDURES. An employee being considered for any discipline involving loss of time or wages shall be ensured due process through the application of subsections N through P of the pre-disciplinary steps described in this section.

N. WRITTEN NOTICE. Written notice of any proposed disciplinary action shall be given to the employee in private. This notice shall include the proposed action, the intended effective date and the specific reasons for such action. A written copy of the allegations of misconduct and the grounds for such allegations shall also be included, along with a copy of all supporting documentation upon which the department expects to rely. The employee is entitled to copies of all materials on which the allegations are based, if there are any. The employee's right to respond orally or in writing, the right to respond in person or through a designated representative, the time in which the response should be made and to whom and where it should be made shall be specified in the notice of intended discipline.

O. EMPLOYEE RESPONSE. An employee is entitled to a reasonable time, not to exceed fourteen (14) calendar days, to answer a notice of proposed discipline. The Department Head may grant an extension of the response period if the employee can demonstrate a reasonable need. Should an employee respond, the Department Head shall consider the response in reaching a decision or disciplinary action. The employee is entitled to respond

in writing or orally, personally or through a designated representative, or any combination thereof. If the employee requests a meeting to present a response, the meeting shall not be conducted as an adversarial hearing. The employee may neither cross-examine the department's witnesses nor present a formal case to support the response. The employee shall be given the opportunity to make any representations the employee believes might affect the disciplinary decision. Extensions shall be permitted only with the consent of the Department Head. If the employee fails to respond within the time specified, the Department Head may proceed with a decision.

The Department Head has the right to conduct further investigations. If new charges result from this investigation, the employee shall be given another opportunity to respond.

- P. DEPARTMENT HEAD'S RESPONSE. The Department Head shall provide a written answer to an employee's response at the earliest practical date, not to exceed fourteen (14) calendar days following the response of the employee. The Department Head shall deliver the notice of decision to the employee at or before the time when the action will be effective. The answer shall be dated and signed by the Department Head. The answer shall inform the employee which of the reasons and grounds in the notice of proposed discipline have been sustained. The answer shall include a statement of the employee's right to appeal, as provided herein. Additionally, the time limit for an appeal and the specific discipline to be imposed or the decision not to impose discipline shall be detailed in the answer. The effective date of discipline shall be included in the answer.

If the Department Head's decision results in a finding that the discipline is appropriate, the disciplinary action shall be immediately implemented, with restitution/reinstatement, if any, being made following conclusion of the City Manager level appeal.

- Q. APPEAL OF DISCIPLINARY ACTIONS. Any employee may appeal the imposition of discipline within fourteen (14) calendar days after the receipt by the employee of the Department Head's answer. Appeals from discipline shall be in writing, signed by the appellant or the appellant's representative, and delivered to the City Manager.

- R. APPEAL HEARING. Upon receipt of a timely letter of appeal, the City Manager shall set a time for a hearing. The hearing shall be held within thirty (30) calendar days after receipt of the appeal letter. The City Manager shall give not less than seven calendar days' written notice to the appellant, and any such person requesting same, of the time and place of such hearing. Said hearing shall be scheduled during normal City Hall business hours. The hearing may be open to the public or closed at the appellant's option. The appellant may appear personally and represent himself/herself or be represented by another of the appellant's choosing.

1. During the examination of witnesses, all other witnesses, except the parties, shall be excluded from the hearing unless the City Manager, in his or her discretion and for good cause, otherwise directs.

2. No photography, still, or motion video shall be taken in the hearing room during the hearing. Audio recording will be permitted.
 3. The City Manager, prior to or during a hearing, may grant a continuance for any reason deemed to be important to the manager in reaching a fair and proper decision.
 4. The City Manager shall give all parties to the action a reasonable opportunity to be heard on relevant issues. The department's representative shall first present an opening statement and oral and/or documentary evidence in support of the department's position. The appellant may present oral or documentary evidence and may cross-examine any witness called by the department. The appellant may make an opening statement on the appellant's behalf. The department's representative may cross-examine any witness called by the appellant. Both the department and the appellant may present rebuttal evidence. The department may then make a closing statement, followed by the appellant.
 5. The City Manager shall not be bound by technical rules of evidence.
 6. The City Manager may, at the Manager's discretion, appoint a hearing officer to conduct the hearing on the Manager's behalf and to report findings and recommendations to the Manager for final decision. In this case, a copy of the hearing officer's report shall be provided to the appellant.
- S. FINDINGS AND DECISIONS. The City Manager shall, within fourteen (14) calendar days after the conclusion of the hearing or of receipt of a hearing officer's report, cause findings and a decision to be prepared in writing. The City Manager shall determine whether the action of the Department Head is supported by the evidence. Should the City Manager find that none of the charges are supported by the evidence presented, the decision shall be that no disciplinary action be taken. A decision not to impose discipline shall be accompanied by a directive from the City Manager to delete all references to the appealed action from the appellant's personnel file. Should the City Manager find that any or all of the charges are supported, the Manager shall affirm, overrule or modify in whole or in part the Department Head's disciplinary action. The City Manager shall cause a copy of the findings and decision to be delivered to the appellant and the appellant's designated representative. A copy will be forwarded to Human Resources for inclusion in the appellant's personnel file.
- T. APPELLANT'S STATUS DURING APPEAL. If the pre-disciplinary meeting with the Department Head results in a decision that discipline is appropriate, the disciplinary action shall be immediately implemented, with restitution/reinstatement, if any, being made following the conclusion of the City Manager level appeal.
- U. TIME LIMITS. All time limitations of this section may be extended or shortened by mutual agreement of the parties.

ARTICLE 4.05 POLITICAL ACTIVITIES

- A. While employees are encouraged to vote before or after their normal work hours, any employee entitled to vote in a public election shall be afforded the necessary time off to do so in accordance with applicable law.
- B. Employees shall strictly observe all rules of the CITY relating to political activity while on duty.

ARTICLE 4.06 PROHIBITION OF STRIKES

- A. The ASSOCIATION, its officers, and members, shall neither cause nor counsel its members or any non-represented employees to strike for any reason, nor shall it in any manner cause them to directly or indirectly to commit any concerted acts of work stoppage, slow down, or refusal to perform any customarily assigned duties for the employer, namely, the CITY, for any reason. The occurrence of any such acts or actions prohibited in this section by the ASSOCIATION shall be deemed a violation of this MOU.
- B. In applying the provisions of this section, all of its terms used here shall be given the meaning commonly understood.
- C. The ASSOCIATION shall not be liable where the acts or actions previously enumerated are not caused or authorized directly or indirectly by the ASSOCIATION.

ARTICLE 4.07 SUBSTANCE ABUSE POLICY

It is the responsibility of all affected employees to cooperate to protect the lives, personal safety, and property of co-workers and fellow citizens. All employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers. Towards this goal, employees will follow the CITY's Drug-Free Workplace Policy, which has been established and maintained separately from this MOU.

ARTICLE 4.08 LAYOFF AND RETURN POLICY

PURPOSE: To provide a policy to be followed in the event of a reduction in the workforce and subsequent recall for employment of affected employees represented by the ASSOCIATION.

A. LAYOFF

The CITY reserves the right to lay off employees for lack of work, budgetary reasons, technological changes, or other CITY actions that necessitate a reduction in the workforce. In the event of a layoff, it is the intent of the CITY to retain the most qualified employees.

1. The Department Head, in consultation with Human Resources, as approved by the City Manager, will implement the layoffs.

2. In the event of a layoff, temporary, seasonal, part-time, or probationary employees within the affected class shall be laid off first. Contracts for services for duties performed by the affected classification shall be eliminated prior to layoff, except for contracts requiring specialized knowledge, skills, and abilities for the project(s). Subsequent layoffs within the CITY will be accomplished in the following order:
 - a. Seniority within the affected classification.
 - b. Seniority with the CITY.
 - c. Performance, based on the most recent performance evaluation in the employee's personnel file.
3. A laid-off employee shall be entitled to "bump" to a position in a classification in the ASSOCIATION which she/he formerly held a full-time, non-probationary appointment and in which there is an employee with less CITY seniority, and if physically and mentally able to perform the duties of the former class. The displaced employee shall be considered as laid off for the same reason as the person who displaced him/her and shall, in the same manner, be eligible to "bump" to a position and class in which she/he formerly held a full-time, non-probationary appointment. In the event of a tie, performance evaluations shall be utilized in effecting the layoff.
4. When practical, notice of layoff shall be given with as much advance notice as possible, but no less than fourteen (14) calendar days before the implementation date. When said notice cannot be given, the employee shall be provided with compensation equal to the number of hours the employee would have typically worked during the fourteen (14) calendar days following said notice.
5. Laid-off employees shall receive compensation, less required taxes, only for applicable accumulated Annual Leave, holiday compensation, comp-time, and unused Administrative Leave he/she has due. Annual Leave shall be compensated based on the total number of accrued Annual Leave hours multiplied by the employee's base hourly rate of pay. Employees shall be compensated with a payment of the unused Sick Leave balance pursuant to Section 1.12(F) of this MOU.
6. An employee shall not continue to accumulate seniority, Annual Leave, or any other service-related benefits during the period of time he or she is laid off.

B. RECALL LIST

The names of full-time, permanent employees who have been laid off shall be placed on a recall list for the position held at the time of layoff for a period not to exceed twenty-four (24) months.

Individual names may be removed from the recall list for any of the following reasons:

1. The expiration of twenty-four (24) months from the date of placement on the list.
2. Re-employment with the CITY in a regular full-time position.
3. Failure to respond within fourteen (14) calendar days of mailing a certified letter regarding availability for employment. The certified letter shall be mailed to the employee's last known address.
4. Failure to report to work within fourteen (14) calendar days of mailing a certified letter containing a notice or recall to a position.
5. Written request to be removed from the list.

C. RECALL

In the event of a recall from a layoff, employees shall be recalled in reverse order of lay-off, providing that the recalled employee meets the minimum qualifications for the position to be filled.

1. The classification for which the employee may be recalled to fill may be at a lower classification than the one which the employee held prior to being laid off. Financial compensation for recalled employees would be within the CITY's salary range for the classification being filled through the recall process. Returning employees shall be entitled to seniority accrued prior to layoff. All recalled employees shall serve a probationary period in accordance with Section 1.09 of the MOU between the CITY and ASSOCIATION.
2. All returning employees must successfully pass a physical examination appropriate for the respective job classification so as to ensure the returning employee is medically capable of performing the required duties.
3. When vacancies occur, the CITY shall utilize the recall list prior to conducting an outside recruitment for positions represented by the ASSOCIATION.
4. Full-time, permanent employees who have been laid off and later recalled within twenty-four (24) months of placement on a recall list shall, on recall, have the same retiree health insurance vesting rights for purposes of computing CITY-funded retiree health insurance benefits, as was held by the employee at the time of layoff.

ARTICLE 4.09 OTHER ITEMS

City policies, procedures, rules, and regulations which are not specifically addressed in the MOU shall continue to be handled in accordance with the existing Personnel Rules and Regulations Resolution No. 91-64, Employee Relations Resolution No. 93-214, and the Employee Handbook as revised in November 1997 (until such time as they are revised).

During the term of this MOU, upon written request by the CITY, the ASSOCIATION agrees to re-open the MOU and meet and confer on the following:

- A. Update to the CITY’s Employer-Employee Relations Resolution and/or local labor relations rules and procedures;
- B. Update to the CITY’s Personnel Rules; and
- C. Creation or updates to CITY policies that do not conflict with the express terms of this MOU.”

ARTICLE 4.10 JOINT DRAFTING

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any legal construction or interpretation to be made of this MOU, the same shall not be construed against any party.

APPROVALS

CITY OF MURRIETA

MURRIETA SUPERVISORS’ ASSOCIATION

By: Justin Clifton
 Justin Clifton
 City Manager

By: Cara McDermott
 Cara McDermott
 President

By: Michael Amado
 Michael Amado
 Vice-President

By: Kayti Mathewson
 Katherine Mathewson
 Treasurer

EXHIBIT A

List of MSA-Represented Classifications

Associate Civil Engineer
Associate Planner
Building Inspections Supervisor
CAD/RMS Administrator
Circulation Supervisor
Library Services Supervisor
Civil Engineering Associate
Code Enforcement Supervisor
Community Services Manager
Engineering Manager
Geographic Information Services Administrator
Information Technology Program Administrator
Network Systems Engineer
Information Technology Analyst
Maintenance Manager
Maintenance Supervisor
Parks Maintenance Superintendent
Plan Review Supervisor
Police Records Supervisor
Public Safety Dispatch Supervisor
Public Works Inspection Supervisor
Principal Librarian
Recreation Supervisor
Senior Civil Engineer
Senior Planner
Supervising Librarian
Traffic Engineer



CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 7.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Diego Chavez, Administrative Services Director

PREPARED BY: Diane Kohanyi, Management Analyst - IT

SUBJECT: Renewal of Cisco Meraki Software License and Support

RECOMMENDATION

Authorize the use of Cooperative Agreement 2018011-02 with Omni Partners to purchase Meraki Licenses and Support services for Fiscal Year 2025/26 and authorize SHI International Corp. to administer the agreement;

Authorize the use of the Cisco Master Agreement;

Approve the contract amount not to exceed \$59,965.36, for Fiscal Year 2025/26; and an amount not to exceed \$75,000, in Fiscal Year 2026/27; and

Authorize the City Manager to execute the use of the agreement, in a form approved by the City Attorney.

PRIOR ACTION/VOTE

On December 20, 2016, the City Council adopted Resolution No. 16-3670, approving an agreement with NetXperts Inc. for City wireless infrastructure replacement and implementation services (Vote: 5-0).

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

BACKGROUND

On December 20, 2016, the City Council adopted Resolution No. 16-3670, approving an agreement with NetXperts Inc. for City wireless infrastructure replacement and implementation services. The agreement included Cisco Meraki licensing and support for a three-year term. The Cisco Meraki License enables cloud-based management, security, and support services for network devices to ensure reliable and centralized infrastructure operations. This project established the foundation of the City's wireless network infrastructure.

Following the initial agreement, the City of Murrieta (City) executed renewals for the Cisco Meraki software

licensing and support with SHI in both 2023 and 2024, to maintain uninterrupted network services, cloud-managed support, and security updates critical to City operations.

It is now time to renew the Cisco Meraki licensing and support agreement with SHI to ensure continued network performance, device management, and manufacturer support. This renewal will extend coverage for one year, maintaining system stability and vendor-backed support across all City departments.

The Cooperative Agreement Contract #2018011-02, initiated by the City of Mesa, Arizona, was utilized for competitive bidding and final pricing. In accordance with the City of Murrieta Municipal Code Section 3.08.295 *Cooperative Purchasing*, the City Council, City Manager, or purchasing agent, at their prescribed authorization levels, shall have the authority to join with other public and quasi-public agencies in cooperative purchasing plans or programs as long as the administering agency, in this case, the City of Mesa, Arizona, has made its purchases in a competitive manner.

FISCAL IMPACT

The fiscal impact for this service is \$59,965.36 for FY 2025/26. Funding is available in the FY 2025/26 and FY 2026/27 Operating Budget, Information Technology Fund (GL 726830-60480).

ATTACHMENTS

1. Cooperative Agreement 2018011-02 with Omni Partners
2. Term extension to Cooperative Agreement 2018011-02, Amendment Two
3. Cisco Master Agreement
4. SHI Quote

City of Mesa, AZ

Contract # 2018011-02

for

Information Technology Solutions and Services

with

SHI International Corp.

Effective: March 1, 2018

The following documents comprise the executed contract between the City of Meza, AZ and SHI International Corp, effective March 1, 2018:

- I. Executed Contract
- II. Mayor and Council Approval
- III. Supplier Response
- IV. Original RFP



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2018011
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**

CITY OF MESA, Arizona ("City")

| | |
|------------------|--|
| Department Name | City of Mesa – Purchasing Division |
| Mailing Address | P.O. Box 1466 Mesa, AZ 85211-1466 |
| Delivery Address | 20 East Main St, Suite 400 Mesa, AZ 85201 |
| Attention | Sharon Brause, CPPO, CPPB, CPCP Senior Procurement Officer |
| E-Mail | Sharon.Brause@MesaAZ.gov |
| Phone | (480) 644-2815 |
| Fax | (480) 644-2655 |

AND

SHI INTERNATIONAL CORP., ("Contractor")

| | |
|-----------------|--|
| Mailing Address | 290 Davidson Ave Somerset, NJ 08873 |
| Remit Address | PO Box 952121 Dallas, TX 75395-2121 |
| Attention | Meghan Flisakowski, Public Program Manager |
| E-Mail | Meghan.Flisakowski@shi.com |
| Phone | 512-517-4088 |
| Fax | 732-652-6599 |
| Website | www.publicsector.shidirect.com/ |

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 27th day of February, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and SHI INTERNATIONAL CORP, a New Jersey corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number 2018011 ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the Services/Products described in the Solicitation and Response.
- C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.
- D. "Products" means collectively third-party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.
- E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order or on-line order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

- 1. **Term**. This Agreement is for a term beginning on **March 1, 2018** and ending on **February 28, 2023**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2), one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the Services/Products provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.3 **Delivery**. Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order. Contractor agrees to deliver all Products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In

many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department; this is a City requirement and other participating agencies who utilize this Agreement as a cooperative contract (see Exhibit C, Mesa Standard Terms & Conditions) may have other delivery requirements.

2. **Scope of Work.** The Contractor will provide the necessary staff, Services and associated resources to provide the City with the Services, Products, and obligations attached to this Agreement as Exhibit A ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in Exhibit A. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in Exhibit A, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) notice to proceed, or (iii) Delivery Order off a Master Agreement for a requirements contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement. The terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.

4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.

- a. Amendments to the Agreement
- b. Agreement
- c. Exhibits
 1. Mesa Standard Terms & Conditions (Exhibit C)
 2. Pricing (Exhibit B)
 3. Scope of Work (Exhibit A)
 4. Other Exhibits not listed above
- d. Solicitation including any addenda
- e. Contractor's Response

5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in Exhibit B ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a Product is discontinued, Contractor will provide a Product of the same or greater functionality, utilizing the discount structure.

It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the Agreement.

- 6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the Products/Service including transportation and insurance costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the Products or Services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 6.2 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or Products must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the Services/Products under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to expiration date of the then-current term of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- 6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in Subsection 6.2. There is no guarantee the City will accept a price adjustment.

- 6.4 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the Service or Product from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of Service or delivery of Product;
- g. Description of Products or Services provided;
- h. If Products provided, the quantity delivered and pricing of each unit;

- i. Applicable taxes; and
 - j. Total amount due.
- 6.5 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.
- 6.6 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for Products/Service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance.**

- 7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the Products/Service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

- 7.2 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 7.3 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.
- 7.4 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 7.5 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 7.6 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor where permitted by law.

- 7.7 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 7.8 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 7.8.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
- 7.8.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
- 7.8.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the Products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such Products to Contractor. All returns shall be made in accordance with Contractor's Return Policy found at www.shi.com/returnpolicy and this Agreement, with the terms of this Agreement controlling. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of Product, or performance of Services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.
9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as Exhibit C.
10. **WARRANTY.** Contractor warrants that the Services and Products will conform to the requirements of the Agreement. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The City's acceptance of Services or Products provided by Contractor will not relieve Contractor from its obligations under this warranty. If any Products or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Products or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.
11. **OEM PRODUCT WARRANTY.** Contractor is a value-added reseller ("**VAR**") of Products, not the Original Equipment Manufacturer ("**OEM**") or licensor, and, except as provided herein, Contractor disclaims any warranty responsibility regarding warranties provided by the OEM for the Products provided under this Agreement ("**OEM Product Warranty**"). Contractor shall forward the OEM Product Warranties to the City which are provided to Contractor from the OEM of the Product and, to the extent granted by the OEM, the City shall be the beneficiary of the OEM's Product Warranties

with respect to the Product. Contractor is not a party to any such terms of the OEM Product Warranty between the City and OEM and the City agrees to look to the OEM for satisfaction of any and all OEM Product Warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY OEM PRODUCT WARRANTY.

12. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
 - a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the Services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

13. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

 - (A) Scope of Work / Technical Specifications
 - (B) Pricing
 - (C) Mesa Standard Terms and Conditions

16. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

17. **Title, Risk of Loss, Returns.** Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless

notice of rejection is provided to Contractor's authorized representative within three (3) business days after such delivery. All returns of Product shall be made in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of the Agreement controlling.

- 18. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
- 19. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

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

CITY OF MESA, ARIZONA

SHI INTERNATIONAL CORP.

By: 

By: 

Edward Quedens

Cassie Skelton

Printed Name

Printed Name

Business Services Director

Contracts Manager

Title

Title

2-27-18

2/27/18

Date

Date

REVIEWED BY:

By: 

EXHIBIT A

SCOPE OF WORK

1. **MINIMUM REQUIREMENTS.** Contractor must meet the following minimum qualifications:
 - a. A full range of information technology solution Products and Services to meet varying requirements of governmental agencies.
 - b. Have a strong national presence as a computer solutions provider.
 - c. Have a distribution model capable of delivering Products, free of charge, in a timely manner on a nationwide basis.
 - d. Have a demonstrated sales presence.
 - e. Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
 - f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:
 - a. Online
 - b. Telephone
 - c. Fax
 - d. Email

3. **SCOPE OF PRODUCTS.** Contractor will provide the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:
 - a. **Personal Computer Systems:** National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
 - b. **Standard Business Workstation:** These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
 - c. **High End Workstation:** These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
 - d. **Laptop Computer or Notebook:** These will be used by traveling or remote access users for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
 - e. **Network Equipment:** This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell,

Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

- f. **Monitors:** These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
- g. **Computer and Network Products and Peripherals:** Complete availability of major manufacturers Product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.
- h. **Services:** Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, Services which are related to the design, use or operation of the Products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc.

Note: All hardware must come fully assembled. For example, if extra memory, additional drives or peripherals are ordered, the Contractor must install them unless the Participating Agency request they not be installed. Contractor shall provide these assembly and installation services as stated in the applicable Order; any additional terms and costs that may apply will be identified in the quote.

In cases of custom configuration (e.g.: imaging, etching, kitting, build to order machines, rack and stack servers) and large roll outs, there may be an additional cost associated with assembly. Any additional costs will be noted at the time of quoting.

Installation/deployment projects typically are governed by a scope of work specific to the project which may require an additional cost. If installation is requested the Contractor will review options and provide the scope of work as well as any associated costs at the time of quoting.

- i. **Comprehensive Product Offering:** Contractor's complete catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.
 - j. **Financing:** Options available such as lease programs and conditional sales contracts.
4. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA") as required by manufacturers.
5. **DEFECTIVE PRODUCT.** All defective Products shall be replaced and exchanged by the Contractor at no cost to the City in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of this Agreement controlling. Contractor will order a replacement unit within one (1) business day of notice of damage, defect or DOA from the City. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement Products must be received by the City within seven (7) days of initial notification.

**EXHIBIT B
PRICING**

| Item # | Product | Product / Group | Discount | Manufacturer Name |
|--------------|-------------------------|--|--------------------------|--------------------------------------|
| 1) | Group 1 - Systems | 1) Desktops | 4.50% | SHI's Full Catalog of Systems |
| | | 2) Notebooks | 4.50% | SHI's Full Catalog of Systems |
| | | 3) Tablets | 4.50% | SHI's Full Catalog of Systems |
| | | 4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc) | 4.50% | SHI's Full Catalog of Systems |
| 2) | Group 2 - Input Devices | 5) Keyboards | 5.00% | SHI's Full Catalog of Input Devices |
| | | 6) Mice | 5.00% | SHI's Full Catalog of Input Devices |
| | | 7) Imaging Scanners | 4.00% | SHI's Full Catalog of Input Devices |
| | | 8) POS Scanners | 4.00% | SHI's Full Catalog of Input Devices |
| | | 9) Pointing Devices | 4.00% | SHI's Full Catalog of Input Devices |
| | | 10) Bar Code Readers | 4.00% | SHI's Full Catalog of Input Devices |
| | | 11) Audio Input | 4.00% | SHI's Full Catalog of Input Devices |
| | | 12) Input Adapters | 4.00% | SHI's Full Catalog of Input Devices |
| | | 13) PC and Network Cameras | 4.00% | SHI's Full Catalog of Input Devices |
| | | 14) Input Cables | 4.00% | SHI's Full Catalog of Input Devices |
| | | 15) Input Accessories | 4.00% | SHI's Full Catalog of Input Devices |
| | | 3) | Group 3 - Output Devices | 16) Displays |
| 17) Printers | 4.50% | | | SHI's Full Catalog of Output Devices |

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| | | 18) Inkjet Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 19) Inkjet Photo Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 20) Laser Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 21) Label Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 22) Dot Matrix Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 23) Multi-Function Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 24) Wide Format Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 25) Multi-Function Inkjet Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 26) Wide Format Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 27) Fax Machine Printers | 4.50% | SHI's Full Catalog of Output Devices |
| | | 28) Printer Accessories | 4.50% | SHI's Full Catalog of Output Devices |
| | | 29) Projectors | 4.50% | SHI's Full Catalog of Output Devices |
| | | 30) Projector Accessories | 4.50% | SHI's Full Catalog of Output Devices |
| | | 31) Audio Input | 4.50% | SHI's Full Catalog of Output Devices |
| | | 32) Video Cards | 4.50% | SHI's Full Catalog of Output Devices |
| | | 33) Sound Cards | 4.50% | SHI's Full Catalog of Output Devices |
| | | 34) Output Accessories | 4.50% | SHI's Full Catalog of Output Devices |
| | | 35) Printer Consumables | 4.50% | SHI's Full Catalog of Output Devices |
| 4) | Group 4 - Memory | 36) Desktop | 4.50% | SHI's Full Catalog of Memory |
| | | 37) Flash | 4.50% | SHI's Full Catalog of Memory |

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| | | 38) Networking | 4.50% | SHI's Full Catalog of Memory |
| | | 39) Notebook | 4.50% | SHI's Full Catalog of Memory |
| | | 40) Printer / Fax | 4.50% | SHI's Full Catalog of Memory |
| | | 41) Server | 4.50% | SHI's Full Catalog of Memory |
| 5) | Group 5 - Storage Devices | 42) Adapters Fiber Channel | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 43) Adapters FireWire / USB | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 44) Adapters IDE/ATA/SATA | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 45) Adapters RAID | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 46) Adapters SCSI | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 47) Bridges & Routers | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 48) Disk Arrays | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 49) Disk Arrays JBOD | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 50) Drives Magneto-Optical | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 51) Drives Removable Disks | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 52) Fiber Channel Switches | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 53) Hard Disks - External | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 54) Hard Disks - Fiber Channel | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 55) Hard Disks - IDE/ATA/S | 4.00% | SHI's Full Catalog of Storage Devices |
| 56) Hard Disks - Notebook | 4.00% | SHI's Full Catalog of Storage Devices | | |
| 57) Hard Disks - SCSI | 4.00% | SHI's Full Catalog of Storage Devices | | |

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| | | 58) Networking Accessories | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 59) Optical Drives - CD-ROM | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 60) Optical Drives - CD-RW | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 61) Optical Drives - DVD-CD | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 62) Optical Drives - DVD-RW | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 63) Storage Accessories | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 64) Storage - NAS | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 65) Storage - SAN | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 66) Tape Autoloaders -AIT | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 67) Tape Autoloaders - DAT | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 68) Tape Autoloaders - DLT | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 69) Tape Autoloaders - LTO | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 70) Tape Drives - 4mm | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 71) Tape Drives - 8mm/VXA | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 72) Tape Drives - AIT | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 73) Tape Drives - DAT | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 74) Tape Drives - DLT | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 75) Tape Drives - LTO/Ultrium | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 76) Tape Drives SDLT | 4.00% | SHI's Full Catalog of Storage Devices |
| | | 77) Tape Drives - Travan | 4.00% | SHI's Full Catalog of Storage Devices |

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| 6) | Group 6 - Network Equipment | 78) 10/100 Hubs & Switches | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 79) Bridges & Routers | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 80) Gigabit Hubs & Switches | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 81) Concentrators & Multiplexers | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 82) Hardware Firewalls | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 83) Intrusion Detection | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 84) KVM | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 85) Modems | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 86) Network Test Equipment | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 87) Network Adapters | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 88) Network Cables | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 89) Network Accessories | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 90) Repeaters & Transceivers | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 91) Wireless LAN Accessories | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 92) Token Authentication | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 93) 10G Fiber Optic Transceivers | 5.00% | SHI's Full Catalog of Network Equipment |
| | | 94) 1G Fiber Optic Transceivers | 5.00% | SHI's Full Catalog of Network Equipment |
| 7) | Group 7 - Software | 95) Licensing Packages (e.g. Microsoft) | 4.50% | SHI's Full Catalog of Software |
| | | 96) Licensing Backup | 4.50% | SHI's Full Catalog of Software |
| | | 97) Licensing Barcode/OC | 4.50% | SHI's Full Catalog of Software |

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| | | 98) Licensing Business Application | 4.50% | SHI's Full Catalog of Software |
| | | 99) Licensing CAD/CAM | 4.50% | SHI's Full Catalog of Software |
| | | 100) Licensing - Cloning | 4.50% | SHI's Full Catalog of Software |
| | | 101) Licensing - Computer Services | 4.50% | SHI's Full Catalog of Software |
| | | 102) Licensing - Database | 4.50% | SHI's Full Catalog of Software |
| | | 103) Licensing - Development | 4.50% | SHI's Full Catalog of Software |
| | | 104) Licensing - Entertainment | 4.50% | SHI's Full Catalog of Software |
| | | 105) Licensing - Financial | 4.50% | SHI's Full Catalog of Software |
| | | 106) Licensing - Flow Chart | 4.50% | SHI's Full Catalog of Software |
| | | 107) Licensing - Graphic Design | 4.50% | SHI's Full Catalog of Software |
| | | 108) Licensing - Handheld | 4.50% | SHI's Full Catalog of Software |
| | | 109) Licensing - Network OS | 4.50% | SHI's Full Catalog of Software |
| | | 110) Licensing - OS | 4.50% | SHI's Full Catalog of Software |
| | | 111) Licensing - Personal Organization | 4.50% | SHI's Full Catalog of Software |
| | | 112) Licensing - Presentation | 4.50% | SHI's Full Catalog of Software |
| | | 113) Licensing - Reference | 4.50% | SHI's Full Catalog of Software |
| | | 114) Licensing - Report Analysis | 4.50% | SHI's Full Catalog of Software |
| | | 115) Licensing - Spreadsheet | 4.50% | SHI's Full Catalog of Software |
| | | 116) Licensing - Utilities | 4.50% | SHI's Full Catalog of Software |
| | | 117) Licensing - Warranties | 4.50% | SHI's Full Catalog of Software |

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| | | 118) Licensing - Web Development | 4.50% | SHI's Full Catalog of Software |
| | | 119) Licensing - Word Processing | 4.50% | SHI's Full Catalog of Software |
| | | 120) Software - Backup | 4.50% | SHI's Full Catalog of Software |
| | | 121) Software - Barcode / OCR | 4.50% | SHI's Full Catalog of Software |
| | | 122) Software - Business Application | 4.50% | SHI's Full Catalog of Software |
| | | 123) Software - CAD/CAM | 4.50% | SHI's Full Catalog of Software |
| | | 124) Software - Cloning | 4.50% | SHI's Full Catalog of Software |
| | | 125) Software - Computer Services | 4.50% | SHI's Full Catalog of Software |
| | | 126) Software - Database | 4.50% | SHI's Full Catalog of Software |
| | | 127) Software - Development | 4.50% | SHI's Full Catalog of Software |
| | | 128) Software - Entertainment | 4.50% | SHI's Full Catalog of Software |
| | | 129) Software - Financial | 4.50% | SHI's Full Catalog of Software |
| | | 130) Software - Flow Chart | 4.50% | SHI's Full Catalog of Software |
| | | 131) Software - Graphic Design | 4.50% | SHI's Full Catalog of Software |
| | | 132) Software - Handheld | 4.50% | SHI's Full Catalog of Software |
| | | 133) Software - OS | 4.50% | SHI's Full Catalog of Software |
| | | 134) Software - Personal Organization | 4.50% | SHI's Full Catalog of Software |
| | | 135) Software - Presentation | 4.50% | SHI's Full Catalog of Software |
| | | 136) Software - Reference | 4.50% | SHI's Full Catalog of Software |
| | | 137) Software - Report Analysis | 4.50% | SHI's Full Catalog of Software |

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| | | 138) Software - Spreadsheet | 4.50% | SHI's Full Catalog of Software |
| | | 139) Software - Utilities | 4.50% | SHI's Full Catalog of Software |
| | | 140) Software - Warranties | 4.50% | SHI's Full Catalog of Software |
| | | 141) Software - Web Development | 4.50% | SHI's Full Catalog of Software |
| | | 142) Software - Word Processing | 4.50% | SHI's Full Catalog of Software |
| 8) | Group 8 - Media Supplies | 143) Media - 4mm tape | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 144) Media - AIT tape | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 145) Media - DAT tape | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 146) Media - DLT tape | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 147) Media LTO / Ultrium tape drive | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 148) Media - Magneto - Optical | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 149) Media - Optical | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 150) Media - SLR tape | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 151) Media - Travan tape | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 152) Media - VXA tape | 4.00% | SHI's Full Catalog of Media Supplies |
| | | 153) Media - zip | 4.00% | SHI's Full Catalog of Media Supplies |
| 9) | Group 9 - Collaboration & IP Telephony | 154) IP phones | 4.00% | SHI's Full Catalog of Collaboration and IP Telephony |
| | | 155) Video conferencing products | 4.00% | SHI's Full Catalog of Collaboration and IP Telephony |
| | | 156) Voice gateways / servers | 4.00% | SHI's Full Catalog of Collaboration and IP Telephony |

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| | | 157) Headsets | 4.00% | SHI's Full Catalog of Collaboration and IP Telephony |
| | | 158) Audio conferencing products | 4.00% | SHI's Full Catalog of Collaboration and IP Telephony |
| | | 159) Analog phones | 4.00% | SHI's Full Catalog of Collaboration and IP Telephony |
| | | 160) Accessories | 4.00% | SHI's Full Catalog of Collaboration and IP Telephony |
| 10) | Group 10 - Other | 161) Advanced Integration | 4.00% | SHI's Full Catalog of Other |
| | | 162) Asset Disposal | 4.00% | SHI's Full Catalog of Other |
| | | 163) Asset Management | 4.00% | SHI's Full Catalog of Other |
| | | 164) Cables | 4.00% | SHI's Full Catalog of Other |
| | | 165) Cables - custom | 4.00% | SHI's Full Catalog of Other |
| | | 166) Cables - printer | 4.00% | SHI's Full Catalog of Other |
| | | 167) Complex warranties | 4.00% | SHI's Full Catalog of Other |
| | | 168) Desktop Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 169) Display Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 170) Electronic Services | 4.00% | SHI's Full Catalog of Other |
| | | 171) Handheld Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 172) Imaging Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 173) Imaging - Camcorders | 4.00% | SHI's Full Catalog of Other |
| 174) Imaging - Digital Cameras | 4.00% | SHI's Full Catalog of Other | | |

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| | | 175) Internal Lab Service | 4.00% | SHI's Full Catalog of Other |
| | | 176) Lab fees | 4.00% | SHI's Full Catalog of Other |
| | | 177) Managed Services | 4.00% | SHI's Full Catalog of Other |
| | | 178) Miscellaneous solutions | 4.00% | SHI's Full Catalog of Other |
| | | 179) Mounting hardware for vehicles | 4.00% | SHI's Full Catalog of Other |
| | | 180) Networking Warranties | 4.00% | SHI's Full Catalog of Other |
| | | 181) Notebook Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 182) Notebook Batteries | 4.00% | SHI's Full Catalog of Other |
| | | 183) PC Lab order services | 4.00% | SHI's Full Catalog of Other |
| | | 184) POS Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 185) POS Displays | 4.00% | SHI's Full Catalog of Other |
| | | 186) Power Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 187) Power Surge Protection | 4.00% | SHI's Full Catalog of Other |
| | | 188) Power UPS | 4.00% | SHI's Full Catalog of Other |
| | | 189) Server Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 190) Service Charge | 4.00% | SHI's Full Catalog of Other |
| | | 191) System Components | 4.00% | SHI's Full Catalog of Other |
| | | 192) Training Courses | 4.00% | SHI's Full Catalog of Other |
| | | 193) Training Reference Manuals | 4.00% | SHI's Full Catalog of Other |
| | | 194) Warranties - Electronic | 4.00% | SHI's Full Catalog of Other |

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| | | 195) iPad / Tablet Stylus | 4.00% | SHI's Full Catalog of Other |
| | | 196) Mouse / Wrist Pads | 4.00% | SHI's Full Catalog of Other |
| | | 197) Security Locks and Hardware | 4.00% | SHI's Full Catalog of Other |
| | | 198) Tools | 4.00% | SHI's Full Catalog of Other |
| | | 199) Document Scanner Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 200) Flatbed Scanners | 4.00% | SHI's Full Catalog of Other |
| | | 201) Mobile Scanners | 4.00% | SHI's Full Catalog of Other |
| | | 202) Network Scanners | 4.00% | SHI's Full Catalog of Other |
| | | 203) Sheet fed Scanners | 4.00% | SHI's Full Catalog of Other |
| | | 204) Wide Format Scanners | 4.00% | SHI's Full Catalog of Other |
| | | 205) Workgroup / Department Scanner | 4.00% | SHI's Full Catalog of Other |
| | | 206) Build to Order Desktops | 4.00% | SHI's Full Catalog of Other |
| | | 207) Nettop | 4.00% | SHI's Full Catalog of Other |
| | | 208) Point of Sale | 4.00% | SHI's Full Catalog of Other |
| | | 209) Ultra Small Form Factor | 4.00% | SHI's Full Catalog of Other |
| | | 210) Apple / Mac Memory Upgrades | 4.00% | SHI's Full Catalog of Other |
| | | 211) Chips / SIMMs/SIPPs / ROMs | 4.00% | SHI's Full Catalog of Other |
| | | 212) Computer Cases | 4.00% | SHI's Full Catalog of Other |
| | | 213) CPUs / Fans | 4.00% | SHI's Full Catalog of Other |
| | | 214) Memory Accessories | 4.00% | SHI's Full Catalog of Other |

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| | | 215) Motherboards / Chassis | 4.00% | SHI's Full Catalog of Other |
| | | 216) 1 - 2 port Serial Boards | 4.00% | SHI's Full Catalog of Other |
| | | 217) 3+ port Serial Boards | 4.00% | SHI's Full Catalog of Other |
| | | 218) Console Server | 4.00% | SHI's Full Catalog of Other |
| | | 219) Device Server | 4.00% | SHI's Full Catalog of Other |
| | | 220) Terminal Server | 4.00% | SHI's Full Catalog of Other |
| | | 221) Content Management | 4.00% | SHI's Full Catalog of Other |
| | | 222) Firewall / VPN Appliances | 4.00% | SHI's Full Catalog of Other |
| | | 223) Multifunction Security Appliances | 4.00% | SHI's Full Catalog of Other |
| | | 224) Network Camera Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 225) Network Cameras | 4.00% | SHI's Full Catalog of Other |
| | | 226) Physical/Environmental Security | 4.00% | SHI's Full Catalog of Other |
| | | 227) Security Appliance Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 228) Security Tokens | 4.00% | SHI's Full Catalog of Other |
| | | 229) Unified Threat Management | 4.00% | SHI's Full Catalog of Other |
| | | 230) 2-way Radios / Walkie Talkies | 4.00% | SHI's Full Catalog of Other |
| | | 231) Apple Notebooks | 4.00% | SHI's Full Catalog of Other |
| | | 232) Convertible PCs / Slate PCs / iPad | 4.00% | SHI's Full Catalog of Other |
| | | 233) iPad | 4.00% | SHI's Full Catalog of Other |
| | | 234) Slate Tablet Computers | 4.00% | SHI's Full Catalog of Other |

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| | | 235) GPS / PDA | 4.00% | SHI's Full Catalog of Other |
| | | 236) Wireless Communication Devices | 4.00% | SHI's Full Catalog of Other |
| | | 237) Batteries | 4.00% | SHI's Full Catalog of Other |
| | | 238) Power Supplies / Adapters | 4.00% | SHI's Full Catalog of Other |
| | | 239) Rackmount Equipment | 4.00% | SHI's Full Catalog of Other |
| | | 240) Remote Power Management | 4.00% | SHI's Full Catalog of Other |
| | | 241) Surge Suppressors | 4.00% | SHI's Full Catalog of Other |
| | | 242) UPS / Battery Backup | 4.00% | SHI's Full Catalog of Other |
| | | 243) 14" & smaller LCD Display | 4.00% | SHI's Full Catalog of Other |
| | | 244) 15-19" LCD Display | 4.00% | SHI's Full Catalog of Other |
| | | 245) 15-19" Wide LCD Display | 4.00% | SHI's Full Catalog of Other |
| | | 246) 15-19" Wide LED Display | 4.00% | SHI's Full Catalog of Other |
| | | 247) 20-30" LCD Display | 4.00% | SHI's Full Catalog of Other |
| | | 248) 20-30" Wide LCD Display | 4.00% | SHI's Full Catalog of Other |
| | | 249) 20-30" Wide LED Display | 4.00% | SHI's Full Catalog of Other |
| | | 250) PCoIP and Zero Client Displays | 4.00% | SHI's Full Catalog of Other |
| | | 251) Arm Mounts | 4.00% | SHI's Full Catalog of Other |
| | | 252) Ceiling Mounts | 4.00% | SHI's Full Catalog of Other |
| | | 253) Combo Mounts | 4.00% | SHI's Full Catalog of Other |
| | | 254) Desktop Stands / Risers | 4.00% | SHI's Full Catalog of Other |

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| | | 255) Flat Wall Mounts | 4.00% | SHI's Full Catalog of Other |
| | | 256) Mount Accessories | 4.00% | SHI's Full Catalog of Other |
| | | 257) Pole Display | 4.00% | SHI's Full Catalog of Other |
| | | 258) Stands / Carts / Feet | 4.00% | SHI's Full Catalog of Other |
| | | 259) Tilt Wall Mounts | 4.00% | SHI's Full Catalog of Other |
| | | 260) C-Cure Products | 4.00% | SHI's Full Catalog of Other |
| | | 261) Istar Products | 4.00% | SHI's Full Catalog of Other |
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| 11) | Group 11 - Services | SERVICE | STANDARD HOURLY RATE | DISCOUNT FROM STANDARD RATE |
| | | Design and Analysis | \$ 125.00 | 4% |
| | | Configuration | \$ 165.00 | 4% |
| | | Implementation | \$ 185.00 | 4% |
| | | Installation | \$ 185.00 | 4% |
| | | Training | \$ 99.00 | 4% |
| | | Maintenance & Support | \$ 99.00 | 4% |
| | | All other Current and Future Products not specifically identified here will be offered at a 4% discount off SHI Advertised List price. Please see description below for more information on SHI's discount model for this contract. | | |

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets following sixty (60) days written notice.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or Product will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

- b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.
- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax,

unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
 12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
 - 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
 - 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
 13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
 14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
 15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of Services under this Agreement.
 16. **DEFAULT.**
 - a. A party will be in default if that party:

- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the Services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute Services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute Services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, indirect, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the Products and Services provided and received Contractor's properly prepared final invoice.
- Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement has not been terminated, and was still in effect with respect to such Order.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.
 - d. **IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED \$5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.**
25. **(RESERVED)**
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and

cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Products or Services or any Products or Services at all under this Agreement and acknowledges and agrees that the Products or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for Products or Services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) confidential information of contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third-party licensors during the performance of this Agreement.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the Products and Services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be

calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute Products or Services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of Services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide Services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide Services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile.

If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.



COUNCIL MINUTES

February 5, 2018

The City Council of the City of Mesa met in a Regular Council Meeting in the Council Chambers, 57 East 1st Street, on February 5, 2018 at 5:45 p.m.

COUNCIL PRESENT

John Giles
David Luna
Mark Freeman
Christopher Glover
Francisco Heredia
Kevin Thompson
Jeremy Whittaker

COUNCIL ABSENT

None

OFFICERS PRESENT

Christopher Brady
Dee Ann Mickelsen
Jim Smith

Mayor's Welcome.

Invocation by Pastor Ben Diaz with Palabra de Vida (Word of Life).

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

1. Take action on all consent agenda items.

All items listed with an asterisk (*) will be considered as a group by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember or citizen requests, in which event the item will be removed from the consent agenda and considered as a separate item. If a citizen wants an item removed from the consent agenda, a blue card must be completed and given to the City Clerk prior to the Council's vote on the consent agenda.

It was moved by Councilmember Thompson, seconded by Councilmember Glover, that the consent agenda items be approved.

Carried unanimously.

*2. Approval of minutes from previous meetings as written.

Minutes from the January 8, 11, and 22, 2018 Council meetings.

3. Take action on the following liquor license applications:

*3-a. It Ain't Chemo

This is a one-day event to be held on Saturday, February 10, 2018 from 9:00 A.M. to 9:00 P.M. at Riverview Park, 2100 West Rio Salado Parkway. **(District 1)**

*3-b. AMC Superstition East 12

A multi-screen cinema is requesting a new Series 6 Bar License for American Multi-Cinema Inc., 1935 South Signal Butte Road - Andrea Dahlman Lewkowitz, agent. There is no existing license at this location. **(District 6)**

*3-c. ATL Wings

A restaurant that serves lunch and dinner is requesting a new Series 12 Restaurant License for Stapley Wings LLC, 1455 South Stapley Drive, Suites 22-24 - Andrea Dahlman Lewkowitz, agent. The existing license held by Mark Killian, sole proprietor, will revert to the State. **(District 4)**

*3-d. Elgin Distillery

This is a one-day craft distillery festival to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

*3-e. Village of Elgin Winery

This is a one-day wine festival event to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

4. Take action on the following off-track betting license application:

*4-a. Turf Paradise, TP Racing LLLP

New Off-Track Betting License for Turf Paradise, TP Racing LLLP to telecast at Moose & Bear, located at 118 East McKellips Road, Suite 103, TB Concepts LLC. Applicant: Vincent Acri Francia. **(District 1)**

5. Take action on the following contracts:

*5-a. One-Year Renewal to the Term Contract for Executive Physicals for Citywide Departments as requested by the Human Resources Department. **(Citywide)**

This contract provides annual physicals for the City's executive staff as a means of maintaining optimum health. There are approximately 65-70 positions eligible to participate in this program.

The Human Resources Department and Purchasing recommend authorizing the renewal contract with Banner Occupational Health Clinics, at \$88,500, based on estimated usage.

- *5-b. One-Year Renewal to the Term Contract for Deceased Animal Collection Services for the Community Services Department. **(Citywide)**

This contract provides a vendor to collect and dispose of deceased animals up to 150 pounds that are reported within the City. The contractor is responsible for the proper disposal by cremation or other means in accordance with the standards and methods approved by the Maricopa County Health Department.

The Community Services Department and Purchasing recommend authorizing the renewal contract with APM/Couts Enterprises, Inc., dba Arizona Pet Mortuary, at \$54,000, based on estimated usage.

- *5-c. Purchase of One Replacement Fire Apparatus, an Air Light/Rehab Unit, for the Fire and Medical Department (Sole Source). **(Citywide)**

The apparatus being replaced has met established replacement criteria and will be sold by a sealed bid process or traded-in as part of the City's fire apparatus purchase agreement with Pierce Manufacturing. In addition, Fire and Medical will trade-in two units to further offset the price for the Air/Light Rehab unit.

The Fire and Medical Department and Purchasing recommend authorizing the purchase using the City's five-year purchase agreement with Pierce Manufacturing Inc., through their designated local dealer, Hughes Fire Equipment Inc., at \$502,264.75. This purchase is funded by the Capital-General Fund and authorized 2013 Public Safety Bonds.

- *5-d. Three-Year Term Contract for Landscape Maintenance Services for Parks, Retention Basins and Sports Fields - Zones 1, 2, 3 and 4 for the Parks, Recreation and Community Facilities Department (PRCF). **(Citywide)**

These contracts provide landscape maintenance services for sports fields, parkways, medians, parks, retention basins or grounds adjacent to City facilities. The City has divided the landscaping into geographic areas known as Zones 1, 2, 3 and 4. PRCF has done an analysis to bring the work under this contract in-house and, at this time, contracting continues to be in the best financial interest of the City.

The evaluation committee recommends awarding the contract to the highest-scored proposal from Mariposa Landscape Arizona, Inc.; Zone 1, at \$1,435,319.57 annually; Zone 2, at \$959,183.45 annually; Zone 3, at \$974,364.20 annually; and Zone 4, at \$1,221,738.22 annually; based on estimated usage.

- *5-e. Three-Year Term Contract for Plumbing Services for the Parks, Recreation and Community Facilities Department. **(Citywide)**

This contract will establish a list of pre-qualified plumbing contractors to perform plumbing services on various City facilities/projects on an as-needed basis.

The evaluation committee recommends awarding the contract to the four, highest-scored proposals from Mesa Energy Systems Inc.; RKS Plumbing and Mechanical Inc.; Sun Mechanical Inc.; and W.D. Manor Mechanical Contractors, Inc.; cumulatively not to exceed \$100,000 annually, based on estimated usage.

- *5-f. Purchase of Furniture for the Main Library as requested by the Library Services Department. **(Citywide)**

This purchase will provide seating and tables for two new rooms at the Main Library, Teen Room and ThinkSpot. The Library worked with several vendors utilizing cooperative contracts specifying their needs and goals with this project.

The Library Services Department and Purchasing recommend authorizing the purchase using the Northern Arizona University cooperative contract with Atmosphere Commercial Interiors, at \$50,876.25.

- *5-g. **Five-Year Term Contract with CDW Government, LLC and SHI International Corp. for Information Technology Solutions and Services for Various Departments throughout the City. (Citywide)**

This contract will provide the City and participating agencies a full range of information technology solution products and services to meet varying requirements of governmental agencies. The scope of products and services available under these contracts include standard business and high-end workstations; laptop and notebook computers; network equipment; computer and network products and peripherals; monitors; various cloud, consulting, and technical support services; financing; various software products; and the contractors' comprehensive product offering.

Mesa, as the lead agency, has partnered with the National Intergovernmental Purchasing Alliance Company (National IPA) to lead this contract. The contract will be available to over 45,000 public agencies nationally. While no minimum volume is guaranteed to the suppliers, the estimated annual volume of IT Solutions purchased under this master agreement is approximately \$500 million per year. The City will receive rebates annually for administering and awarding this contract.

A committee representing the Police, and Information Technology Departments, City Manager's Office, Police-Information Technology, National IPA and Purchasing evaluated responses. The evaluation committee recommends awarding the contract to the highest-scored proposals from CDW Government, LLC and SHI International Corp., at \$3,100,000 annually, based on estimated usage.

- *5-h. One-Year Term Contract for Electrical and Lighting Supplies for the Materials and Supply Warehouse (for Citywide Departments). **(Citywide)**

Multiple departments use this Citywide contract for their miscellaneous electrical equipment and supplies.

The Business Services Department and Purchasing recommend authorizing the purchase using the State of Arizona cooperative contract with Border States Industries, Inc., at \$100,000, based on estimated usage.

- *5-i. Re-Award the Three-Year Term Contract for Microfilm Conversion Services for the Police Department. **(Citywide)**

This contract will provide services to convert Police Department data from microfilm to digital media. Police, Records Division use microfilm that is becoming worn and damaged. The previous vendor is unable to satisfactorily fulfill the contract requirements.

The Police Department and Purchasing recommend re-awarding the contract to the second highest scored proposal, ICM Conversions, at \$400,000 annually, based on estimated usage.

- *5-j. Purchase of Falcon District Brand Signage as requested by the Economic Development Department. **(Citywide)**

Continuing to build awareness and to promote the Falcon Field Economic Activity Area, this purchase for the Falcon District signage includes the installation of two branded monument signs to be located on Greenfield and Higley Roads, south of the 202. Additionally, the City will install utility and transit signal box wraps and will mount branded banners promoting aerospace, technology, and manufacturing on light poles around the airport.

The Economic Development Department and Purchasing recommend authorizing the purchase using the City of Peoria cooperative contract with YESCO Phoenix, at \$146,670.49. This purchase is funded by Local Streets Sales Tax.

- *5-k. Purchase of Three Replacement Rollback Trailers for the Transportation Department. **(Citywide)**

These trailers will replace three aging equipment trailers that are at the end of their service life. The trailers will meet the needs and safety requirements for transporting the large equipment required to perform street and right-of-way maintenance.

The Transportation Department and Purchasing recommend authorizing the purchase using the National Joint Powers Alliance contract with Empire Southwest (a Mesa business), at \$176,764.77. This purchase is funded by Local Streets Sales Tax.

- *5-l. One-Year Renewal to the Term Contract for Radio-Based Endpoint Encoders (for Water Meter Reading) for the Water Resources Department. **(Citywide)**

This contract provides Itron radio-based endpoint encoders and accessories purchased directly from Itron, Inc., the manufacturer. The endpoint stores 40 days of hourly reads to ensure data integrity and offers advanced customer side leak detection and reverse flow and tamper alarms. Water Utility installs approximately 540 radio-based endpoint encoders on new and existing meters annually.

The Water Resources Department and Purchasing recommend authorizing the renewal with Itron, Inc., at \$100,000, based on estimated usage.

- *5-m. Purchase of Water Treatment Plant Shop Tools and Equipment for the New Signal Butte Water Treatment Plant as requested by the Water Resources Department. **(Citywide)**

This purchase is for tools and equipment needed for the start-up and maintenance in the various shops at the new Signal Butte Water Treatment Plant.

The Water Resources Department and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidders: Copper State Bolt & Nut Co. (a Mesa business); Glendale Industrial Supply, LLC, dba UNICOA Construction and Industrial Supply; Mallory Safety & Supply LLC; and W.W. Grainger, Inc.; cumulatively not to exceed \$153,000, based on estimated usage.

- *5-n. One-Year Renewal to the Term Contract for Fire Hydrant Water Meters for the Water Resources Department. **(Citywide)**

This contract provides 3” fire hydrant water meters to accurately measure construction water use of fire hydrants. The meters are installed by Water Utility staff to serve contractors and other customers needing to connect to City fire hydrants for temporary construction water service and dust control purposes.

The Water Resources Department and Purchasing recommend authorizing the renewal with Badger Meter Inc., dba National Meter Automation, at \$35,000, based on estimated usage.

- *5-o. Greenfield Water Reclamation Plant (GWRP), Phase III Expansion Guaranteed Maximum Price (GMP) No. 2. **(Citywide)**

The City of Mesa, Town of Gilbert, and Town of Queen Creek seek to provide an additional 14 million gallons per day annual average day flow of liquids and solids treatment capacity at the existing GWRP, complete with the required infrastructure, technology, and environmental features to ensure a reliable, efficient, and expanded plant to meet the current and future demands.

Staff recommends awarding the contract for the completion of this project to McCarthy Building Companies in the amount of \$120,302,333 and authorize a change order allowance \$6,015,117 (5%) for a total project amount of \$126,317,450. This project is funded by the Greenfield Water Reclamation Plant Joint Venture Fund, with contributions coming from its members based on usage. Mesa’s portion of this GMP is \$72,229,521 and is funded by 2014 authorized Wastewater Bonds.

- *5-p. Sewer Pipe and Manhole Rehabilitation: Mesa Drive, Millet Avenue, Horne, and 6th Avenue. **(District 4)**

The existing sanitary sewer lines covered by this project were built during the 1950’s and 1960’s. The age of these pipes greatly increases their risk of failure and emergency repairs. This method of construction can be completed while leaving the pipe in place and without excavation. Similarly, the sewer manholes will be cleaned, repaired, and coated in place. Only the concrete adjustment rings will be removed and replaced.

Staff recommends awarding the contract for this project to the lowest, responsible bidder, B and F Contracting, Inc, in the amount of \$1,394,294.67, and authorize a change order allowance in the amount of \$139,430 (10%), for a total amount of \$1,533,724.67. Funding for this project is available from the 2014 Wastewater Bond Program.

- *5-q. Sidewalks at Railroad Crossing on Alma School. **(Districts 3 and 4)**

To continue to meet current railroad approach and clearance standards at the Alma School Road railroad crossing, additional safety improvements will need to be made. The project improvements for roadway and sidewalk approach at this location will facilitate greater public safety and needed clearances from railroad signals along with a smoother roadway crossing of the Union Pacific Railroad track. Mesa will participate in the federally-funded Railway-Highway Grade Crossing Program, and will be responsible

for adjusting the existing concrete sidewalks around the proposed cantilevers and gates, and installing concrete medians.

This project was previously awarded by Council on July 10, 2017, however, the previously selected contractor could not comply with the federal requirements and the project was released for bid a second time.

Staff recommends awarding the contract to the lowest, responsible bidder, AJP Electric, in the amount of \$149,494, plus an additional \$14,949 (10%) as a change order allowance, for a total amount of \$164,443. Funding is available from the Local Streets Sales Tax, of which 94.3% will be reimbursed by Arizona Department of Transportation (Federal) Grant under the Railway-Highway Grade Crossing.

6. Take action on the following resolutions:

- *6-a. Approving and authorizing the City Manager to submit the Second Substantial Amendment to the Fiscal Year 2017/2018 Annual Action Plan to the U.S. Department of Housing and Urban Development related to the allocation of funding obtained under the Community Development Block Grant (CDBG) program. This Amendment will allow for reallocation of \$600,000 in CDBG funds from the Senior Center Renovation Project (247 North Macdonald) to the Eagles Park Project (828 East Broadway Road). **(District 4)** – Resolution No. 11088.
- *6-b. Approving and authorizing the City Manager to enter into a Grant Agreement with the Arizona Department of Public Safety to accept \$1,335,284 in Victims of Crime Act (VOCA) grant funds. The finding will be used for salaries and expenses for the Mesa Prosecutors Office, Victim Services Unit for a three-year period. **(Citywide)** – Resolution No. 11089.
- *6-c. Approving and authorizing the City Manager to enter into a Lease Agreement with New Cingular Wireless PCS for a cellular site on a portion of 5950 East Virginia Street, also known as Mesa Fire Station 214. **(District 5)** – Resolution No. 11090.
- *6-d. Approving and authorizing the City Manager to enter into a Development Agreement for City-Share Reimbursement with PPGN-Ray, LLLP, for the reimbursement of \$100,568 for regional street and street lighting improvements that are being required by the City in conjunction with a proposed residential development known as Crismon Road at PPGN, located at 5461 South Ellsworth Road. **(District 6)** – Resolution No. 11091.
- *6-e. Approving and authorizing the City Manager to enter into an Intergovernmental Agreement with the Maricopa County, Department of Transportation for the pavement rehabilitation of Adobe Road from Higley Road to Recker Road. The City will contribute an estimated \$54,417 for the portion of the project that is within City boundaries that will be funded from the 2013 Streets Bond Program. **(District 5)** – Resolution No. 11092.
- *6-f. Approving and authorizing the City Manager to enter into First Amendments to the Development Agreement, Ground and Air Lease, and License Agreement with 3W Management, LLC, to facilitate the development of, and job creation and retention at, the City-owned property generally located at the southwest corner of Main Street and South Pomeroy and 34 South Pomeroy, which is the development commonly known as The GRID. **(District 4)** – Resolution No. 11093.

7. Introduction of the following ordinance and setting February 26, 2018 as the date of the public hearing on this ordinance:

- *7-a. **ZON17-00323 (District 5)** The 8800 to 8900 blocks of East Main Street (south side). Located west of Red Mountain Freeway on the south side of Main Street (16.4± acres). Rezoning from RS-43 and GC to GC-PAD; and Site Plan Review. This request will allow for the development of an RV dealership and storage facility. Jeff Welker, Welker Development Resources, applicant; Roger D. Overson, owner.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 6-0)

8. Discuss, receive public comment, and take action on the following ordinances:

- *8-a. **ZON17-00309 (District 2)** The 5200 block of East Inverness Avenue (south side). Located east of Higley Road south of the US60 Freeway (1.9 ± acres). Rezoning from RM-3-PAD to LC; and Site Plan Review. This request will allow for the development of a commercial building. John Schoenauer, HD Management, applicant; Sevilla, LLC, owner. – Ordinance No. 5419.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

- *8-b. **ZON17-00283 (District 6)** The 7100 to 7300 blocks of East Ray Road (north side). Located east of Power Road on the north side of Ray Road (56.0± acres). Rezone from LI-AF to LI-AF-PAD. This request will allow for the development of an industrial subdivision. Omar Cervantes, XCL Engineering, LLC, applicant; Phx-Mesa Gateway Airport 193, LLC, owner. – Ordinance No. 5420.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

- *8-c. **ZON17-00432 (District 3)** The 800 and 900 blocks of West Southern Avenue (south side), the 1200 and 1300 blocks of South Extension Road (west side), and the 800 and 900 blocks of West Grove Avenue (north side). Located at the southwest corner of Southern Avenue and Extension Road (19.3 ± acres). PAD Amendment; Site Plan Modification. This request will allow the development of a new multiple-residence building in an existing multiple-residence complex. Reese Anderson, Pew and Lake, PLC, applicant; Edward B. Frankel, Trustee of the Frankel Family Trust, owner. – Ordinance No. 5421.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

9. Take action on the following subdivision plat:

- *9-a. "Allred Ranch" **(District 2)** The 2900 to 3100 blocks of East Southern Avenue (north side), and the 900 to 1200 blocks of South Los Alamos (west side). Located east of

Lindsay Road on the north side of Southern Avenue. 108 RSL-4.5 PAD lots (25± acres).
KB Home Phoenix, Inc., developer; Dan Auxier, EPS Group, engineer.

Items not on the Consent Agenda

10. Items from citizens present.

There were no items from citizens present.

11. Adjournment.

Without objection, the Regular Council Meeting adjourned at 5:57 p.m.





JOHN GILES, MAYOR

ATTEST:



DEE ANN MICKELSEN, CITY CLERK

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of the City Council of Mesa, Arizona, held on the 5th day of February, 2018. I further certify that the meeting was duly called and held and that a quorum was present.



DEE ANN MICKELSEN, CITY CLERK

js

National Cooperative Contract

National Intergovernmental Purchasing
Alliance Company

Information Technology Solutions





October 23, 2017

National IPA
City of Mesa
702 Capitol Avenue, Room 095
Frankfort KY 40601

Dear Ms. Williams:

Thank you for providing SHI the opportunity to participate in the City of Mesa's Request for Proposal for Information Technology Solutions and Services.

Before you read our response, please know that the soul of our company is supported by thousands of empowered employees who work together to determine the best course of action for our customers. We are a privately-owned company, and as such, our customers are our most valued shareholders. We are honored to have the opportunity to work with the City of Mesa. We have been pleased to work with the City for your software needs and other IT purchases over the last 6 years, and we will work diligently to ensure that this long-term relationship continues to provide value for you.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. *Other vendors may* use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When *a vendor* manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

In response to your bid requirements, we have provided our cost response under separate cover. If you have any questions regarding our response, please feel free to contact me or any of your SHI Team Members, introduced in our Letter of Transmittal.

Thank you again.

Sincerely,

Meghan Flisakowski
Public Program Manager



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TAB 1 - LETTER OF TRANSMITTAL.

A brief letter of transmittal should be submitted that includes the following information:

- 1. The Respondent's understanding of the work to be performed.*
- 2. A positive commitment to perform the service within the time period specified.*
- 3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this Solicitation.*

SHI Response:

SHI thanks you for the opportunity to participate in The City of Mesa's/National IPA's solicitation for Information Technology Solutions and Services. We are confident that our deep commitment to those we serve will prove a strong foundation on which the City of Mesa, National IPA, and SHI can build. We clearly understand the scope of work to be performed and, in the following pages, have provided a complete solution to your specific request, including:

- A detailed account of SHI's national presence and our strategy for educating our national sales force about the contract;
- A clear explanation of how products and services will be distributed to various locations throughout the City and marketed nationwide;
- An articulated plan describing how volume will be tracked and reported to National IPA;
- Detailed descriptions of product lines and services for City of Mesa and provided by SHI.

SHI's Commitment to City of Mesa

We are positively committed to perform successfully the services requested for an initial five year term from January 1, 2018 to December 31, 2022. SHI is proud to be ranked 9th on CRN's Solution Provider 500 list of North American IT solution providers – a ranking that stems in part from our long-standing, excellent relationships with our customers and partners. Founded in 1989, SHI has cultivated an expert team that works collaboratively to ensure programs and projects are delivered on time, on budget, and far above expectations. With over 3,500 employees worldwide, including an organization dedicated specifically to the needs of the public sector, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States. Our individual team members, dedicated to working for City of Mesa and National IPA, are what make SHI an exceptional choice for your Information and Technology Solutions and Services; your account team, which will stay loyally engaged with the City of Mesa and National IPA, is detailed below.

SHI's Team Approach

Putting our people in place to support the City of Mesa and National IPA is where we start. We believe that our team members must be empowered and have autonomy to respond to your requests. Additionally, we have ensured that your SHI support team has the training and resources they need to provide you with immediate, accurate, up-to-date information and the authority to take action for you whenever you need.

SHI has experienced tremendous growth in size and scope in response to our customers' expanding needs. Our organic growth, in conjunction with over two decades of stability, is successful because we

support a highly-skilled and tenured sales force with software-volume licensing experts, hardware procurement specialists, and certified IT services professionals.

As SHI has grown, we have retained the flexibility we are known for, in order to remain agile for our customers. For instance, we have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

The City of Mesa will have the support of the entire SHI team:

Denise Verdicchio: Senior Director of Public Sector Sales. Denise has been an essential team member with SHI since 1995. As Senior Director of Public Sector Sales, Denise provides in-person client support and directly supports her team in the public sector; she has executive authority to approve terms and resolve issues and responds to inquiries within 8 business hours.



Alison Turner: Regional Director, Public Sector West. Alison coordinates the efforts of the Account Team in direct support of the City of Mesa and is the point of contact for any issues that arise and need escalation. With over 20 years in the industry, and with experience working in Education and Government during that time, Alison has the expertise and customer focus necessary to implement an exceptional Information and Technology Solutions and Services contract for the city. Alison will respond to inquiries within 8 business hours.



Amelia Jakubczyk: Account Executive. Amelia develops relationships with representatives throughout City of Mesa in support of all the city's IT needs. Amelia will conduct face-to-face meetings to understand the city's needs; will establish a customized service and support plan; and will construct a pricing strategy critical to the city's development. Amelia will respond to inquiries for resolution within 4 business hours; she has worked in this area and specifically with the City of Mesa for over 5 years and is excited to work with the city on this new endeavor!



Scott Garret: Contract Manager. Scott works closely with Amelia and the sales teams to ensure the sales teams are fully educated on the guidelines of the City of Mesa and IPA contract, including the reporting requirements. Scott will also work with the City and IPA to ensure we are providing necessary reports, accurately capturing the requested information, and to assist with any other contract-related requirements.



Inside Account Managers (IAM)—In partnership with the Account Executives in the field, our IAMs maintain direct relationships with you and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expedites are an integral part of their daily activities. IAMs execute the plan established by the Account Executives for City of Mesa. We will evaluate the team regularly and add members as needed to ensure exceptional customer service. The City of Mesa's dedicated Inside Account Manager Team consists of the following members:

Corrin Bennett (Inside Team Manager)

Phone: 732-652-0335

Fax: 732-564-8332



Rob DiGiovanni

Phone: 732-652-7408

Fax: 732-537-7287

EJ Williams

Phone: 732-652-6596

Fax: 732-537-7287

Jason Mitchell

Phone: 732-652-4710

Fax: 732-537-7287

Team Alias: teamarizona@shi.com

Detailed information on our national presence and how we will support National IPA members across the country are included in our response.

SHI has had the pleasure of serving the City's software and product needs since 2011. Our relationship with the City began with the award of the previous WSCA SVAR Contract and has continued since using other cooperative contracts. SHI's value to the City comes from our extensive expertise in understanding complex licensing, determining the best products for the City's needs, customer service and overall ease of use. To date the City has spent \$6.6m with SHI, mostly in software and other miscellaneous products.

Thank you again for the opportunity to show you why SHI is the best partner for City of Mesa and National IPA; we are eager to present our proposal to you, and we are confident that both the quality of our services outlined in our response and the deep level of our commitment to City of Mesa and National IPA will make us a convincing partner for your Information Technology Solutions and Services needs. We look forward to continuing to build upon our strong and successful relationship with the City of Mesa.

TAB 2 - PROGRAM DESCRIPTION AND METHOD OF APPROACH.

Clearly define the services/materials offered and Respondent's method of approach to including, but not limited, to the following criteria:

1. *Provide a response to the national program.*
 - a. *Include a detailed response to Attachment D, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.*
 - b. *The successful offeror will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.*

SHI Response:

Immediately following is the response to Attachment D, Exhibit A and Attachment D, Exhibit B. SHI acknowledges the requirement to sign Attachment D if awarded the contract. We have provided our clarifications to terms and look forward to the opportunity to review and negotiate a mutually agreeable contract.

ATTACHMENT D - SUPPLIER QUALIFICATIONS

COMPANY

- A. *Brief history and description of your company.*
- B. *Total number and location of sales persons employed by your company.*
- C. *Number and location of support centers (if applicable).*
- D. *Annual sales for the three previous fiscal years.*
- E. *Submit your FEIN and Dunn & Bradstreet report.*

SHI Response:

Founded in 1989, SHI International Corp. is a global provider of technology products and services. Over the past 28 years, SHI has evolved from a \$1 million "software-only" regional reseller into a global, full lifecycle provider of technology, services, and solutions. SHI is ranked 9th among CRN's Solution Provider 500 list of North American IT solution providers. With over 3,500 employees worldwide, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States.

SHI International Corp. is headquartered in Somerset, New Jersey and has 30+ offices worldwide. As a privately held company, we have remained under the same ownership since 1989, and most Vice Presidents and Managers have been dedicated to SHI for more than 15 years.

SHI has been focusing on the specific needs of our Public Sector customers for over 20 years. Our first state-wide contract was awarded in 1994; since then we have continued to build and focus on the specific needs of public sector customers.

Today our Public Sector business unit consists of over 300 team members who are dedicated specifically to public entities across the country, allowing SHI to build connections and partnerships with each entity and to dive deeply into the infrastructure, procurement, and regulation obstacles that they face. For 2016 SHI reported earnings of \$7.5B, which demonstrates 15% growth over 2015. We are projecting earnings of \$8.2B for 2017 continuing to show substantial YoY growth. SHI has a financially strong and stable business model that has proven itself over time. Providing a compelling value to our entire customer base, SHI is able to offer the most advantageous pricing models of our top 4 competitors, while simultaneously maintaining our profitability with the lowest overhead cost structure in the industry.

Our breadth and depth of experience on Public Sector contracts of similar size and scope position us well for success as a partner with National IPA and the City of Mesa. Specifically for this contract, we are prepared to:

- Provide value by delivering an extensive catalog of items in each category accurately and efficiently;
- Offer consistent, aggressive pricing and world-class support to public entities regardless of size;
- Collaborate with National IPA to market this contract to public entities across the country.

With 28 years of experience supporting contracts that are similar in nature, complexity, responsibility, and scope to National IPA's request, we are ready to deliver on all of these requirements and more. SHI is able to provide our customers with full IT solutions, from commodity software and hardware to full end-to-end datacenter solutions. SHI offers a wealth of products, services, and resources which are all specifically in line with the requirements of this contract. This is, at our core, what we do – and the reason we will excel in the fulfillment of this contract more than other organizations who might have diverted focus. National IPA and City of Mesa users will benefit from SHI's laser focus on being the best at delivering the products and services they need, while continuing to keep our costs aggressive. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country. We work constantly to understand your business and personnel and to stay current with your unique, evolving challenges.

Company Structure and Organization

SHI has experienced tremendous growth in size and scope due to our customers' expanding needs. Our organic growth and over two decades of stability are a direct result of backing a highly-skilled and tenured sales force with software volume licensing experts, hardware procurement specialists and certified IT services professionals.

In terms of organization, we have retained a small business feel in order to remain agile for our customers. We have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

To ensure that we are meeting the needs of all Public entities, we have split our Public Sector business unit into three divisions:

- Public Sector Field
- SM Sled
- Federal

Public Sector Field

The Public Sector field organization supports State Government, Local Government, K-12, Higher Ed, and Public Healthcare entities across the country. Our sales teams are regionally aligned in order to provide local focus; subsequently, our Account Executives are able to live where they work. Each region is managed by a regional director who lives in that region.

Customers are supported by an Account Executive and a dedicated Inside Sales Team. Field territories are structured vertically and by geography. We have over 120 Account Executives (AEs) who live and work in their territories. Their emphasis is to be face-to-face with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

Each Account Executive is supported by a team of Inside Account Managers (IAMs). This group, totaling over 150 professionals, is located in our global headquarters in Somerset, NJ. This team is also aligned to match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there. They are responsible for the day-to-day customer service questions such as order placement, order tracking, quotations, return authorizations, and product information.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are accountable and responsible for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive level support and to meet with customers as needed.

SHI believes in regular and transparent communication with our customers. SHI Account Executives meet with the participating entities and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history, as well as the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives. If awarded, SHI will provide this level of service for all entities that use this contract to procure IT products, regardless of size.

Public Sector Regional Management Team



WEST
 Regional Director: Alison Turner
 425-974-5997
 Alison_Turner@shii.com
 Inside Sales Managers:
 Northwest: Corrin Bennett
 732-652-0335
 Corrin_Bennett@shii.com
 California: Scott Kent
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 Inside Sales Manager: Tyshon Crawley
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 Darron_Gross@shii.com
 Inside Sales Managers:
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 Kerri_Fitzmorris@shii.com
 Southcentral/West: Bobby Petrucelli
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 Robert_Petrucelli@shii.com
 Texas Education: Pat Jaron
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 Pat_Jaron@shii.com

Senior Director of Public Sector Sales
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 Denise_Verdicchio@shii.com
Director of Inside Sales - Public Sector
 Yara Ismail
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 Yara_Ismail@shii.com

NORTHEAST
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 Barbara_West@shii.com
 Inside Sales Managers:
 Northeast: Mike McCaffery
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 Michael_McCaffery@shii.com
 Northeast/Southeast/East/
 Central/Federal: Terrance Bridgers
 732-652-6598
 Terrance_Bridgers@shii.com

EAST
 Regional Director: Rich Pugh
 917-854-5282
 Rich_Pugh@shii.com
 Inside Sales Managers:
 NJ/NY: John Cella
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SM Sled

The Small/Medium Sled division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of customer's size. In this case, we have defined small as a K-12 district with 7500 Students or less, a higher-ed institution with 1500 students or less, or a city/town with 50,000 population count or less. These customers often are overlooked by large resellers yet have the same need to stay current with technology as their larger counterparts. SM Sled is based out of our global headquarters in Somerset, NJ and consists of a team of 170 Inside Account Executives (IAEs) who support their customers' needs from start to finish. They are organized into the same six regions as the field team and both a manager and a team lead support each region.



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SM SLED, Local Government



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Kevin Gordon
Kwame Eshun
Mat Schenck
Samantha Rebimbas
Tom Monks



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SM SLED, Education



NORTHEAST

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Higher Education
Meredith Chupka

K-12

Dave Alfaro
John Batista
Kayla Williams
Maya Oliver

Mike Mieszuk
Monique Chedid
Parker Jensen
Pete Gerbehy
Stephanie Umbach
Zack Fingerhut

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Michael Gabriel

K-12

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Billy Howarth
Brandon Malebranche

Chris Asare
David Morrison
Devone Bennett
Eric Discepolo

Fernando Correia
Francesca Lima
Gregg Cambareri

Grieg Tan
Irene Cook
Joe Burst

Jonathan Koffler
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Brittanni Kennedy
Chris Costello
Chris Imperiale
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Ian Robinson
Jean Mombrun

Jenn Rojek
Jim King
John Allen
John Firestone
Katie Abeltin
Matthew Liss
Michael Williamson
Omar Salim
Shanique Wilson
Sonja Urmston
Stefanie Weg
Stephanie Hawley
Symeja Seji
Victoria Pelosi



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Bradley Straight
Carmen Sotomayor
Chris Bielak
Cody Dembiec
Cody Pace

Dan Nemeth
Dave Panella
Dean Caravito
Erin Manning
Gab Smith
Josh Katz
Kevin Gordon
Mike Mieszuk
Mike Zmachinski
Natalie Nicosia
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Alfred Sarpel
Bryan Thompson

Christopher Heroux
Dave Biancamano
Desiree Kersulic
Gary Wilson
Greg Spoletti
James Geary
Joelle Soto
Kaleigh Maffei
Lauren Rallis
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Higher Education

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Rashi ShahDillard

K-12

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Andrew Lawler
Ashley Marfo
Christina Santos
Collin Gumbiner
Gareth Bevan
Jesse Meyer
John Firestone

Justin Chisari
Michael Rutledge
Nick Corvino
Nick Loughlin
Ross Gerhart
Roy Colicchio
Sam Martin
Stephanie Lane
Tyler Freidell
Will Fleming

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Sales Support Organizations

SHI has the largest team of Software and Licensing Specialists in the industry who are prepared to support our customers and our sales teams in whatever manner possible. SHI has the expertise in managing the varied features of the Publisher Licensing Programs; our award-winning team of Software and Licensing Specialists is available to assist you with selecting your licensing programs, executing the agreements, and supporting the agreement lifecycle.

Today SHI has dedicated teams that support 38 Strategic Software Partners and over 70 Emerging Technology Partners.

Over the past decade, IT has changed. Although there is still a need for commodity products, attention has turned more and more to building solutions that will solve customers' needs. In response to this, and working within our customer-centered foundation, we developed our Enterprise Solutions Group to include solution based support. This team has over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to help address our customers' needs, acquire the right technology, and adopt that technology into their environment to achieve the desired outcomes. This team can bring together resources to talk across an entire solution whether that be end user, datacenter, or security. These teams are vendor-neutral and use their breadth of experience to help tailor conversations that will be optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with activities like strategic planning, assessments, white



boarding, proof of concepts, and obtaining demo units. Initiating conversations at this point in the conversation leads to a more optimized project and cost savings.



Annual Sales

| | 2014 | 2015 | 2016 | 2017 YTD |
|---|----------------------|----------------------|----------------------|----------------------|
| K-12 (public & private), Educational Service Agencies | 160,000,000 | 200,000,000 | 232,000,000 | 203,000,000 |
| Higher Education Institutions | 190,000,000 | 245,000,000 | 249,000,000 | 222,000,000 |
| Counties, Cities, Townships, Villages | 345,000,000 | 400,000,000 | 465,000,000 | 354,000,000 |
| States | 530,000,000 | 600,000,000 | 674,000,000 | 530,000,000 |
| Private Sector | 4,640,000,000 | 5,211,000,000 | 5,821,000,000 | 4,680,000,000 |
| Total | 5,865,000,000 | 6,656,000,000 | 7,441,000,000 | 5,989,000,000 |

FEIN and D&B

SHI FEIN: 22-3009648

D&B Number: 61-142-9481 – SHI has included a copy of our D&B report as an Attachment to this response.

DISTRIBUTION, LOGISTICS

- A. *Describe how your company proposes to distribute the products/service nationwide.*
- B. *Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.*
- C. *Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.*
- D. *State any return and restocking policy and fees, if applicable, associated with returns.*
- E. *Describe the full line of products and services offered by your company.*

SHI Response:

SHI is proud of our tremendous network of distributors and partners. We maintain relationships with our large IT Distributors (Ingram Micro, Tech Data, and Synnex), as well as smaller, local distributors, and the manufacturers directly. With each transaction, we source from the supplier with inventory in the closest proximity to the customer and drop ship directly to their door. Most products are delivered within 3-5 business days via UPS Ground.

Our extensive network allows reduced time to market for National IPA members and prospective members. In addition, we have our own integration center located in New Jersey that can provide warehousing and complete configuration capabilities when such a solution best meets your needs. Of course, we always take the opportunity to find cost savings for our customers – and National IPA is no different. In addition to leveraging our partner relationships for savings at the vision and design phases of an IT project, when quoting and sourcing product, our sales teams also request information from all of our distributors' stock to obtain the best price for the National IPA member. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to ensure that no savings opportunities have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even multiple customers to realize a lower overall cost.

While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across the United States. This model reduces the overhead costs of maintaining our own additional warehouses. Our distribution model is important to SHI's own internal cost structure and allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located in:

- Atlanta, GA
- Chicago, IL
- Dallas, TX
- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Swedesboro, NJ
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA

SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing. All products will be offered to National IPA members at or below bid pricing for the life of the contract.

SHI's return policy is customer-centered – we will accept any request to return any unopened box up to 30 days after receipt, unless the manufacturer specifically has a no returns policy, in which case we note this to the customer. In order to request a return, a customer first contacts the customer's dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the customer/SHI.com website. Your Inside Account Manager then generates a return authorization (RMA) number and provides that to you with a shipping label or account number. Finally, the IPA customer writes the RMA number on their return box, ships it to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly.

Once SHI receives the return, we will credit the customer's invoice. If you request a replacement order, we work with you to expedite a replacement even before we receive the return.

Occasionally, Software Publishers may require a customer to fill out a letter of destruction. In these cases, SHI provides the form to the customer, who signs and returns the form. To help simplify and expedite the process, SHI takes care of the rest – processing the letter of destruction with the Software Publisher.

Rarely, a customer might receive an incorrect or damaged product; if this occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened.

At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!

SHI has a diversified product line that includes a broad range of computer products and services. Leading manufacturers have established SHI as an authorized partner. If awarded, National IPA contract users will benefit from having access to one of the most extensive IT product catalogs in the industry. The following lists contain a snapshot of some of the manufacturers whose products SHI is authorized to sell. If, by chance, we are not authorized for a specific product line that is of interest to a member, we will work with the manufacturer to become authorized. Upon award, we will work with National IPA to create a catalog inclusive of all products/partners that you would like to include.

Hardware and Software Partners



Mobility



Emerging Partners



Security



Accessories



Display Solutions



Sourcing Non-Standard Products

SHI is committed to sourcing any product that our customers consider standard. In fact, one of our greatest strengths as a reseller has been our ability and willingness to source and purchase any product on our customers' behalf. This process is fast and efficient. SHI allows our Inside Account Managers to source products themselves, and to add them to SHI's product catalog without the assistance of another department. This means that a customer can request a product that does not currently exist in SHI's catalog, and that your Inside Account Manager will provide pricing and enter the customer's order within hours, rather than days.

MARKETING AND SALES

- A. *Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:*
- i. *Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
 - ii. *Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days*

SHI Response:

SHI realizes the value of partnering with a widely respected organization like National IPA. Upon award this partnership would be immediately announced to the entire company, starting with our President and CEO, Thai Lee. This would be done via email to Thai along with the rest of the SHI Leadership, both sales and internal support. In addition, we would post an article on SHI's internal sharepoint site and announce on our upcoming all hands call.

SHI has retained a small business feel despite our growth. Denise Verdicchio, Sr. Director of Public Sector has worked for SHI for 22 years. She is personally working on this response and will continue to not only sponsor this partnership but will also be an active participant in creating and supporting all marketing plans. She, along with the rest of the Public Sector leadership, is fully committed to the success of this contract. National IPA and its members will benefit from this personal touch and commitment to success.

Ongoing training of our sales force on this contract will be critical to our success. Within the first week of award, SHI plans to have a call including all of our Public Sector Senior Leadership and Public Sector Marketing team as well as the appropriate sales, marketing, and contract personell for National IPA to create a specific design to enable our entire sales team. Discussion points will include:

- Train and enable all SHI Public Sector Field Account Executives and leadership
- Train and enable SHI's SM Sled Inside Account Executives and leadership
- Announce contract strategies such as social media, targeted email blasts, and press releases
- Facilitate current member market strategy
- Facilitate perspective member market strategy
- Create ongoing marketing plans.

We respectfully suggest having weekly touch point calls with Denise and the Public Sector marketing team until the contract is officially launched. Continuing monthly review calls over the life of the contract will allow us to stay focused, to analyze results for plans and strategies currently in place, to discuss new campaign and marketing ideas, and to review the overall success of the contract.

Since our Account Exectives live all over the country, we find the most efficient way to conduct traning and enablement is with regional webcasts. There are on average 20 Account Executives per region so this will allow each call to have a more collaborative feel and allow for in-depth questions and answers.

We would love to have National IPA conduct live training sessions at our global headquarters in Somerset, NJ for our SM Sled organization as well as any local Account Executives. In addition, we would welcome the opportunity to present SHI's overall capabilities to the National IPA team.

SHI would expect this initial training to take place within the first 60 days of contract award. From there, we can work closely with National IPA to create an ongoing training plan, including quarterly touchpoints with the Regional Teams. We would like to include the National IPA team on future in-person meetings to facilitate better relationships between our sales organizations.

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- iii. Creation and distribution of a co-branded press release to trade publications*
- iv. Announcement, contract details and contact information published on the Supplier company website within first 90 days*
- v. Design, publication and distribution of co-branded marketing materials within first 90 days*
- vi. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*
- vii. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.*
- viii. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement*
- ix. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)*
- x. Dedicated National IPA internet web-based homepage on Supplier website with:*
 - National IPA standard logo;*
 - Copy of original Request for Proposal;*
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;*
 - Summary of Products and pricing;*
 - Marketing Materials*
 - Electronic link to National IPA's website including the online registration page;*
 - A dedicated toll free number and email address for National IPA*

SHI Response:

In addition to our extensive sales force promoting this contract actively and on a daily basis with our current customer base and prospective customers, SHI intends to collaborate with National IPA on an extensive marketing plan. We understand the goal is to increase the number of entities that buy via

National IPA in all public sector verticals. We have a dedicated Public Sector Programs team with resources specifically identified to market and support growth for our national contracts such as National IPA. If SHI is awarded, the National IPA team, alongside Denise and the entire Public Sector leadership team, will work with the following people on this team in creation and execution of this marketing plan:

Scott Garrett
Public Sector Operations Specialist
Scott_Garrett@shi.com

Lauren Baines
Public Sector Marketing Specialist
Lauren_baines@shi.com

We have prepared the below marketing plan but will remain flexible and open to collaboration post award. We are agile and will work quickly to execute the agreed upon plan.

First week:

- Create a co-branded press release and work quickly to distribute to agreed-upon trade publications
- Post announcement along with contract details and contact information to www.shi.com
- Begin design of co-branded marketing materials including print, electronic, email, and presentations
- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads
- Create social media strategy
- Design and implement National IPA secured website on www.shi.com including National IPA logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to National IPA's website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials
- Finalize plans to publish and distribute
- Begin distribution to current and prospective National IPA members
- Implement initial social media strategy

First ninety days:

- Post announcement as a blog post to our widely read blog.shi.com series
- Complete training and enablement for SHI sales force
- Complete publishing and distribution of initial marketing materials
- Analyze initial activity
- Discuss next ninety day plan for marketing

Ongoing:

- Design and publish national and regional advertising in trade publications
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts

SHI participates in hundreds of trade shows, conferences, and meetings across the country. National IPA has our commitment to participate at specified shows as well as looking for additional opportunities to broadcast and promote our partnership.

Specifically, SHI will attend, exhibit, and participate at the NIGP Annual Forum alongside National IPA suppliers. We are happy to assist National IPA in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance.

SHI currently provides seminars and workshops to our public-sector customers across the country. We would be pleased to do the same for National IPA members. In all cases, we would work with you to determine the right topics, venue, timing, and participants. Some examples include:

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with National IPA as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop. We have presented this workshop in 13 cities across the country and have discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). The State is welcome to attend these at no additional charge.

Custom Events - SHI will help National IPA coordinate any event that they believe will be beneficial to the participating entities.

In addition, SHI regularly publishes a widely read blog - <http://blog.shi.com/>. Recent posts include information on audits, E-Rate, VMWare VSphere Licensing Changes, and Microsoft O365 Productivity.

Immediately following is a sample marketing plan.

1. Overview

SHI has transformed itself from a \$1 million "software-only" regional reseller into a \$7.5 billion global provider of information technology products and services. From software and hardware procurement to deployment planning, configuration, data center optimization, IT asset management and cloud computing, SHI offers custom IT solutions for every aspect of your environment. Privately-held and under the guidance of our current ownership since 1989, SHI's goal is to foster long-term and mutually-beneficial relationships with our customers and partners every single day.

With 3,500 employees worldwide, SHI is the largest Minority/Woman Owned Business Enterprise (MWBE) in the United States and is ranked 9th on CRN's Solution Provider 500 list of North American IT solution providers.

SHI has a dedicated Public Sector sales force focused on selling solely to state and local government, K-12 schools, and higher education institutes. Digital Learning is one of SHI's core vertical sales initiatives for our education team, making a long-term relationship with National IPA a natural fit.

2. Potential Marketing Strategies

Social media SHI has an active presence on Twitter, LinkedIn, Facebook, and Instagram. We closely follow industry trendsetters and advertise new services, agreements, and relevant articles as they relate to our customers. We also use these platforms to amplify SHI Blog articles about new buying vehicles for SHI and our customers.

Targeted email blasts SHI's marketing team can create HTML email templates designed to inform thousands of targeted proprietary contacts about new contracts.

Ongoing enablement training for our K-12 sales force. Via our regularly scheduled roundtable calls, internal newsletters, live webinar trainings and in-person presentations, we strive to familiarize our sales reps with all new offerings so they are prepared to serve our customers. Additionally, we offer live webinars and trainings for our customers when relevant to keep them abreast of the latest IT news.



2. Potential Marketing Strategies (Continued)

Press Releases SHI uses our corporate website (SHI.com) and Business Wire to make important announcements, including occasionally highlighting strategic new contracts.

Events SHI attends and supports a plethora of events, often spearheaded by local SHI AEs to educate our customers on our resources. These include but are not limited to: co-sponsored regional IT events, road shows, customer-facing conventions, and webcasts.

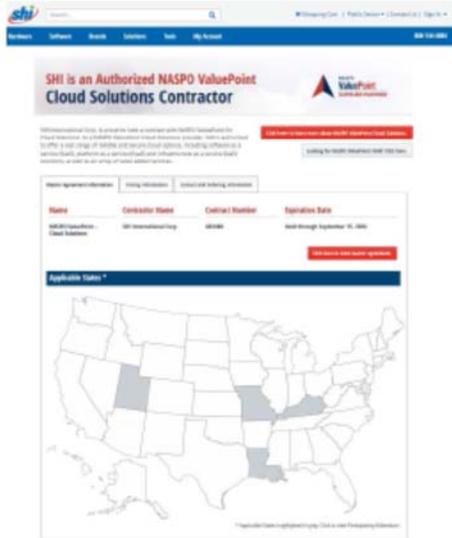
These types of events allow SHI to market key differentiators to our clientele, including purchasing cooperatives such as National IPA.

Education-specific trade shows/conferences SHI attends many of the top trade shows in the education industry, and we use these opportunities to highlight key resources available to us to our customers, including education contracts.

The biggest of these shows is ISTE, the most comprehensive educational technology conference in the world for the past 30+ years with 18,000+ attendees.

SHI Blog and SHI.com Our subject matter experts, account executives, and partners contribute stories regularly to our customer-facing blog, informing them on insights, trends, and challenges impacting the IT industry today. We measure each post's impact through best of breed SEO and web analytics practices. Since our blog has a wide-ranging audience, our Public Sector marketing team is included in writers' meetings to ensure that we are effectively reaching our government and education-specific customers.

We have dedicated contract pages on our public-facing website highlighting key contract vehicles.



3. Closing Statement

SHI's National IPA contract provides us with the ability to continue servicing public sector together. SHI has demonstrated its distribution capability in generating revenue, creating interest for partner products and in transforming the way our mutual customers build, deliver and consume information technology. We have everything it takes to be successful in supporting this contract.

B. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

SHI Response:

SHI realizes that the transition process is essential to National IPA's success. Below, please find a brief explanation, along with visual support, of SHI's collaborative process. In order to make the transition smooth, efficient, and effective, the process described may be customized to best meet the each member's specific needs. For now, the SHI team recognizes six (6) areas of focus to help ensure National IPA's transition is successful:

1. Manufacturer Supply and Pricing Agreements
2. Product Standards
3. Dedicated Account Team and Team Tools
4. Custom/Customer Specific Reports
5. Order Acknowledgement Customization
6. Non e-Procurement Site Implementation: SHI.com

For each of these six areas, SHI and National IPA will work collaboratively on identified tasks to complete implementation of Information Technology Solutions. The breakdown of these tasks is outlined below.

| Area of Transition | SHI Task to be Performed | National IPA (member) Task to be Performed |
|---|---|---|
| Manufacturer Supply and Pricing Agreements | Create a contract/agreement document in the SHI System | Identify all existing customer/manufacturing agreements |
| | Identify source(s) of supply | |
| | Request/plan for routine product/price updates from any non-automated price feed from manufacturer | Submit letter to manufacturer naming SHI as agent/reseller for customer |
| | Set up customer specific SKU's as applicable | Identify customer policy for manufacturer selection and orders |
| | Create training/information documents on customer requirements for internal use | Identify any IT refreshes already in process so that SHI is able to best assist customer. |
| | Publish customer terms, pricing, contracts, and processes and policies to SHI's Internal SharePoint site for customer | |

Create customer-ready marketing efforts to inform all authorized purchases about the new contract begin request authorization process and identify SHI requirements for any applicable manufacturers

| <i>Area of Transition</i> | <i>SHI Task to be Performed</i> | <i>National IPA (member) Task to be Performed</i> |
|----------------------------------|--|---|
| Product Standards | <p>Work with manufacturers or distributors to set inventory levels, if applicable</p> <p>Flag standard products in customer catalog at item level</p> <p>Place first inventory order, if applicable</p> <p>Create process documentation and update to SHI internal SharePoint site</p> <p>Set custom fields for customer order entry to identify and capture order-specific information that City would like to maintain</p> | <p>Identify customer standards</p> <p>Forecast volume on any IT inventory requirements, if applicable</p> <p>Define non-standard request process for customer and SHI approval validation for processing, if applicable</p> |

| <i>Area of Transition</i> | <i>SHI Task to be Performed</i> | <i>National IPA (member) Task to be Performed</i> |
|--|---|--|
| Dedicated Account Team and Team Tools | <p>Introduce City of Mesa to its dedicated sales team</p> <p>Train all team members on pricing and terms for City of Mesa contract</p> <p>Ensure that City of Mesa is aware of best customer-specific email alias for their use</p> <p>Verify proper setup of team folders in Outlook</p> | <p>Identify any specific requirements for City</p> |

| <i>Area of Transition</i> | <i>SHI Task to be Performed</i> | <i>National IPA (member) Task to be Performed</i> |
|---|--|--|
| Custom/Customer Specific Reports | <p>Define custom fields that City of Mesa may wish to capture</p> <p>Establish reporting schedule</p> <p>Establish distribution list</p> <p>Validate custom fields transmitted in e-procurement and non-e-procurement orders</p> <p>Program data labels and list of values in order entry to capture information</p> <p>Set order types: Standard, non-standard, replacement, expedite</p> <p>Submit report requirements to Web Administration</p> <p>Develop and test reports</p> | <p>Define custom fields that City wishes to capture</p> <p>Establish reporting schedule</p> <p>Establish distribution list</p> <p>Establish report layout and report type/requirements</p> |

Introduce and train City of Mesa on SHI reporting tools

Set user permissions

| <i>Area of Transition</i> | <i>SHI Task to be Performed</i> | <i>National IPA (member) Task to be Performed</i> |
|--|--------------------------------------|---|
| Order Acknowledgement Customization | SHI account team customize in SCII | Define City of Mesa specific content |
| | Test order acknowledgement documents | Define intended recipients of notifications, such as Order of Acknowledgement |

| <i>Area of Transition</i> | <i>SHI Task to be Performed</i> | <i>National IPA (member) Task to be Performed</i> |
|--|---|--|
| SHI.com non e-Procurement site implementation | Define organization/site requirements (process flow) | Define organization/site requirements (process flow) |
| | Define system users and set up permissions | Define system users and set up permissions |
| | Design SHI.com customer specific implementation | Define approval process and billing process/requirements |
| | Define/build any additional catalog requirements | Define catalogue content |
| | Define SHI.com special verbiage requirements | Test system and processes |
| | Connect users to City of Mesa-specific catalogues | |
| | Conduct user demonstration and training sessions for City of Mesa | |

- C. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.*

SHI Response:

SHI acknowledges and can comply.

- D. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:*
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
 - ii. Best government pricing*
 - iii. No cost to participate*
 - iv. Non-exclusive contract*

SHI Response:

National IPA will benefit from SHI's laser focus on being the best at delivering the products and services your members need. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country.

SHI's Public Sector sales force will be actively promoting the availability of National IPA to customers and prospects across the country. With the assistance of our Public Sector marketing team, all leads that are generated will be followed up immediately. Any leads that come in, regardless of the source, are uploaded to our CRM database and assigned to an Account Executive. In addition, the lead is attached to a specific lead source so we have the ability to track ROI on various marketing strategies. The AE is then emailed to make them aware that a new lead has been published to them. The AE will document any activity with that customer in CRM. When appropriate, the lead can be transitioned to an opportunity and tracked through close.

SHI agrees that all joint sales materials for this contract will include the National IPA logo and reference the required information as required by this RFP.

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement*
- ii. Working knowledge of the solicitation process*
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA*
- iv. Knowledge of benefits of the use of cooperative contracts*

SHI Response:

SHI understands and agrees to train our national sales force on the Master Agreement. As discussed above, the sales leadership will be actively involved in ongoing training over the life of the contract. Training will include key features of the agreement, working knowledge of the solicitation process, awareness of the Public Agencies that can utilize this agreement, and specific information on the benefits of this Master Agreement as opposed to other cooperative contracts available for use.

G. Provide contact information for the person(s), who will be responsible for:

- i. Marketing*
- ii. Sales*
- iii. Sales Support*
- iv. Financial Reporting*
- v. Contracts*

SHI Response:

In order to provide the most seamless and efficient service to National IPA, we will be providing one primary point of contact. If other people are needed to address the situation, Scott will quickly make connections with the appropriate people and stay involved until the situation is addressed completely.

Scott Garrett
Public Sector Operations Specialist
732-868-5915
Scott_Garrett@shi.com

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

SHI Response:

As previously articulated, SHI has experienced tremendous growth in size and scope due to our customers' expanding needs. Our organic growth and over two decades of stability are a direct result of backing a highly-skilled and tenured sales force with software volume licensing experts, hardware procurement specialists and certified IT services professionals.

In terms of organization, we have retained a small business feel in order to remain agile for our customers. We have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

To ensure that we are meeting the needs of all Public entities, we have split our Public Sector business unit into three divisions:

- Public Sector Field
- SM Sled
- Federal

Public Sector Field

The Public Sector field organization supports State Government, Local Government, K-12, Higher Ed, and Public Healthcare entities across the country. Our sales teams are regionally aligned in order to provide local focus; subsequently, our Account Executives are able to live where they work. Each region is managed by a regional director who lives in that region.

Customers are supported by an Account Executive and a dedicated Inside Sales Team. Field territories are structured by vertical and geography. We have over 120 Account Executives (AE's) who live and work in their territories. The emphasis is on having them be face to face with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

Each Account Executive is supported by a team of Inside Account Mangers (IAM's). This group totaling over 150 professionals is located in our global headquarters in Somerset, NJ. This team is also aligned to match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there. They are responsible for the day-to-day customer service questions such as order placement, order tracking, quotations, return authorizations, product information etc.



Public Sector Regional Management Team

WEST

Regional Director: Alison Turner
425-974-5997
Alison_Turner@shi.com

Inside Sales Managers:
Northwest: Corrin Bennett
732-652-0336
Corrin_Bennett@shi.com

California: Scott Kent
732-652-6641
Scott_Kent@shi.com

Senior Director of Public Sector Sales
Denise Verdiciochio
908-884-1399
Denise_Verdiciochio@shi.com

Director of Inside Sales - Public Sector
Yara Ismail
732-637-7240
Yara_Ismail@shi.com

NORTHEAST

Regional Director: Barb West
508-954-4449
Barbara_West@shi.com

Inside Sales Managers:
Northeast: Mike McCaffery
732-652-6606
Michael_McCaffery@shi.com

Northeast/Southeast/East/
Central/Federal: Terrance Bridgers
732-652-6598
Terrance_Bridgers@shi.com



CENTRAL

Regional Director: Brian Gomez
312-802-2766
Brian_Gomez@shi.com

Inside Sales Manager: Tyshon Crawley
732-664-8117
Tyshon_Crawley@shi.com

SOUTH CENTRAL

Regional Director: Darron Gross
512-732-8021
Darron_Gross@shi.com

Inside Sales Managers:
Texas Gov/MOKA: Kerri Fitzmorris
732-664-8343
Kerri_Fitzmorris@shi.com

Southern/West: Bobby Petrucci
732-668-6072
Robert_Petrucci@shi.com

Texas Education: Pat Jaron
732-664-8104
Pat_Jaron@shi.com

EAST

Regional Director: Rich Pugh
917-854-6282
Rich_Pugh@shi.com

Inside Sales Managers:
NJ/NY: John Cella
732-652-7621
John_Cella@shi.com

PA/MD/DE/WV/WA: Zeshan Khan
732-664-8161
Zeshan_Khan@shi.com

SOUTH CENTRAL

Regional Director: Michael Bench
352-350-2101
Michael_Bench@shi.com

Inside Sales Manager: Jennifer Huseth
732-668-6286
Jennifer_Huseth@shi.com

Denise Verdicchio
Sr. Director Public Sector
908-884-1389
Denise_verdicchio@shi.com

Yara Ismail
Director of Enterprise Inside Sales – Public Sector
732-537-7240
Yara_ismail@shi.com

SM Sled

The Small/Medium Sled division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of customer's size. In this case, we have defined small as a K-12 district with 7500 Students or less, a higher education institution with 1500 students or less, or a city/town with 50,000 population count or less. These customers often are overlooked by large resellers yet have the same need to stay current with technology as their larger counterparts. This division is based out of our global headquarters in Somerset, NJ. This team consists of 170 Inside Account Executives (IAE's) who support their customers' needs from start to finish. They are organized into the same six regions as the field team and both a manager and a team lead support each region.

Senior Director, SLED Field
Denise Verdicchio
 908-884-1389

SM SLED, Local Government



WEST
 Paul Marsicano
 732-652-0839
 Josh Reyes
 732-652-0311

Inside Team
 Billy Howarth
 Chris Cabrera
 David Morrison

Devone Bennett
 Gregg Cambareri
 Irene Cook
 Joe Burst
 Jonathan Koffler
 Michael Klotz
 Pete Garay
 Sebastian Psak

**Director, Small/Medium Public Sector,
 Enterprise - SLED**
Steven Nemeth
 732-537-7246

NORTHEAST
 Lauren Howlin
 732-564-8505

Inside Team
 Kayla Williams
 Kristen Goers
 Monique Chedid
 Parker Jensen
 Thomas Flatley
 Tylere Daniel

SOUTHCENTRAL
 Alan Frost
 732-652-0290
 Jess Crincoli
 732-868-8731

Inside Team
 Andrew Baicher
 Ashley Marfo

Erika Korsak
 James Impellizeri
 Jemilah Alghali
 Jessica Vos
 Juan Martinez
 Nick Corvino
 Sloane Endick
 Steve Katz

CENTRAL
 Amy Catapano
 732-652-0294
 Chris Cashin
 732-868-8821

Inside Team
 Anthony Risorto
 Charlie McClelland
 Chris Costello

David Vieira
 Garrett Cookson
 Gurdeep Bhalla
 John Mercurio
 Michael Vassos
 Pat Swinarski
 Ryan Baicher
 Ryan Brennan
 Will Ricketts

EAST
 Dan Sutton
 732-564-8223
 Kevin VanBuskirk
 732-652-0271

Inside Team
 Alex MacDonald
 Brianna Jack
 Chris Rebele
 Dan Nemeth
 Dianna Lee
 Gabriella Viola
 Jeff Prudente
 Kevin Gordon
 Kwame Eshun
 Mat Schenck
 Samantha Rebimbas
 Tom Monks



SOUTHEAST
 Amanda Calimano
 732-564-8362
 Kevin Mariano
 732-564-8516

Inside Team
 Bryan Hunt
 Bryan Thompson
 Danielle Maloney

David Lloyd
 Gary Wilson
 Jim Grogan
 Kaleigh Maffei
 Lauren Rallis
 Lou Malvasi
 Pat Connolly
 Vinnie Pini



Senior Director, SLED Field
Denise Verdicchio
908-884-1389

SM SLED, Education



NORTHEAST
Lauren Howlin
732-564-8505

Higher Education
Meredith Chupka

K-12
Dave Alfaro
John Batista
Kayla Williams
Maya Oliver

Mike Mieszkuc
Monique Chedid
Parker Jensen
Pete Gerbehy
Stephanie Umbach
Zack Fingerhut

WEST
Paul Marsicano
732-652-0839
Josh Reyes
732-652-0311

Higher Education
Joseph Nelson
Michael Gabrael

K-12
Andrew Falzon
Billy Howarth
Brandon Malebranche

Chris Asare
David Morrison
Devone Bennett
Eric Discepolo
Fernando Correia
Francesca Lima
Gregg Cambareri
Grieg Tan
Irene Cook
Joe Burst
Jonathan Koffler
Lauren Budzinski
Mark Harrel
Nick McManus
Nick Voelker
Nicole DePaola
Pete Garay
Ryan Csordas
Steven Torres

CENTRAL
Amy Catapano
732-652-0294
Chris Cashin
732-868-8821

Higher Education
Michael Farinano

K-12
Andrew Lee
Anthony Risorto
Brittanni Kennedy
Chris Costello
Chris Imperiale
Dan Pestalozzi
Ian Robinson
Jean Mombrun

Jenn Rojek
Jim King
John Allen
John Firestone
Katie Abeltin
Matthew Liss
Michael Williamson
Omar Salim
Shanique Wilson
Sonja Urmston
Stefanie Weg
Stephanie Hawley
Symeja Seji
Victoria Pelosi



EAST
Dan Sutton
732-564-8223
Kevin VanBuskirk
732-652-0271

Higher Education
Dan Farina
Kristian Biacan

K-12
Ashley DeLia
Bobby Hammer
Bradley Straight
Carmen Sotomayor
Chris Bielak
Cody Dembiec
Cody Pace

Dan Nemeth
Dave Panella
Dean Caravito
Erin Manning
Gab Smith
Josh Katz
Kevin Gordon
Mike Mieszkuc
Mike Zmachinski
Natalie Nicosia
Patrick Goldsmith
Ryan Kachel
Ryan Simio
Steven Mikulewicz
Suzy Oganessian
Taariq Phillips
Tom Monks
Tori Huber

SOUTHEAST
Amanda Calimano
732-564-8362
Kevin Mariano
732-564-8516

Higher Education
Edward McGovern
Jonathan Velez

K-12
Alexis Keresztes
Alfred Sarpel
Bryan Thompson

Christopher Heroux
Dave Biancamano
Desiree Kersulic
Gary Wilson
Greg Spoleti
James Geary
Joelle Soto
Kaleigh Maffei
Lauren Rallis
Marta Matera
Patrick D'arcangelo
Sebastian Paak
Thomas Morrow
Vinnie Pini

SOUTHCENTRAL
Alan Frost
732-652-0290
Jess Crincoli
732-868-8731

Higher Education
John Appiah
Rashi ShahDillard

K-12
Alex Melore
Andrew Lawler
Ashley Marfo
Christina Santos
Collin Gumbiner
Gareth Bevan
Jesse Meyer
John Firestone

Justin Chisari
Michael Rutledge
Nick Corvino
Nick Loughlin
Ross Gerhart
Roy Colicchio
Sam Martin
Stephanie Lane
Tyler Freidell
Will Fleming

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www.SHI.com | 888-764-8888

- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

SHI Response:

SHI has extensive experience administering contracts of this nature, and we are confident that we will exceed the requirements of the Scope of Work and Terms and Conditions. We take great pride in our ability to administer the agreement to the maximum benefit of the contract users.

The SHI sales team will work in conjunction with the National IPA sales team to promote the Master Agreement to both existing participating Public Agencies and prospective Public Agencies. As detailed previously in this response, the SHI Sales team will receive in-depth and ongoing training on the Master Agreement. Public Sector sales leadership will be actively involved in implementing and servicing this agreement. The entire team is committed to growth and success of this contract.

SHI Account Executives will promote this agreement actively within their account base during regular face-to-face meetings and calls with customers and prospects. In addition, we welcome joint sales calls with the National IPA sales team.

Scott Garrett, the dedicated National IPA Public Sector Operations Specialist, will coordinate regular communications with our sales team and actively follow up on all campaigns. He can quickly distribute leads and connect the National IPA team with their correct counterpart on the SHI sales team.



We understand the intricacies of implementing and maintaining a contract of this nature, supporting multiple state agencies and municipalities. When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each individual agency, city, county, township, school district and higher education institution.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

SHI Response:

In addition to our extensive sales force promoting this contract actively and on a daily basis with our current customer base and prospective customers, SHI intends to collaborate with National IPA on an extensive marketing plan. We understand the goal is to increase the number of entities that buy via National IPA in all public sector verticals. We have a dedicated Public Sector Programs team with resources specifically identified to market and support growth for our national contracts such as National IPA. If SHI is awarded, the following team members will collaborate with the National IPA team to create and implement the marketing plan:

Scott Garrett
Public Sector Operations Specialist
Scott_Garrett@shi.com

Lauren Baines
Public Sector Marketing Specialist
Lauren_baines@shi.com

Scott's main focus will be onboarding and growing the National IPA contract vehicle. He will be responsible for coordinating calls and other communications between SHI Leadership and sales teams and National IPA. Having Scott in place will help us to stay focused on our joint goals and also to review success as we go so we can make changes as needed.

We have previously discussed our marketing plans in this response and fully expect to continue to generate new marketing and sales campaigns to continue to drive business over the life of the contract.

When there is interest from a prospective public agency we will work quickly with National IPA to get their account set up and introduced to their account team at SHI. Having Scott Garrett as the primary point of contact will help to ensure that this process is seamless for the customer.

K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

SHI Response:

Immediately following are our top 10 Public Agency customers. SHI can provide additional information upon request.

| Customer Name | Invoiced Revenue | Buckets |
|--|------------------|----------------|
| Texas Seat Management | 28,915,734.65 | \$50m - \$100m |
| MN Office of Enterprise Technology | 20,015,880.01 | \$50m - \$100m |
| NJ New Jersey Information Technology | 18,827,813.44 | \$50m - \$100m |
| Atos Governmental IT Outsourcing Services, LLC | 17,093,142.56 | \$50m - \$100m |
| Louisiana Office of Technology Services | 17,072,810.99 | \$50m - \$100m |
| KY Technology, Commonwealth Office of (Cot) | 16,978,802.17 | \$50m - \$100m |
| NY Department of Health | 13,400,486.55 | \$50m - \$100m |
| City of New York NY | 13,089,495.50 | \$50m - \$100m |
| County of Harris | 12,760,337.44 | \$50m - \$100m |
| City of Houston | 12,079,388.15 | \$50m - \$100m |

L. Describe your company’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

SHI Response:

Regardless of the method of submission (email, fax, web), the order is routed to your dedicated Inside Sales Team for validation and the management of the order process. Upon receipt, the Inside Account Manager (IAM) will review the order to ensure that the order is complete and can be processed. If the order is not valid for any reason, the IAM will contact the customer within 2-4 business hours to request any necessary information. If lower pricing is available, the IAM will inform the customer and pass the lower price on. In a case where a price has increased, SHI will honor the price if the quote is within 30 days of the original quote. If the quote has expired, SHI will make a best effort to work with the manufacturer to honor the price.

Your dedicated sales team will enter all valid orders on the same day they are received. An automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgement email and can include any and all information required by the customer.





SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Order Confirmation

Sales order S46482360
Order date 10/17/2017
Customer Account 1008214
Customer PO 18001750
Shipping Method ESD
Customer Reference
Payment Net 30 Days

SHI Account Executive Amelia Jakubczyk
SHI Account Manager Robert DiGiovanni

Bill To
 Jennifer Means
 CITY OF MESA
 PO BOX 18795
 AP CENTRAL BILLING
 Mesa, AZ 85211
 United States

Ship To
 CITY OF MESA
 59 E. 1ST STREET
 Mesa, AZ 85211
 United States
 18001750/Jennifer Means

| Item No. Mfg Part No. | Description | Qty Ordered | Unit Price | Extended Price |
|--|--|----------------|---------------|-------------------|
| 32631458 Q-E-PUB Qualys | Qualys Public Sector annual subscription Multiple platforms English Opti upd via downld Software Contract number: 18078-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018 | 1 | 0.00 | 0.00 |
| 32745136 Q-E-PUB-VM-M Qualys, Inc. | Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 18078-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018 | 1 | 923.20 | 923.20 |
| 32631460 Q-E-PUB-VM Qualys | Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 18078-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018 | 950 | 6.96 | 6,612.00 |
| 33370886 Q-E-PUB-WAS-M | Qualys Public Sector Web Application Scanning - Module Price | 1 | 923.20 | 923.20 |

Once an order is entered, it is then directed to SHI's Procurement Department for processing. This team is then responsible for placing the order with the appropriate Distributor or Manufacturer. The orders are sent electronically and confirmed. All orders are placed within 24 hours of being received. Should there be a change in the delivery time, the Procurement team will notify the sales team immediately. At that point we will reach out to the end user to discuss options.

Should a product not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all the options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user.

Assuming there are no delays, the tracking number will be uploaded to the website upon shipping if/when provided by our vendors. In addition, the customer can opt to receive an advanced shipping notification which will be emailed automatically upon shipping of the product(s). See an example of the ASN below.





Shipment Notification

Sent from SHI
Somerset, NJ Office: 1-800-527-6389
www.shi.com

Order Date: 28 May 2014
SHI Order #: S12183345
PO #: 15698

Ship To: Parkside Utility Construction
219 Ruth Rd
Harleysville, PA 19438

Delivery Memo: 15698/Lisa Malcolm

Shipment Date: 28-May-14
Ship Via: UPS Ground
Tracking #: [1ZX717350309365643](#)

| SHI Part # | Mfg Part # | Description | Qty Shipped | Qty Ordered |
|------------|---------------|---|-------------|-------------|
| 22873569 | SHI-TAG-1 | Asset Tagging & Reporting (Per 1x Tag) Config/Install SHI CONFIG Nothing ships for this virtual item | 1 | 1 |
| 27752697 | DYCOM-IMAGE-2 | Image Install: Dycorn - W7PRO Standard Laptop Image Config/Install SHI CONFIG Nothing ships for this virtual item | 1 | 1 |
| 28786615 | J4P16US#ABA | E840g1u74600ujn256fiwcn08ye Us Hardware Hewlett-Packard SN:CNU420CL6R Asset Tag:A2271455 | 1 | 1 |

* Thank you for your business! *
* Your order has shipped today. If you have not received your order within one business week, please contact your sales team for order status. *
We want to hear from you. If you have any comments regarding the service that you have received from SHI, please Email our Director of Quality at Quality_Director@shi.com

SHI is able to customize our invoices to meet the needs of individual customers. If awarded, we will work with each customer to add necessary fields to our order entry system so that information will be captured on the invoice as well. A sample invoice is included for you below. Again, this can be customized to meet any requirements necessary.





Federal tax ID: 22-3009648
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 888-235-3871
 Fax: 732-805-9669

Please remit payment to:
 SHI International Corp
 P.O. Box 952121
 Dallas, TX 75395-2121
 Wire information: Wells Fargo Bank
 Wire Rt# 121000248
 ACH Rt# 021200025
 Account#2000037641964
 SWIFT Code: WFBUS6S
 For W-9 Form, www.shi.com/W9

Invoice No. B07251775
 Invoice date 10/19/2017
 Customer number 1008214
 Sales order S46482360

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
 All returns require an RMA# supplied by your SHI Sales team.

Bill To
 CITY OF MESA
 PO BOX 16795
 AP CENTRAL BILLING
 Mesa, AZ 85211
 USA

Ship To
 CITY OF MESA
 59 E. 1ST STREET
 Mesa, AZ 85211
 USA
 18001750/Jennifer Means

| Ship Date | Salesperson | Purchase Order | Ship Via | FOB | Terms |
|------------|------------------|----------------|----------|----------|--------|
| 10/19/2017 | Amelia Jakubczyk | 18001750 | ESD | FOB DEST | NET 30 |

| Item No. Mfg Part No. | Description | Qty Ordered | Qty Shipped | Unit Price | Extended Price |
|---|---|-------------|-------------|------------|----------------|
| 32631458 Q-E-PUB Optl upd via downld Qualys | Qualys Public Sector annual subscription Multiple platforms English Optl upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018 | 1 | 1 | 0.00 | 0.00 |
| 32745136 Q-E-PUB-VM-M ESD Qualys, Inc. | Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018 | 1 | 1 | 923.20 | 923.20 |
| 32631460 Q-E-PUB-VM ESD Qualys | Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018 | 950 | 950 | 6.96 | 6,612.00 |
| 33370886 Q-E-PUB-WAS-M ESD Qualys | Qualys Public Sector Web Application Scanning - Module Price Multiple platforms English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018 | 1 | 1 | 923.20 | 923.20 |
| 32631461 Q-E-PUB-WAS ESD Qualys | Qualys Web Application Scanning--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018 | 5 | 5 | 463.92 | 2,319.60 |
| 32745132 Q-VS Optl upd via downld Qualys, Inc. | Qualys Virtual Scanner--Annual Subscription Multiple platforms English Optl upd via downld Software Contract number: 16076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018 | 5 | 5 | 923.20 | 4,616.00 |



We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can simply reach out to their sales team and they will work with our Accounting Department to correct.

SHI is able to accommodate sending either hard copy invoices, electronic invoices, or both. Summary billing is also available. We can accommodate changes to their preference at any time. Invoices will be sent only after the products have been delivered. Should we get an award, we would like to sit down with each National IPA customer to understand their requirements, typical acceptance procedures, and time frames.

SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. This includes a wide range of applications, proprietary systems.

In addition, SHI supports the following Punch-out types:

- Ariba Punch-out
- Coupa
- ePlus Procure+
- Hubwoo
- Oracle OAG and cXML Punchout
- Perfect Commerce Roundtrip
- PeopleSoft Direct Connect
- SAP OCI Roundtrip
- Sciquest
- Verian ProcureIT

SHI's order entry system, procurement system, and invoicing system are all standardized on AX. This allows for seamless process and maximum efficiency from order placement to billing. SHI has a team of AX developers in house to accommodate our various customers' needs.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

SHI Response:

Per addendum #2, this information is not required. At this time, SHI prefers not to guarantee sales as we have no history or data with which to accurately determine these numbers. We are open to working with National IPA on forecasts in the future.



N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).*
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.*
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).*
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

Detail your strategies under these options when responding to a solicitation.

SHI Response:

We understand that some public agencies will choose to conduct their own formal solicitations even though this Master Agreement is in place. In these cases, SHI will evaluate each situation as it arises. We will do everything we can to ensure that the resulting sales are priced at or below the National IPA pricing and reported to National IPA. It is our goal to make this contract as successful and widely used as possible and will not look to steer business away from it, even if the agency chooses to do a formal solicitation. SHI has put forth our most aggressive pricing to National IPA in this proposal. For this reason we believe that responding with this pricing will be the most widely used strategy (as described in i.). If a publisher/OEM offers competitive pricing, SHI will pass that pricing along and report those sales to National IPA (as described in ii.). It is highly unlikely for SHI to offer pricing higher than what is in the Master Agreement unless we were using the Master Agreement pricing as a comparison to show the value of this agreement (as described in iv.).

2. Provide a description of the product lines that can be provided by your firm.

SHI Response:

Currently, SHI collaborates with thousands of Hardware and Software partners and will provide National IPA access to the most extensive IT catalog in the industry. In addition, SHI continually adds vendors and products to our databases to allow our customers the most updated, comprehensive choices possible. We are confident that our flexibility, extensive product offering, and our willingness to evolve along with Public Agencies' changing needs, are unique strengths that SHI happily leverages for National IPA members. We will also reach out to new vendors upon request, or when we identify new technologies that we believe members will want to purchase.

Over the past decade IT has changed. Although there is still a need for commodity products, attention has turned more and more to building solutions that will solve customers' needs. In response to shift,

and working within our customer-centered foundation, we developed our Enterprise Solutions Group to include solution based support. This team has over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to help address our customers' needs, acquire the right technology, and adopt that technology into their environment to achieve the desired outcomes. This team can bring together resources to talk across an entire solution whether that be end user, datacenter, or security. These teams are vendor neutral and use their breadth of experience to help tailor conversations that will be optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with activities like strategic planning, assessments, white boarding, proof of concepts and obtaining demo units. Initiating conversations at this point in the conversation leads to a more optimized project and cost savings.

To help with the selection of product, equipment, and services (whether it be a Laptop, Desktop, All-in-One, Tablet, or other device) the SHI Team provides National IPA members with a customized procurement website, allowing authorized end-users to select from standard configurations and peripherals, as well as to provide necessary information to ensure a successful installation. The procurement website provides all service catalogs, approved hardware configurations, and inventory databases, allowing National IPA members to procure the best products for their needs.

National IPA members will benefit from SHI's laser focus on being the best at delivering the products and services it needs, while continuing to keep our costs aggressive with our low overhead. A dedicated approach to the Public Sector business for the last twenty years has helped us to create solutions that are specific to the unique needs of State, Local, and Education customers across the country. Because we provide a neutral vendor approach – not valuing one vendor more than any other – and because we use our experience and breadth of knowledge to assist in finding the right technology to meet the specific requirements of your environment, we are confident we are the best choice as your IT Solutions Partner.

SHI included an overview of some of our top partners in our response to section 3.2 Distribution, Logistics we have also included an additional list in the Attachment section of this response. SHI is happy to provide additional information regarding partners or answer questions about procuring a specific product if needed.

3. Provide a description of the services that can be provided by your firm.

SHI Response:

In addition to an extensive product catalog, SHI offers a full range of services. Outlined below are some of the services SHI will work collaboratively on with National IPA members:

Software Procurement

- COTS
- Software Volume License procurement/management
- Contract negotiation and optimization assistance

End User Computing

- Mobility
- Laptops
- Tablets
- Desktops
- Systems Management

- Phones
- Unified Communications

Datacenter

- Servers
- Storage
- Networking Equipment
- Converged Infrastructure
- Cloud
- Colocation

Security

- Assessments
- HIPPA Security
- Vulnerability
- Security Posture Review (SPR)
- Penetration Testing
- Social Engineering
- Policy Creation
- Data Protection Solutions and Services
- Firewall/UTM/NGFW Implementation
- DLP/Encryption Implementation
- Video Surveillance

Lifecycle Services

- Acquisition
- Deployment
- Installation
- Data Migration
- OS Upgrades
- Support
- Recovery
- Integration Services
- Rack and Stack
- Advanced Configurations
- Mobile Device Configurations
- Asset Tagging
- Image Deployment
- Laser Etching
- Activations
- Kitting
- Integrated Add-on Components
- Custom Label and Packing
- Inventory Management

Connectivity Services

- Voice
- POTS
- Mobility
- UC Hosted PBX
- SIP/PRI
- Network and Data
- Ethernet/Fiber
- Wireless
- SDN
- PTP
- MPLS
- Cable/DSL
- Specialized
- Telecom Expense Management
- Service Provider Assessment

Microsoft Services

- O365
- Active Directory
- SCCM
- Skype
- Exchange
- SharePoint
- Windows

Other Services

- Project Management
- Auxiliary Services
- Partner Delivered

In addition to these myriad products and services, SHI can assist with technical evaluation of products as well. Evaluation may include full proof of concepts or simply obtaining evaluation units. In this way, we will enable National IPA members to make the best choices and scope each project appropriately. Beyond just offering competitive pricing for products covered under this contract, SHI will strive to help National IPA members to avoid costs associated with selecting the wrong technology, or with project delays due to incorrect scope. In addition, we will review buying programs and conduct price modeling to ensure that the technology you choose is being procured in the best way possible and at the most aggressive price.

4. *Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transactions between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.*

SHI Response:

SHI's Diversity Business Development initiative seeks to enhance business opportunities with companies whose corporate objectives include supplier diversity. As both a minority owned (MBE) and woman-owned (WBE) enterprise, SHI is the country's largest MWBE provider of information technology products and services. SHI also maintains its own internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet SHI product requirements and operational needs.

SHI International Corp is a 100% minority owned company and a Corporate Plus member of the National Minority Supplier Development Council (NMSDC). SHI is certified by the New York & New Jersey Minority Supplier Development Council of the NMSDC and recognized by the 24 other regional affiliates of the NMSDC including the Canadian Aboriginal and Minority Supplier Council (CAMSC). SHI is also a woman owned business and certified with the Women's Business Enterprise National Council (WBENC) and certified as a MWBE with California Public Utilities Commission (CPUC).

SHI International Corp holds current State Government Certifications in the following states, cities, or counties: Delaware, Indiana, Massachusetts, Missouri, New Jersey, Wisconsin, Virginia, North Carolina, Prince George's County, Maryland, New York City, NY.

In 2004, SHI launched an executive initiative to increase SHI International Corp presence in the minority business community and established a diversity business development program. An executive-level position was created to better meet the expectations of our customers for SHI's participation in their M/WBE development and 2nd Tier programs. SHI is the only M/WBE that maintains a fully-staffed team dedicated to supplier diversity matters for our clients and vendor partners. Our team manages and distributes just over 175+ diversity spend reports to our clients today (see below). SHI continues to increase the number of diverse suppliers in SHI's Managed Partner Network which our internal operational requirements alongside accommodating our clients to meet their specific governmental,

educational and corporate diversity goals. In addition, we sponsor and support annually, on average, over 50 supplier diversity related events which include corporate client-sponsored events that value diversity spend opportunities across the country. SHI is a Corporate Plus member and a sustaining annual contributor to the Business Consortium Fund of the NMSDC.

Diversity Spend Client Reporting

SHI tracks and reports 1st and 2nd tier spend with minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses and makes these reports available to all customers that track such spend. As a 6.8 billion dollar company, SHI reports these results to over 150+ of our customers on a quarterly basis.

2016 Percentage of Diverse Spend

| Total Spend | SHI Addressable Spend | SHI Total Diverse Spend | % of Diversity spend |
|-----------------|-----------------------|-------------------------|----------------------|
| \$6,449,294,928 | \$193,478,848 | \$104,302,045 | 53.9% |

MBE Partner Network & Initiative

SHI has an active program to recruit minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses as “Go To” partners for both SHI internal services and Client Services requests. The success of this program is coupled with an executed Partner Teaming Agreement with several minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses, and we actively mentor several seeking to promote them not only internally, but also to other SHI customers. To date, these businesses have gained entrance to several of SHI customers as a direct result of SHI’s referral. Our diversity team engages our Director of Partner Network to attend supplier diversity events with the sole purpose to recruit additional “Go To” minority-owned businesses.

Tier II Program

The growth, development, and mentorship of minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses is a commitment SHI regards as crucial to our major clients’ continued success. Capturing and retaining the loyalty of our clients who value diversity spend is an integral part of our professional services strategy and one which has mutual benefit. As a Large M/WBE, we continue to grow an effective Tier II program by accessing our Services Partner database using qualified certified minority, women, veteran and disabled/small disadvantaged/HUB Zone owned businesses where it complements our major clients overall supplier diversity program today.

SHI plays a key role as a Primary vendor or Tier I supplier to a vast number of our major business segment clients. Not only do we provide Tier I quarterly reports to 150+ clients, by customer request, we also provide Tier 2 reporting where the totals reflect a direct link to our customer procuring professional services through subcontract arrangement that is directly tied to the performed service for the client.

SHI understands there is value along with a continued commitment on your organization’s part to help increase your Tier 2 spend with minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses. In support of this commitment, SHI International is in partnership with these diversity businesses as our sub-service providers to furnish your company when they meet your quality, service, and price standards.



SHI International Corp continues to remain committed to growing its program and providing mentoring and support to fellow minority, women, veteran and disabled/small disadvantaged/HUB zone owned businesses.

5. Describe how your firm proposes to distribute the products/services nationwide.

SHI Response:

SHI is proud of our tremendous network of distributors and partners. We maintain relationships with our large IT Distributors (Ingram Micro, Tech Data, and Synnex), as well as smaller, local distributors, and the manufacturers directly. With each transaction, we source from the supplier with inventory in the closest proximity to the customer, and drop ship directly to their door. Most products are delivered within 3-5 business days via UPS Ground.

Our extensive network allows reduced time to market for National IPA members and prospective members. In addition, we have our own integration center located in New Jersey that can provide warehousing and complete configuration capabilities when such a solution best meets your needs. Of course, we always take the opportunity to find cost savings for our customers – and National IPA is no different. In addition to leveraging our partner relationships for savings at the vision and design phases of an IT project, when quoting and sourcing product, our sales teams also request information from all of our distributors’ stock to obtain the best price for the National IPA member. In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to ensure that no savings opportunities have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even multiple customers to realize a lower overall cost.

While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across the United States. This model reduces the overhead costs of maintaining our own additional warehouses. Our distribution model is important to SHI’s own internal cost structure and allows us to offer our customers a very aggressive pricing model. Our major distribution centers are located in:

- Atlanta, GA
- Chicago, IL
- Dallas, TX
- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Swedesboro, NJ
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA

6. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.

SHI Response:

SHI is not using any subcontractors as part of this contract; however if SHI needs assistance with distribution/delivery processes, SHI has an Elite Partner Network that we call upon for service delivery on occasion. We consider this partner network our “burst” partners for those times when we do not have the SHI FTE to deliver on a project.

SHI has each potential partner fill out an extensive qualification checklist. This list is used to vet the types of services offered, certifications held, overall experience, and where they are able to do business. One of our top priorities is confirming that our partners' resources are certified for the work we are subcontracting them to perform. Please note that our practice managers/SAs/Program Managers will be asking for proof of certification as needed.

We will inform National IPA in advance of any subcontractor that we intend to use.

7. *Provide the number, size and location of your firm's distribution facilities, warehouses, and retail network as applicable. Provide information on the productivity of your facilities and systems as follows:*

- a. *How many orders are processed daily on an average*
- b. *How many devices does your facility configure daily on an average*
- c. *What is the highest number of orders processed in a single day*
- d. *What is the highest number of devices configured in a single day from the facilities described*

SHI Response:

As described above, SHI utilizes a network of distributors and partners. SHI's internal procurement team processes an average of 6000 orders per day.

SHI Integration Center, Piscataway, NJ

- 400 orders for configuration, per day.
- 1800 units per day
- 3000+ is the highest number of orders processed in a single day
- Depending on the configuration and device types considered, we have processed orders for over 3000 in a day, and configured over 40,000 units in a month.

On average, our top three distributors process 21,000 orders per day with a max of 36,000 in a day at peak time

8. *State any return and restocking policy, and any fees, if applicable associated with returns.*

SHI Response:

SHI's return policy is customer-centered – we will accept any request to return any unopened box up to 30 days after receipt, unless the manufacturer specifically has a no returns policy and we have noted this on the quote. In order to request a return, a customer first contacts the City of Mesa's dedicated sales team, via email, phone, or through the "Request Return Authorization Number" section on the City of Mesa/SHI.com website. Your Inside Account Manager then generates a return authorization (RMA) number and provides that to you with a shipping label or account number. Finally, the City of Mesa customer writes the RMA number on their return box, ships it to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly.

Once SHI receives the return, we will credit City of Mesa's invoice. If you request a replacement order, we work with you to expedite a replacement even before we receive the return.

Occasionally, Software Publishers may require a customer to fill out a letter of destruction. In these cases, SHI provides the form to the City of Mesa customer, who signs and returns the form. To help

simplify and expedite the process, SHI takes care of the rest – processing the Letter of destruction with the Software Publisher.

Rarely, a customer might receive an incorrect or damaged product; if this occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened.

At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!

9. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?

SHI Response:

SHI is able to accommodate sending either hard copy invoices, electronic invoices, or both. Upon award, we will work with the National IPA members to understand preferences and set up the account accordingly. We can accommodate changes to preferences at any time. An invoice will be sent only after the products have been delivered and accepted by the member. Should we get an award, we would like to sit down with the National IPA and each member to review any additional requirements and provide our recommendations based on best practices with other customers.

10. Describe your delivery commitment:

- a. What is your fill rate guarantee?*
- b. What are your delivery days?*
- c. Do you offer next day delivery?*
- d. How do you facilitate emergency orders?*
- e. Are shipping charges exempt for ALL who use this contract?*
- f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.*

SHI Response:

SHI relies on our extensive distribution network for the large majority of our shipments. On average, across our largest distributors, our fill rate is between 93%-100%. In most cases, where we are not filling orders on time, it is due to constrained items. In these cases, we notify the customer immediately and either source from a different distributor at the same cost to customer, continue to wait, or cancel the order based on what the customer wishes to do.

Most products are delivered within 2-5 days of being ordered. At the time of quoting and again at order placement, the SHI sales team will inform the end-user of the exact delivery timeframe expected. Should this change, we will notify the customer immediately upon learning of any changes. We will communicate with the customer however they prefer but typically, communications of this type are done via email. Updates will be provided at least every 24 hours, or on an agreed upon time frame, until the product is delivered.

When there is a delay, SHI will provide any alternatives available. Alternatives may include a different distribution source, comparable products, cancelling the order, or potentially discounting to account for the delay.

Shipments are made Monday through Friday. Next day and Saturday delivery are available for in-stock items but are subject to a shipping fee and will require that the order be received before the cut off time

(dependent on time zone). SHI will handle shipping in the same way for any and all National IPA member, regardless of size and location. Standard shipping will be covered but special delivery requirements or expedited shipping may be subject to an additional charge.

If there is ever an issue with delivery, such as the wrong or defective products, the customer simply needs to request a return by reaching out to the Inside Account Manager or by navigating to the “Request Return Authorization Number” section of the custom IPA website.

Describe the types of customer service available to agencies that use this contract:

- a. Is online support available?*
- b. Is phone support available?*
- c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?*
- d. How are problems resolved?*
- e. What are the location and hours of your call centers?*
- f. What response time is guaranteed when a customer service request is made?*
- g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?*
- h. Describe in detail your company’s ability to hold/warehouse customers’ orders and if there are any cost associated.*

SHI Response:

SHI provides a comprehensive customer support plan to ensure we are meeting each customer’s needs. Customers are supported by a dedicated Account Executive and a dedicated Inside Sales Team. Field territories are structured vertically and geographically. We have over 120 Account Executives (AEs) who live and work in their territories. Their emphasis is on ace-to-face connections with their customers as frequently as possible. We are in the process of expanding our field Account Executive team to ensure that each AE is focused on 25 accounts or less and in one specific vertical. This will enable us to continue to cater to the individualized needs of our customers.

The field based Account Executives are responsible for meeting with their customers in person as often as possible and for the overall relationship between the customer and SHI. In addition, they can bring in resources as needed, be it SHI’s own Field Solution Engineers or other subject matter experts or OEM specific resources.

SHI’s Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are responsible for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive-level support and to meet with customers as needed.

Each Account Executive is supported by a team of Inside Account Mangers (IAMs). This group totals over 150 professionals and is located in our global headquarters in Somerset, NJ. This team is also aligned to

match specific regions so that everyone who is working with you will have sensitive knowledge of National IPA member's regional environment and the nuances associated there.

SHI's Inside Account Managers maintain direct relationships with the customers and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expediting of orders are an integral part of their daily activities. They execute the plan established by the Account Executive for a customer. The IAMs all have experience working exclusively with Public Sector accounts and they are regionally assigned support for the customers.

The sales teams can be reached on line via the National IPA custom website or via email/phone.

Upon award, each National IPA member will be provided with information about the account team that is dedicated to support them. Following a support plan for City of Mesa. A similar plan will be put together to IPA members.



City of Mesa Support Information

City of Mesa Account Executive – Amelia Jakubczyk is the Field Sales Executive responsible for the overall relationship with the City of Mesa. Amelia will be the main point of contact for regular onsite visits, Quarterly Business Reviews, RFP's & Contracts. Amelia's contact information is below:

Amelia_Jakubczyk@shi.com

Office: (303) 723-5256; Mobile: (303) 882-8012

Inside Sales Team – The Inside Sales Team is responsible for all daily quotes, orders & customer service requests. Their main goal is to provide customers with World Class Support. The City of Mesa is supported by the following team:

- Rob DiGiovanni – Inside Account Manager
- EJ Williams – Inside Account Manager
- Jason Mitchell – Inside Account Manager
- Corrin Bennett – Inside Sales Team Manager

Email: Team.Arizona@shi.com

Toll Free Number: (888) 711-2613

Service Level Agreements (SLA's)

- Email & Phone requests – Acknowledge with response within 2-4 hours
- Orders – Process orders within 24 hours of receipt
 - Exceptions may apply when additional information is required
- Pending request – Daily updates (every 24 hours)

Tracking and Reliability

SHI is committed to providing World Class Support through reliable tracking and delivery of purchased technology.

- Customers can track their orders on www.publicsector.shidirect.com when supplying two pieces of information unique to their orders, such as their internal PO number and their email address
 - Once online, go to →My Account →Orders and Quotes →Order Status
 - Register your email and choose a password and gain access to your purchased orders
- Customers can also email their Inside Sales Team at Team.Arizona@shi.com or call (888) 711-2613 for updates
- SHI supports customers across the country with business hours from 8am-8pm EST. with easy access to managers for a additional escalation and support

Submitting Requests & Path of Escalation

- New Requests:
 - Email Team.Arizona@shi.com or call (888) 711-2613
- Follow up on pending items within 24 hours of initial request:
 - Email Team.Arizona@shi.com AND Corrin_Bennett@shi.com Team Mgr.
- Customer satisfaction issues:
 - Email Corrin_Bennett@shi.com AND Alison_Turner@shi.com

SHI Management Team

- Corrin_Bennett@shi.com – Inside Sales Manager – West Region (732) 652-0335
- Alison_Turner@shi.com – Director of Public Sector West Region (425) 974-5997
- Robert_Petrucci@shi.com – Sr. Inside Sales Manager – Public Sector (732) 868-6072
- Yara_Ismail@shi.com – Director of Inside Sales – Public Sector (732) 537-7240

SHI realizes the need for timely information in order to keep projects moving forward. The first step will be clearly defining SLAs that meet the needs of National IPA members. As requested, SHI has outlined the following SLAs. If awarded, the SLAs will be reviewed and mutually agreeable standards established.



- Email & Phone requests – Acknowledge with response within 2-4 hours
- Orders – Process orders within 24 hours of receipt
 - *Exceptions may apply when additional information is required*
- Pending request – Daily updates (every 24 hours)

SHI provides support to our customers between the hours of 8:00AM – 7:00PM in every time zone. We are only completely closed on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Support is available every other business day of the year. In addition, your custom web catalog is available 24 hours per day, 7 days per week.

Problems are typically escalated to management for immediate review and action. Customers are provided with a Path of Escalation, to ensure they can engage with management on any pending items or issues which may arise. If customers are unable to locate their Path of Escalation, they can click on the link at the bottom of all IAM email correspondences, which reads “***How was my service? Contact – Senior_Management@shi.com***”. This will also escalate all issues directly to Senior Management for immediate action.

Once an issue has been escalated, management will set up a call to help get all affected parties on the same page, and follow up with regular updates until resolution.

We are including a sample escalation path for City of Mesa. Each IPA member would receive an escalation path that includes their specific team information.

| Escalation Point | Responsibilities | Response Time |
|--|---|--|
| Inside Account Managers Rob DiGiovanni, EJ Williams, Jason Mitchell | Day-to-Day customer service questions, such as order placement, order tracking, quotations, return authorizations, licensing questions, etc. | Within 4 business hours, with at least status on resolution, if not with the final resolution. |
| Account Executive Amelia Jakubczyk | Overall management of the relationship between SHI and the customer. Has the authority to take into consideration special circumstances to make exceptions to SHI's general policies. | Within 4 business hours, with at least status on resolution, if not with the final resolution. |
| Inside Sales Manager Corrin Bennett | Responsible for the management of the daily activities of the Inside Account Managers. | Within 4 business hours, with at least status on resolution, if not with the final resolution. |
| Director Inside Sales Manager Yara Ismail | Management of the Inside Account Managers. Escalation point for any over-all quality concerns at SHI. | Within 8 business hours with either status or resolution. |
| Regional Director, Public Sector Sales Alison Turner | Management of the Account Executives. Has the authority to approve contract terms and conditions and to make exceptions as deemed appropriate. | Within 8 business hours with either status or resolution. |
| Senior Director of Public Sector Sales Denise Verdicchio | Executive authority to approve terms and resolve issues. | Within 8 business hours with either status or resolution. |

SHI believes in regular and transparent communication with our customers. Our Account Executives meet with the City of Mesa and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history, as well as the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives.

As part of our customer care, we encourage and actively solicit customer feedback. Our Director of Quality, Bernadette Hunsicker, collects customer comments and concerns to ensure they are addressed and resolved as quickly as possible. SHI sends an annual customer satisfaction survey to request feedback on our performance and the services we provide. By soliciting feedback, we remain in touch with our customers' needs.

We have a World Class Support Incentive Program for IAMs who receive positive feedback from customers and partners. IAMs who receive three compliments will receive \$150 to their net pay with unlimited payout potential. Compliments can be sent through the Senior_Management@shi.com email or in any form directed at complimenting the IAMs service and support.



SHI can hold inventory of products in our warehouse, at no additional charge to the customer, for thirty days. After the initial thirty days, SHI may charge a small inventory fee. We may also require the customer to sign a purchase guarantee. All of these factors would be discussed up front with the customer before a purchase is made.

11. Describe how your company will assist customers in navigating OEM warranty process.

SHI Response:

SHI will pass on any included Manufacturer warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information, process information, or assist in escalating with the OEM when necessary.

SHI can offer 3rd party, non-manufacturer warranties that will allow our customers to extend the life of mission critical devices with world-class service and support.

12. Describe how your firm will notify customers of new products.

SHI Response:

In addition to aggressive pricing, will provide National IPA members with product and technology expertise to help ensure that you stay up to date on the latest technology changes, product roadmaps, product transitions, and current manufacturer programs. As a successfully functioning partnership is based on communication, SHI proposes scheduling regular review meetings with each customer. The purpose of these meetings will be to discuss all aspects of the partnership including but not limited to the following:

- Product Roadmaps
- Forecasting of Product Requirements
- Future Product and Services
- Industry trends and updates

SHI Account Executives are supported by our Hardware and Advanced Solutions and Software Licensing teams which consists of vendor-dedicated subject matter experts. This team not only ensures that we are delivering the most up to date product and technology information in a timely manner but also that we are providing access to the best pricing, programs, and levels available to National IPA members.

For example, a current trend in education is creating learning spaces that support creativity, collaboration, innovation, and critical thinking. Based on this trend, we provide ongoing facilitation to our sales teams around the latest technology specific to education. Our Account Executives then bring this information to their clients and help engage them in a conversation about how they can make use of this technology in their environment. We bring internal or partner-based resources to their doorstep to talk over product roadmaps and transitions and how these may impact future plans.

We publish content frequently. Our widely read blog (blog.shi.com) features articles about Public Sector focused technology, software publisher licensing programs, and more. Links to some recent blogs are included below:

<https://blog.shi.com/solutions/3-educational-technology-resources-help-new-teacher/>

<https://blog.shi.com/software/what-education-customers-must-know-about-adobes-licensing-changes/>

<https://blog.shi.com/software/microsoft-extends-office-365-proplus-education-benefits/>

<https://blog.shi.com/hardware/classroom-upgrades-high-tech-teachers/>

We have worked in conjunction with the Center for Digital Government and the Center for Digital Education to publish relevant articles such as a Guide to Choosing Digital Content and Curriculum, as well as sponsoring other quality content like the Top 10 Higher Ed IT issues of 2017.

<http://www.centerdigitaled.com/paper/Guide-to-Choosing-Digital-Content-and-Curriculum-41458.html>

<http://www.centerdigitaled.com/higher-ed/Top-10-Higher-Ed-IT-Issues-of-2017.html>

SHI can and will add relevant content to the website on a regular basis. This may include product announcements, product end-of-life information, support information, or promotions, webinar or special event invitations, and other industry news that will be of interest to the IPA/City of Mesa. SHI will notify IPA of any information before it gets posted.

Please see screen capture below for a sample of our News and Announcements page.

The screenshot shows the SHI website interface. At the top, there is a search bar with the text "Search..." and a magnifying glass icon. To the right of the search bar, there are navigation links: "(0) \$0.00", "Commercial", "Contact Us", and "meghan flisakowski". Below the search bar is a blue header bar with the text "Missouri Govt". On the left side, there is a sidebar menu with the following items: "About SHI", "About SHI", "Awards and Accolades", "Contact Us", "Green IT", "Locations", "News and Announcements", "Leadership", "Events", and "Careers". The main content area is titled "News and Announcements" and "Contract Information". Below this, there is a logo for "TIPS/TAPS PURCHASING SYSTEMS" with the text "TIPS/TAPS Purchasing Cooperative" and "Missouri State and Local Government Contracts". Underneath, there is a "News" section with a "Welcome to our new Checkout system!" announcement. The announcement text reads: "SHI Partners with SciQuest Edge to Offer an Enhanced Procurement Program. SHI International Corp. is now a participating supplier in the new SciQuest Edge purchasing solution, a program offering instant, pre-negotiated savings." Below this, there is a "Preview of new My Home page" announcement: "The MyHome page in the site will be updated soon."

In addition, SHI currently provides seminars and workshops to our public sector customers across the country. We will be pleased to do the same for National IPA and their members. In all cases, we will work with you to determine the right topics, venue, timing, and participants. Some examples include:

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with the State as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together Public Sector IT Professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from Software Volume licensing (Microsoft EA, VMWare ELA), specific product features, and more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution. One recent example is SHI's Video Surveillance Workshop, held in 13 cities across the country, in which we discussed challenges, technology, policy, and future considerations.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ. Current summits include mobility and software asset management (held bi-annually). National is welcome to attend these at no additional charge.

Custom Events - SHI will help IPA and City of Mesa coordinate any event that they believe will be beneficial to the participating entities.

13. Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).

SHI Response:

We understand that a standard reaching end of life requires careful planning to avoid disruption. Our customers receive end of life information early via regular and transparent communication. Once a standard is identified as reaching end of life, we will meet with the customer to discuss options. These may include extending warranty through a third party and continuing to use the product, conducting a buy out and using those funds towards procuring new product, or transitioning/migrating to a new solution. We will engage the customer in a strategic planning session to offer all options and help determine the best course of action.

At times, having a product reach end of life presents a unique opportunity to save money. Your Account Team will monitor the lifecycles of your standard hardware. When a product is coming to End of Life, SHI can often purchase the products at substantially lower pricing. Your Account Team will bring these opportunities to the attention of the National IPA customer in order to determine the timing of the specials versus the timing in which the customer is looking to purchase the products. SHI can hold inventory for these products in our warehouse, at no additional charge to the customer, for thirty days. After the initial thirty days, SHI may charge a small inventory fee. We may also require the customer to sign a purchase guarantee. All of these factors would be discussed up front with the customer to help them make the determination whether an end of life buy-in is an appropriate cost saving measure.

14. *Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?*

SHI Response:

Technical support is not handled in the same manner as customer service. Typically, technical support is handled directly by the OEM/Publisher. In these cases, SHI can assist in getting the customer connected to the right person at the OEM/Publisher.

SHI does offer technical support/helpdesk services for an additional fee.

Customers don't always have, on staff, the expertise needed for the spike in the number of calls to their Help Desk when deploying new technologies or upgrading versions of existing technologies. For many, having the option to funnel that increase in calls to a turn-key solution provided by a third party is much more attractive than increasing internal head-count.

In addition, outsourcing this service can increase overall productivity. Having a resource that can not only answer problems but can also provide end users with user-based tips and tricks can decrease employee downtime.

SHI Technical Support provides your customers Tier 1 Help Desk support for inquiries related to technology deployment, everyday usage and upgrades covering multiple manufacturers. In addition to everyday applications such as Office or Acrobat, this support can be expanded to cover a customer's custom applications. If needed, SHI Technical Support has the ability to provide higher technical and engineer level support for those same technologies.

SHI offers:

- Phone support with a live technician or engineer
- Options for 8x5 or 24x7 support coverage
- Knowledge support for all software publishers as defined in the supported products list
- Optional components that include training modules, knowledge-based websites, engineering time and health checks.

Describe what other services you offer that would be applicable to this contract (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)

SHI Response:

Customer Innovation Center

The SHI Customer Innovation Center is an 8,000 square-foot secure data center that lets your team evaluate and compare how hardware, software and cloud technologies from various OEMs and providers will perform in your environment.

Compare state-of-the-art equipment from SHI's partners - or ship us your own - to design architecture and test proof-of-concepts while collaborating with your own staff or IT industry experts.

SHI has worked with some of our top partners to help make our vision of an independent, multi-vendor environment with technologies from leading manufacturers a reality. Manufacturers' products that are

part of the SHI CIC today include: HP, Dell, EMC, Cisco, NetApp, Veritas, APC, Tripp Lite, Eaton, Pure, Tintri, Nutanix, Lenovo, VMware, Microsoft, Brocade, qLogic, Emulex.

Customers can participate in:

- Demonstrations – evaluate product features and functions in a real working environment
- Bake-offs – compare products under workloads
- Proofs-of-concept – Test next generation equipment without disrupting your datacenter
- Hands-on training – get a deep dive walkthrough from our solution architects.

The CIC is staffed with trained team members who are knowledgeable on the products and the solutions. As technology advances and changes, the SHI CIC will follow ensuring that we have the products and demonstrations that our customers want to see.

When IPA/City of Mesa is ready to evaluate solutions and products, whether it is Virtualization, Cloud Integration, or the latest EUC products, your dedicated account team will work with you to schedule time and develop a plan with the CIC so you can see the best options in the industry, and choose the right solutions based on observation, not speculation.

In addition, we coordinate Executive Briefing opportunities for customers as desired. In these cases, we partner with the manufacturers of interest and hold the briefing at their location. For instance, we have hosted customers at the Lenovo’s Briefing Center in Raleigh, North Carolina, Microsoft’s Briefing Center in Seattle, Washington, and Dell’s Briefing Center in Austin, Texas.

Cloud Solutions

Organizations are moving the cloud faster than ever. Identifying workloads, improving cloud service levels and optimizing cloud performance are all challenges, and SHI has created a variety of services to assist with this transition.

| DESIGN AND ARCHITECT CLOUD SOLUTIONS | |
|--|--|
| PROOF OF CONCEPTS Test, Demo and Evaluate Cloud Platforms or Apps in Alignment with your Business Objectives <ul style="list-style-type: none">• Microsoft Azure Proof of Concepts• AWS Proof of Concepts• Office 365 Proof of Concepts• Google Demo and Testing Environment | CLOUD READINESS ASSESSMENTS Identify & Allocate Cloud Workloads, Aligned to your Business Objectives <ul style="list-style-type: none">• Cloud Readiness Assessments• Vendor Specific Planning Assessments |

| CLOUD COST & PERFORMANCE OPTIMIZATION | |
|--|--|
| <p>CLOUD OPTIMIZATION SERVICES</p> <p>Insight Into Cost and Usage Trends for Optimal Cost Savings</p> <ul style="list-style-type: none"> • Cost Management Services for AWS • Cost Analysis for AWS | <p>INFRASTRUCTURE MANAGEMENT SERVICES</p> <p>Architectural and Real-Time Operational Support</p> <ul style="list-style-type: none"> • Cloud Migration Services • AWS Infrastructure Management • Identity & Security Management • AWS Managed Services |
| <p>WORKSHOPS</p> <p>Accelerate End User Adoption and IT Staff Efficiency</p> <ul style="list-style-type: none"> • Azure and Office 365 Discovery Workshops • Customer Immersion Experience for End Users | <p>HEALTH CHECKS</p> <p>Ensure Your Cloud Platform Delivers Value</p> <ul style="list-style-type: none"> • Performance Rightsizing Analysis • Technical Business Reviews |
| <p>CLOUD LICENSING SUPPORT</p> <p>Understand BYOL to Maintain Compliance and Reduce Risk</p> <ul style="list-style-type: none"> • AWS Asset Tracking & Auditing • 3rd Party License Guidance | <p>HELPDESK & TRAINING</p> <p>Training & Support for End Users and IT Staff</p> <ul style="list-style-type: none"> • Azure - Technical Readiness Training • Azure - Instructor Led Training • AWS - Tier 1 and 2 Technical Support and Guidance |

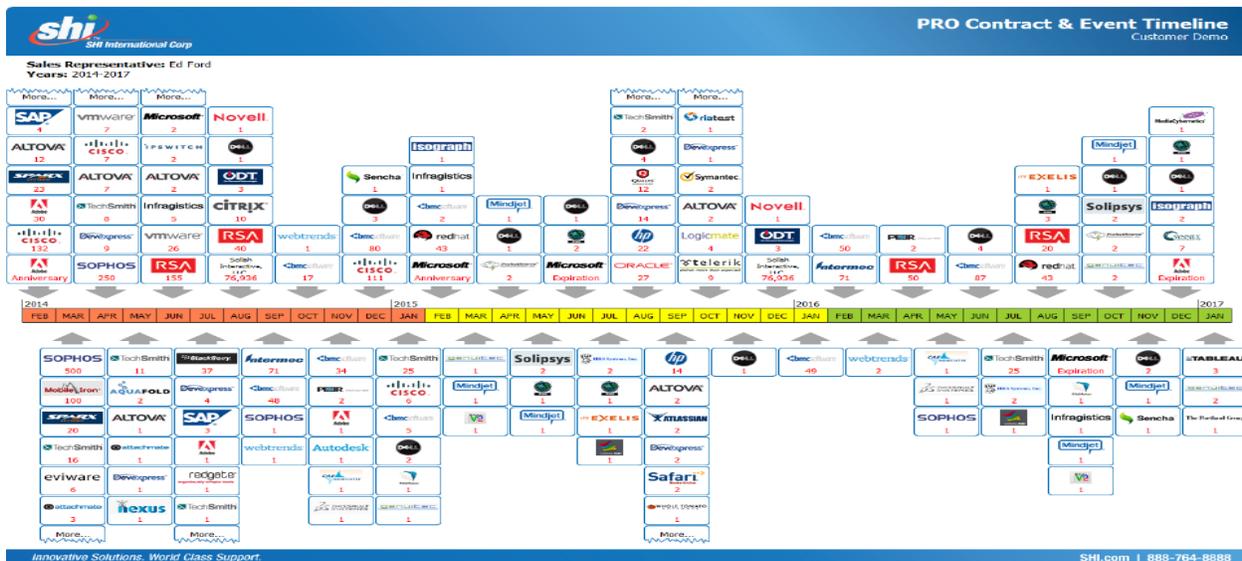
Software Maintenance Administration/Renewal Management Services

SHI has built a tool in response to our customers’ needs around expiring warranties, support agreements, and product maintenance programs. The Renewal Organizer, available as a value add to SHI customers only, and at no additional cost, compiles your technology renewals in a centralized, rolling **36-month** timeline for simplified budgeting and renewal management. The tool is delivered via an interactive on-line portal, with 24/7/365 availability. Each renewal box will contain information relevant to that renewal such as:

- Contract start date
- Contract end date
- Contract Number
- Customer PO.

Through this tool we are able to offer National IPA/City of Mesa proactive management of maintenance, warranty, and support plans will save both time and money. All products purchased through SHI with an expiration date of any kind will automatically be loaded into the Commonwealth’s renewal organizer. Quotes will automatically be sent to the Commonwealth 90 days before the expiration of the service. IPA’s and City of Mesa’s account team will then actively work with the end user to go over options. Regular follow up will continue until the PO is placed or the end user indicates that they are no longer interested in renewing the maintenance or support agreement.

Following is an example of what a customer can expect to see using the PRO Timeline:



In order to be able to provide this level of detail for our customers, SHI collects the maintenance expiration date in our order entry system each time a customer purchases product maintenance. Through our Renewal Organizer, SHI provides visibility and clarity around renewals to each agency, thus complementing the workflow of their own software and hardware renewal lifecycle efforts. These efficiencies support our customers' existing operating processes, and in some instances SHI's Renewal Organizer service even replaces or fills a void in our customers' existing workflows, freeing up our customers' time for other activities. If City of Mesa takes advantage of our PRO timeline it will receive the following benefits:

- Improved management of technology and renewals, as SHI provides proactive notification of maintenance renewal periods for all relevant technologies in your environment
- Improved budgeting and ordering efficiencies
- More support (road maps, licenses options, potential for volume purchasing)
- Reduce overall maintenance spend by avoiding unnecessary costs associated with selecting a less-than-ideal buying program or pattern (e.g., contractual vs. transactional buying programs, individual purchases vs. leveraging cumulative spend, etc.)
- Reduce overhead (makes it much easier to manage multiple suppliers)
- Simple setup, SHI guides customers through the onboarding and acquisition stage
- No cost and no risk to initiate the service
- Assistance with negotiating with the manufacturers to co-term maintenance or warranty contracts, when permitted by the manufacturers' programs

15. Describe options for leasing and financing and the various payment methods accepted.

SHI Response:

SHI offers flexible leasing plans for hardware and finance plans for software to ease upfront costs and increase IT flexibility. More and more customers are moving away from owning IT and moving into the business of IT. SHI financing can help them seamlessly make this shift. SHI has an internal leasing and financing group which allows us to be extremely flexible in terms of payment options and paperwork.

We can accommodate almost any payment method/schedule and will work with the customer to construct a plan that best suits their needs.

TAB 3 - PRICING FORMS.

The cost portion of the Response should include the following criteria:

- 1. Provide price proposal as requested on the Pricing Document (Attachment A – “National” TAB) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City’s Market Basket listed in Attachment A.*
- 2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers’ offers, free goods program, total annual spend, etc.*

SHI Response:

SHI has included the necessary pricing forms as a separate document to our response.

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. *Other vendors may* use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When *a vendor* manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

In addition, SHI welcomes the opportunity to discuss our price offering for National IPA in more detail, and we are willing to offer alternate pricing models at your request.

TAB 4 - QUALIFICATIONS. (ABILITIES, EXPERIENCE AND EXPERTISE).

The following information should be included:

- 1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.*

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

- 2. Provide the total number and location of sales persons employed by your firm.*

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response as it relates to our capabilities to support a National Contract. The City of Mesa has a dedicated account team that includes the following team members:

Account Executive - Amelia Jakubczyk: Amelia develops relationships with representatives throughout City of Mesa in support of all the City's IT needs. Amelia will conduct face-to-face meetings to understand the City's needs; will establish a customized service and support plan; and will construct a pricing strategy critical to the City's development. Amelia will respond to inquiries for resolution within 4 business hours; she has worked in this area for over 5 years.

Regional Director, Public Sector West – Alison Turner: Alison coordinates the efforts of the Account Team in direct support of the City of Mesa and is the point of contact for any issues that arise and need escalation. With over 20 years in the industry, and with experience working in Education and Government during that time, Alison has the expertise and customer focus necessary to implement an exceptional Information and Technology Solutions and Services contract for the city. Alison will respond to inquiries within 8 business hours.

Inside Account Managers (IAMs) — Rob DiGiovanni, EJ Williams, and Jason Miller: SHI's Inside Account Managers maintain direct relationships with the customers and have the responsibility of ensuring customer satisfaction. Functional areas such as pricing, availability, order entry, tracking, returns, product information, and expediting of orders are an integral part of their daily activities. They execute the plan established by the Account Executive for a customer. There are three Inside Account Managers mentioned above who support City of Mesa; they all have experience working exclusively with Public Sector accounts, and specific experience with Maricopa County.

These three Inside Account Managers report to **Corrin Bennett, Inside Sales Manager**. Corrin has been with SHI for eight years, and has been both an Inside Account Manager and a Sales Operations Manager. Customer service is very important to Corrin, and she is always happy to assist the team as needed.

3. Provide the number and location of support centers (if applicable).

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

4. Provide Public sector sales figures for 2014, 2015 and 2016 and the percentage mix of hardware, software, and services

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

5. Please submit your FEIN and Dunn & Bradstreet report.

SHI Response:

SHI has provided an answer to this question in the Attachment D portion of this response.

6. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.

SHI Response:

Founded in 1989, SHI International Corp. is a global provider of technology products and services. Over the past 28 years, SHI has evolved from a \$1 million “software-only” regional reseller into a global, full lifecycle provider of technology, services, and solutions. SHI is ranked 9th among CRN's Solution Provider 500 list of North American IT solution providers. With over 3,500 employees worldwide, SHI is the largest Minority and Woman Owned Business Enterprise (MWBE) in the United States.

SHI International Corp. is headquartered in Somerset, New Jersey and has 30+ offices worldwide. As a privately held company, we have remained under the same ownership since 1989, and most Vice Presidents and Managers have been dedicated to SHI for more than 15 years.

SHI has been focusing on the specific needs of our Public Sector customers for over 20 years. Our first state-wide contract was awarded in 1994; since then we have continued to build and focus on the specific needs of public sector customers.

Today our Public Sector business unit consists of over 300 team members who are dedicated specifically to public entities across the country, allowing SHI to build connections and partnerships with each entity and to dive deeply into the infrastructure, procurement, and regulation obstacles that they face. For 2016 SHI reported earnings of \$7.5B, which demonstrates 15% growth over 2015. We are projecting earnings of \$8.2B for 2017 continuing to show substantial YoY growth. SHI has a financially strong and stable business model that has proven itself over time. Providing a compelling value to our entire customer base, SHI is able to offer the most advantageous pricing models of our top 4 competitors, while simultaneously maintaining our profitability with the lowest overhead cost structure in the industry.

SHI has had the pleasure of serving the City's software and product needs since 2011. Our relationship with the City began with the award of the previous WSCA SVAR Contract and has continued since using other cooperative contracts. SHI's value to the City comes from our extensive expertise in understanding complex licensing, determining the best products for the City's needs, customer service and overall ease of use. To date the City has spent \$6.6m with SHI, mostly in software and some miscellaneous products.

We value the relationship with the City of Mesa and look forward to serving the City's needs for years to come.

- 7. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.*

SHI Response:

SHI has provided references on Attachment C, which can be found later in this response.

- 8. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.*

SHI Response:

Immediately following are the resumes for the SHI team that is dedicated support for the City of Mesa. If necessary, SHI can provide specific account team information for IPA customers.

SHI is providing the following three references for Amelia. Should additional information be needed or references for other team members be required, SHI will be happy to assist where possible.

Arizona Department of Administration – State of AZ

Deputy State Procurement Administrator

Terri Johnson

602-542-9122

Terri.johnson@azdoa.gov

Amelia worked closely with Terri Johnson as the former Contract Administrator for the WSCA SVAR Contract. Amelia had regular cadence calls/onsite visits with Terri to conduct quarterly reviews, provide industry knowledge and assist with any customer related inquiries/challenges. From Terri, "Amelia – was the original point of contact regarding the SVAR contract for AZ starting in 2011. Through her initiative and the focus of SHI corporate, Amelia was able to assist the state through a seamless transition from one contract set to another. Amelia personally took the time to establish points of contact and customer relationships within the State agencies. SHI corporate was instrumental in hiring additional staff as needed to ensure full coverage for the state and its cooperative members."

Arizona Department of Transportation

Steve West, CIO

C: 602-690-4209

swest@azdot.gov

Amelia has worked with Steve West throughout his tenure within Arizona Government, most recently with the Arizona Department of Transportation. Projects include a large HP hardware refresh,

discovering and managing large license agreements and acting as a trusted advisor in the reseller community.

State of Nevada, Nevada State Purchasing

Marti Marsh, Purchasing Officer

775-684-0180

mmarsh@admin.nv.gov

Amelia has worked closely with Marti Marsh of the Nevada State Purchasing Office since 2011. During this time Amelia served as the main point of contact on multiple statewide contracts Marti is responsible for: Former WSCA SVAR, NASPO SVAR, NASPO HP, Lenovo, EMC, NetApp, Cisco, etc.

Immediately following are resumes for the City of Mesa Team. Should additional information be needed, SHI will work to provide where appropriate.

Denise Verdicchio



DESCRIPTION OF WORK & PROFESSIONAL EXPERIENCE

Senior Director, Public Sector

Somerset, NJ

Lead \$1.3B business unit, including team of 6 Regional Directors and 100 Account Executives in all aspects of sales, service, business development, account management, solutions implementation, and issue resolution across North America.

- Collaborate with leadership team to craft and deliver custom IT solutions and services for all aspects of City of Mesa.
- Provide personalized management and information sharing, resulting in creative and innovative environment for SHI team and City of Mesa.
- Develop and implement short- and long-term sales and business plans, as needed.
- Excel to develop, motivate, and team build, ensuring SHI and City of Mesa teams work exceptionally.

CREDENTIALS & BACKGROUND

SHI

Director, East Region SLED

2013 - 2015

- Lead team of 17 Account Executives in all aspects of sales, service, business development, account management, solutions implementation, and issue resolution for 8-state territory.
- Managed daily operations in SHI's largest region, representing over \$200M in annual revenue.
- Collaborated with customers to procure and implement software and hardware, system configuration, data-center optimization, cloud computing, IT asset management, and other computer solutions.
- Traveled extensively to client sites to provide in-person client support and drive new business opportunities, teaming with IT vendors and strategic partners.

Account Executive

2010 to 2017

NJ State and Local Government

- Developed new business, serviced customer needs, and oversaw daily account management for public sector clients in NJ State and Local Government.
- Collaborated daily with customers to provide information, resolve issues, communicate SHI offerings, and secure quotes through customized procurement systems.
- Negotiated deals, supported customer contracts, and delivered sales presentations to deliver comprehensive IT solutions.

Account Executive

1998 to 2010

North Carolina Commercial Accounts

- Orchestrated customized, total IT solutions for Duke Energy, SAS Institute, Wake Forest University, and other commercial accounts in region.

EDUCATION & CERTIFICATIONS

Bachelor of Arts Degree

Double Major: Psychology and Sociology
Honors Graduate

Rutgers College

Certified Microsoft Sales Professional

VMWare Sales Specialist

McAfee Certified Sales Professional





DESCRIPTION OF WORK & PROFESSIONAL EXPERIENCE

Director, West Region

Kirkland, WA

IPA/City of Mesa Primary Contact

Manage team of field-based Account Executives for City of Mesa

- Collaborate with team to craft and deliver custom IT solutions and services for all aspects of City of Mesa.
- Help to procure software and hardware.
- Manage IT asset and cloud computing as needed.
- Coordinate resources within SHI and City of Mesa to grow and maintain mutually beneficial customer relationships.

CREDENTIALS & BACKGROUND

Microsoft

Senior Licensing Sales Specialist

Seattle, WA

2011 - 2013

- Initiated complex software licensing solutions for key Academic customers in the Western U.S.
- Increased account penetration and exceeded sales commitments in excess of \$90 million annually.
- Engaged with senior management, business unit management, product groups, finance and operations to design strategic approaches to accounts.
- Maintained relationships with partners and customers to ensure successful implementation of strategies.

Dell

Senior Regional Sales Manager

Seattle, WA

2007 to 2011

- Managed team of sales professionals responsible for software and related solution sales into Major Public Accounts, including state, local, and education customers.
- Recruited, coached, evaluated, and managed staff of up to 15 field account executive.
- Coordinated software proposals.
- Aligned efforts with other Dell departments to secure trust and engagement with state government and education IT initiatives.

ASAP Software

Director, State & Local Government and Education

Seattle, WA

2001 to 2007

- Helped state and local government and education customers develop RFPs and acted as Project Manager for major software proposals. Generated over \$100 million annual revenue for State & Local and Education sector.

EDUCATION & CERTIFICATIONS

Master's in Business Administration

Marketing Concentration/Ranked top 10%

Washington University

1993

Bachelor of Arts/Marketing Major

Kansas State University

1991

Microsoft Certified Personnel

2011

SHI Chairman Club

2015

Microsoft Circle of Excellence

2013

Dell Rewards & Recognition Program Silver Award Recipient

2011





**DESCRIPTION OF WORK &
PROFESSIONAL EXPERIENCE**

Public Sector Account Executive

Denver, CO

IPA/City of Mesa Primary Contact

Develop partnership with City of Mesa to service needs and oversee daily account management for the City. Engage daily with customers to provide information, resolve issues, communicate SHI offerings, and enable access to secure quotes through customized procurement systems.

- Maintain the NASPO SVAR Contract in Nevada for State & Local Government.
- Successfully manage multiple NASPO and local contracts both in Arizona and Nevada
- Work with internal team to create proposals and quotes.
- Build and maintain customer relationships at all levels within an organization.
- Act as an advisor for customers to determine the best value for their needs.

**CREDENTIALS &
BACKGROUND**

SHI International Corp.

Services Executive, West Region

2009 - 2010

- Conducted road shows and service presentations to all levels of management.
- Participated in a multitude of Vendor Webinars and Seminars.
- Acted as liaison between technical resources and business users.
- Supported Small Medium Businesses as well as Enterprise Sales Account teams by creating and substantially increasing IT services business for existing and new accounts.
- Developed and managed many successful vendor and distributor channel relationships.
- Managed multiple projects from start to finish, including weekly status calls with partners and customers.

TEKsystems, Inc.

Westminster, CO

2004 to 2009

Senior Technical Recruiter

- Managed contract employees while on assignment. Assessed and investigated contractor related problems, and administer performance counseling, coaching, and disciplinary measures when necessary.
- Built and maintained long-term relationships with consultants in order to place in future engagements.
- Sponsored and attended Denver/Boulder Java User Groups to network and learn about new industry trends.
- Coordinated consultant events ranging in size of 5-250. Primary contact for summer event, holiday party and consultant appreciation events throughout the year.

Corporate Trainer

- Facilitated week long course to train and teach newly hired recruiters how to do their jobs more effectively. Courses include: Company History, Process, Tools and Day to Day operating rhythm.

EDUCATION & ACTIVITIES

Community College of Denver

Denver, CO

1998

Affiliations - Sponsor and member of Denver Java User Group, Boulder Java User Group

Professional Development - Shapiro Negotiations Institute - *The Power of Nice*, Train the Trainer, Emily Griffith Real Estate Broker Program (Associate Broker, inactive), Barry Rhein & Associates - *Selling through Curiosity*

VMware VSP (VMware Sales Professional) Certified

2009/2014

McAfee Sales Professional Certified

2010





**DESCRIPTION OF WORK &
PROFESSIONAL EXPERIENCE**

Director of Enterprise Inside Sales/Public Sector

Somerset, NJ

Collaborate with Senior Management on strategy and focus to increase participation in department initiatives. Promote world-class support to City of Mesa and internal support teams; enhance SHI tools and applications through collaboration with internal development teams.

- Align with Outside Sales team to initiate new relationships within IT industry.
- Drive growth of profitability for SHI and City of Mesa, identifying opportunities for development of internal tools and applications.

**CREDENTIALS &
BACKGROUND**

SHI Public Sector

Senior Inside Sales Manager

2009 - 2017

- Managed SHI Public Sector Inside Sales Division, setting new initiatives for team while maintaining world-class support for customers.
- Maintained support and coverage for customers while managing territories.
- Acted as point of escalation for customers and public sector directors to help resolve issues and support team.
- Collaborated with internal teams to create new tools with added functionality for customers.

Inside Sales Manager

2005 to 2009

GSA Administrator

- Trained and managed 6 Public Sector Inside Sales Teams, creating healthy work environment and incentive programs.
- Created proposals and modifications to SHI's GSA schedule.
- Passed annual GSA Audits for continued contract renewal.

Inside Account Manager

2004 to 2005

Federal Team

- Solicit business and create quote proposals for Information Technology products and services; process custom orders and provide consistent updates for status and tracking.

Ekornes, Inc.

2001 to 2004

Customer Service Representative/Lead Trainer

- Provided clients with exceptional service and support while managing group of accounts; promoted to Lead Trainer for Customer Service Representatives in 2003.

**EDUCATION &
CERTIFICATIONS**

Bachelor of Arts Degree

Rutgers College

2002

Political Science



Corrin Bennett



DESCRIPTION OF WORK & PROFESSIONAL EXPERIENCE

Inside Sales Manager Somerset, NJ

- Provide support and guidance to City of Mesa sales team.
- Arrange and schedule necessary training for IAMs.
- Monitor and review employee performance.

CREDENTIALS & BACKGROUND

SHI SLED Sales Operation Manager 2014 - 2017

- Assisted management with academic and local government initiatives.
- Collaborated with sales team to manage efficient processes.
- Supported implementation of new policies and procedures.

Inside Account Manager 2009 to 2014

- Represented SHI as central point of contact for customers.
- Provided outstanding customer service and support.
- Acted as liaison between Account Executives, customers, and SHI internal departments.

Inside Account Manager Federal Team 2004 to 2005

- Solicit business and create quote proposals for Information Technology products and services; process custom orders and provide consistent updates for status and tracking.

EDUCATION & CERTIFICATIONS

Bachelor of Arts Degree Communications **Rutgers College** 2008



Ernest Williams
 Robert DiGiovanni
 Jason Mitchell



**DESCRIPTION OF WORK &
 PROFESSIONAL EXPERIENCE**

Inside Account Managers

Somerset, NJ

Working with our tenured management supervisors, our team builds successful relationships with the City of Mesa team and internal support teams; we work collaboratively to provide immediate customer support for any pending issues or concerns. Manage Microsoft licensing agreements and Adobe licensing agreements, as well as contracts including WSCA, PACE, and E&I.

- Manage and maintain over 100 public sector West Coast accounts successfully, including SLED accounts in AZ, CO, OR, and NV, and other states.
- Help negotiate prices, terms of sales, and service agreements for City of Mesa.

**COMBINED CREDENTIALS &
 BACKGROUND**

Central Moving Systems

Relocation Services

2013 - 2015

- Provide exceptional quality and standards for corporate and residential moving processes.
- Conducting warehouse packing and unpacking.

RWJ Health & Wellness Fitness Centers

Sales Intern, Summer

2012 to 2013

- Supported customer scheduling and other services, providing one-on-one attention.
- Conducted cold calls to increase gym memberships and revenue.

Professional Proficiencies

- Microsoft Office - Word, Excel, PowerPoint
- Salesforce
- AX

Academic Experience

- Excelled in courses specializing in Leadership and Management skills
- Focused studies in Marketing and Finance, exploring economic trends, sales management, accounting, computer skills development, and professional communication.
- Business Economics Minor

**COMBINED EDUCATION &
 CERTIFICATIONS**

Bachelor of Arts Degree
 Communication Studies

West Virginia University

2013

Bachelor of Science Degree
 Exercise Science and Sports Studies

Rutgers University

2014

Bachelor of Arts Degrees
 Economics
 Political Science

Rutgers University

2017

9. Provide information regarding if your organization ever failed to complete any work awarded.

SHI Response:



We are proud to report we do not have any failed projects. With each project we strive to do our best, and although we realize perfection is rare, we work closely with our customers to review and discuss how we can improve our processes, products, and services to help ensure our continued evolution and success.

10. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

SHI Response:

SHI has not been involved in litigation, bankruptcy, or reorganization.

TAB 5 – TECHNOLOGY.

1. *Describe your website and the ease-of-use for customers to perform the following types of tasks:*
 - a. *to search for products*
 - b. *to find alternate products (if a certain product is not available)*
 - c. *to perform side-by-side price comparison of products*
 - d. *to order products*
 - e. *to track order status, to include backordered items*
 - f. *to determine when an item was received and who received it*
 - g. *to restrict/block the ordering of certain line items and to restrict/block the ordering of groups*
 - h. *to create approval paths/levels for orders, to include creating an approval path for restricted items*
 - i. *to create a “favorites” list or subscribed purchases other personalized list of frequently ordered items*
 - j. *to create a “shared” list for an agency to use*
 - k. *to obtain online customer service*
 - l. *to receive online training*
 - m. *to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)*
 - n. *to track their budget for purchases*
 - o. *to generate reports*

SHI Response:

SHI’s ecommerce site was developed in house. As such, it is one of the most flexible tools in the industry. In addition, we offer approval routing that allows for one user to create and send a quote to another user for approval. Also, quotes that are requested via email, fax, or phone can be published by the Inside Account Managers to the ecommerce site for visibility and future reference.

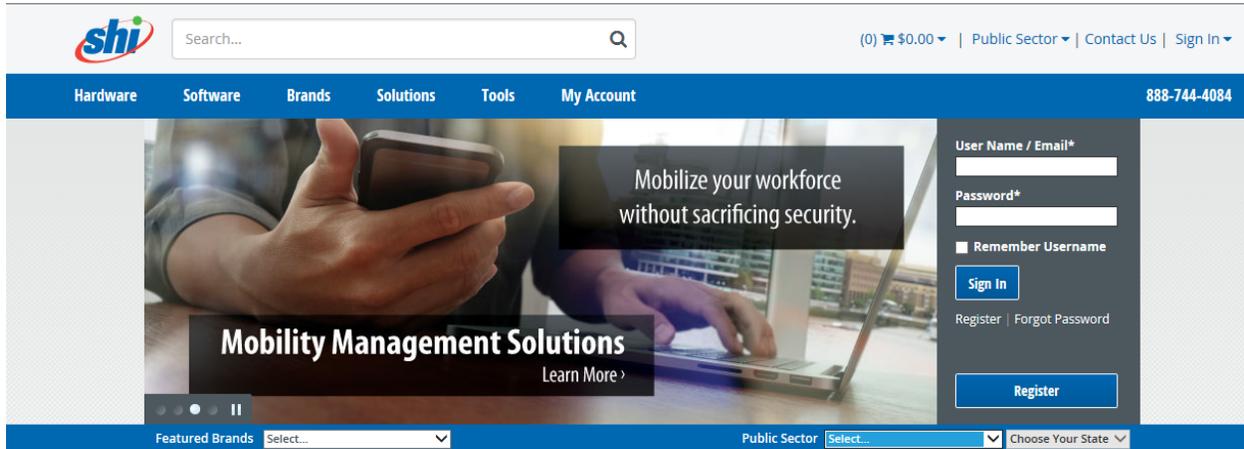
While the master catalog will be available to all participating entities, each individual customer under this contract will also have the opportunity to request their own customized product catalog based upon any customer-specific needs. Custom catalogs are built based on input from the customer’s IT standards groups, via the definition of base systems and permitted options, and licensing programs.

SHI.COM Public Sector catalog (<https://www.publicsector.shidirect.com/>) is a public walk-up site and requires no password. It has been available to the public for over 16 years. SHI hosts a public page for each individual state and vertical. In addition to the public site link, SHI will provide City of Mesa a custom e-commerce site. This personalized, password-protected site is accessible only to authorized users, determined by City of Mesa. The City’s web portal will display only the products and other website requirements that are part of this contract.

SHI’s web-based procurement platform provides the latest in functionality and the best in user-friendly interface. SHI.COM also offers functionality designed specifically for business-to-business. Whether used as a stand-alone procurement system or integrated with your own current procurement systems,

SHI.COM provides the functionality and customized user experience needed to manage IT procurement workflow.

If awarded, SHI’s web administration team will work with the key stakeholders at City of Mesa to integrate with any e-Procurement catalogs whether state-hosted or punchout (roundtrip). This process typically takes about 1 week.



Above is a sample screenshot that shows what the City’s custom e-commerce site might look like. Upon receipt of contract, your site will be configured to fit all of the contract requirements. If the City wishes to view this site please go to <https://www.publicsector.shidirect.com/>, select “Sign in” on the top right hand side of the public site. A drop down box will appear. Click “Register” to be directed to the new user registration page seen below.

A screenshot of the "New User Registration" page. On the left is a sidebar with "Options" and links for "Sign In", "Forgot User Name", and "Forgot Password". The main content area has the heading "New User Registration" and the question "Do you have a Customer Token / Access Key ?" with "Yes" and "No" buttons. Below this is the heading "Enter your Customer Token / Access Key" and two input fields: "Customer Token" and "Customer Access Key". A "Next" button is located at the bottom right of the form.

You will select “Yes” when asked if you have a token and access key. Your token is **90949** and your access key is **MU5XB2J3PL**. Once you enter these you will be asked to create a user name and password. Once complete you will be directed to the site. Today the site is in development and as such only shows sample products and pricing. Upon award, we will work with you to create a custom catalog, add appropriate contract numbers, and the additional content desired by the City.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.COM. SHI can schedule trainings based on the customer’s level

of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

Your Catalog

With thousands of manufacturers represented, your product catalog is fully customized to reflect contracted products and pricing available through SHI, as well as special pricing programs for which you are eligible, such as licensing programs or other volume programs. The catalog can be as broad or as narrow as you need to fit your needs.

The screenshot shows the SHI catalog landing page for a customer. The page features a blue header with the SHI logo, a search bar, and navigation links for Hardware, Software, Brands, Solutions, Tools, and My Account. The main content area is titled "Welcome to the SHI Catalog for 'Your Company'". A sidebar on the left lists product categories: My Products, Software, Hardware/Peripherals, Bundles, Configurable PCs, and Servers. The main area displays six product cards with images and prices. Callouts highlight customization options: "We can customize the welcome message" points to the header text; "We can make this your logo" points to the SHI logo; "We can customize your catalog to be as large or as small as you need" points to the sidebar; and "We can put any 6 items on the landing page" points to the product grid.

| Product Name | Price |
|--|------------|
| Targus Zip-Thru Air Traveler Backpack - notebook carryi... | \$84.00 |
| Targus 15.6" Messenger Laptop Case - notebook... | \$27.00 |
| Lenovo ThinkPad X250 20CM - 12.5" - Core i5 S3000 r... | \$1,256.00 |
| 22IN WS LCD 1680X1050 1000:1 THINKVISION T2254... | \$257.00 |
| Kensington Pro Fit Wireless Media Desktop Set - keyboa... | \$52.00 |
| Dell P2414H - LED monitor - 24" | \$267.00 |

After log on, the customer can search by using a variety of criteria:

- Keyword search
- Browse manufacturers
- Browse by product category and type

The screenshot shows the SHI website's search results page. At the top, a search bar contains the word "printer". Below it, a list of search suggestions is shown, including "Dell Color Laser Printer C3760dn - printer - color - laser" and "Lexmark MS810tn - printer - monochrome - laser". A callout bubble points to the search bar with the text: "Type keywords or part numbers into the search box. The site will provide suggestions".

The main content area is titled "Search Results" and shows "Showing 1 - 20 of 2169" results. A "Filter By Keyword" section is visible on the left, with "Search" and "Clear" buttons. Below this, there are sections for "Category" (Hardware, Printers, Scanners, and Supplies, Printers) and "Manufacturer" (ASSA ABLOY (110), Brother (111), Canon (90), Datamax (276), Epson (834)). A callout bubble points to the "Filter By Keyword" section with the text: "Filter your search results by keyword".

The search results are displayed in a table with columns for "Image", "Product Name", "MSRP", and "Price". A callout bubble points to the "MSRP" and "Price" columns with the text: "Refine your search results by manufacturer, MSRP, or product-specific criteria such as diagonal size for monitors or printing speed for printers".

Commonwealth Standards

The screenshot shows the SHI website's "My Products" section. The page title is "Welcome to the SHI Catalog for 'Your Company'". On the left, there is a "My Products" sidebar with a "Software" folder selected. A callout bubble points to the "Tools > Favorites" link in the top navigation bar with the text: "You can also access this area by clicking Tools > Favorites".

The main content area displays a grid of product cards. A callout bubble points to the "My Products" sidebar with the text: "We can put your company standards under My Products. The folders can be customized to group products together based on your preferences".

On the right side, there is a "Useful Links" section with links for "Order Status", "Retrieve Quotes", "Reporting", and "Account Info". Below that is a "Finding Products" section with links for "Product Search" and "Category".

The screenshot shows the SHI Corporate Standards web application. The interface includes a top navigation bar with the SHI logo, a search bar, and a shopping cart icon showing a total of \$548.00. Below the navigation bar are tabs for Hardware, Software, Brands, Solutions, Tools, and My Account. A left sidebar contains a hamburger menu icon and a list of categories: My Favorites, Corporate Standards, Hardware/Peripherals, Bundles, and Configurable PCs. The main content area is titled 'Corporate Standards' and features a 'Favorites Help' link. Below this is a section for 'Previously ordered products' with a 'Sort By' dropdown set to 'Most Recently Added'. A table lists two products:

| Product | Price | Part # | Availability | Quantity |
|--|---------|----------|--------------|---|
| <input type="checkbox"/> Targus 15.6" Messenger Laptop Case - notebook carrying case | \$27.00 | 15206408 | | 1 <input type="text"/> <input type="button" value="✔"/> |
| <input type="checkbox"/> Targus Zip carrying b... notebook | | 836572 | | 1 <input type="text"/> <input type="button" value="✔"/> |

Four red callout boxes provide instructions:

- Click the hamburger menu to view the available groups in a pop out menu
- Please review the Favorites Help document for more detailed information
- Click on the product name to view more details for an item
- Click the truck icon to view real-time inventory

View Product Details

Lenovo ThinkPad X250 20CM - 12.5" - Core i5 5300U - Windows 7 Pro 64-bit / Windows 8.1 Pro 64-bit downgrade...

Category: Notebook computers
 Product Pricing: \$1,256.00
 Availability: **Check real-time inventory**
 Quantity to Order:
 Add to Cart Add To My Favorites

View all Notebook computers by Lenovo >>

Customers Who Bought These Item(s) Also Bought

- TopSeller Onsite Warranty - extended service agreement - 3 yrs - on-site - \$174.00
- PRO DOCK -90W FOR THINKPAD - \$205.00
- Case Logic 14" Laptop Backpack - notebook carrying backpack - \$37.00
- Kingston SSDNow V300 - solid state drive - 240 GB - SATA 6Gbps - \$79.00

Related Products

- Notebook Docks and Port Replication - PRO DOCK -90W FOR THINKPAD - \$205.00
- Warranties - Lenovo TopSeller Onsite Warranty with Accidental Damage Protection with Keep Your Drive Service with Sealed Battery W... - \$169.00
- Warranties - Lenovo TopSeller Onsite Warranty with Keep Your Drive Service with Sealed Battery Warranty with Priority Support - ex... - \$104.00

Specifications

Product Id: 2991246
 Description: Lenovo ThinkPad X250 20CM - Ultrabook - Core i5 5300U / 2.3 GHz - Windows 7 Pro 64-bit / Windows 8.1 Pro 64-bit downgrade - pre-installed: Windows 7 - 8 GB RAM - 500 GB HDD (16 GB SSD cache) - no optical drive - 12.5" 1366 x 768 (HD) - Intel HD Graphics 5500 - 802.11ac - WWAN upgradable - TopSeller

Add Products to the Shopping Cart

From here, a user who has not yet logged in can manage the items in the shopping cart, continue to shop, or finalize the purchase (if the user clicks “checkout”, SHI.COM requires the user to log into the system). If the user has logged into SHI.COM, he is presented with the additional options to save the items as a quote or to send the shopping cart to your SHI Sales Team to obtain an “official” SHI quote.

The screenshot shows the SHI.COM shopping cart interface. At the top, there is a search bar, a cart icon with a quantity of 2 and a subtotal of \$1,522.91, and a 'Contact Us' link. Below this is a navigation bar with links for Hardware, Software, Brands, Solutions, Tools, My Account, and a 'US PRO DEMO' button. The main content area displays 'Your recent changes are highlighted.' and 'There are 2 item(s) in your shopping cart'. A table lists the items:

| Product | Unit Price | Quantity | Extended Price | Remove |
|---|------------|----------|----------------|--------|
| Adobe Acrobat Standard DC 2015 - license Product Id:30202195 Mfr Part #: 65258978AA03A00 Added On : 4/13/2016 1:51 PM | \$274.00 | 2 | \$548.00 | ✖ |
| Lenovo ThinkCentre M73 10B6 - SFF Product Id:27668225 Mfr Part #: 10B60008US Added On : 4/13/2016 5:39 PM | \$974.91 | 1 | \$974.91 | ✖ |

The Lenovo item has a blue arrow icon next to its name and a list of options: New Employee Image, Upgrade to 4GB of RAM, and Lenovo ThinkVision E2323 - LED monitor - 23". A callout box points to these options with the text: 'Click the arrows to view the options you selected for your configured system'. To the right of the table is a 'Shopping Cart Actions' panel with buttons for Update, Undo, Remove All, Send Cart, and Save as Quote. A callout box points to the 'Save as Quote' button with the text: 'You can save your cart as a quote'. Below the table is a 'Check Out' button, with a callout box pointing to it that says: 'Click here to begin Check Out'. The subtotal at the top right of the cart area is \$1,522.91.

Saved Quote

The saved quote remains valid on SHI.COM for thirty days. At any time within those thirty days, the user can change/add to the items saved in the quote or send the contents of the quote (with saved pricing) back to the shopping cart to finalize the purchase.

The screenshot shows the SHI.COM interface. At the top, there is a navigation bar with links for Hardware, Software, Brands, Solutions, Tools, and My Account, along with a 'US PRO DEMO' indicator. The main content area is divided into two sections: 'Quote List' and 'Quote Details'.

Quote List: This section contains a search form with two input fields: 'Quote #' (containing '1135818') and 'Email:' (containing 'amanda@example.com'). Below these fields are 'Search' and 'Clear' buttons. A dropdown menu labeled 'View all quotes for:' is set to 'Myself'. A red callout bubble points to the search fields with the text: 'To retrieve your published quote, enter the quote number and the email address, then click Search'.

Quote Details: This section displays the following information:

- Quote #: 1135818
- Quote Name: test
- Created Date: 4/8/2016 5:20:00 PM
- Expiration Date: 4/30/2016
- Total: \$17.45
- Comments:

On the right side, there are fields for Contact, Company, Email, Phone, Fax, and Address, all of which are currently blank.

Below the details is a table with the following data:

| Product Id | Product Details | Quantity | Price | Extended Price |
|------------|---|----------|---------|----------------|
| 24990112 | HP 932 - CN057AN - print cartridge - black Manufacturer: HP, Inc. Mfr Part #: CN057ANR140 | 1 | \$17.45 | \$17.45 |

At the bottom right of the table, the text 'Total: \$17.45' is displayed. Below the table is a row of four buttons: 'Add to Cart', 'Print View', 'Delete Quote', and 'Back'. A red callout bubble points to the 'Add to Cart' button with the text: 'Click Add to Cart to move the items from the quote into your cart. You can make changes once the items are in your shopping cart'.

Configuring a System

The process of selecting and configuring a product begins when the user clicks a configurable system in Search Results or within featured products. The systems are displayed with a picture, summary of its characteristics, and price before adding options. SHI.COM presents all products in the same fashion, with consistent groupings of options by category.

Configurable PC's Favorites Help

[Add to Cart](#) [Select All](#) [Deselect All](#) Sort By: Most Recently Added

| | Product | Price | Part # | Availability | Quantity |
|--|-----------------------------------|------------|--------|--------------|--|
| | HP 800Eo All-in-One | \$1,065.00 | 5317 | | Select the item to configure |
| | HP ProBook | | 5313 | | Select the item to configure |
| | Lenovo ThinkCentre M73 10B6 - SFF | \$652.00 | 111 | | Select the item to configure |

shii Search... (1) \$548.00 | Contact Us

Hardware Software Brands Solutions Tools My Account US PRO DEMO

Help us improve search

Filter By Keyword

[Search](#) [Clear](#)

X 10B6000BUS

Category

Search Results

Showing 1 - 2 of 2 Results per page: 20 50 Sort By: Best Match

| Compare | Product Details | Price |
|---------|---|----------|
| | Lenovo ThinkCentre M73 10B6 - SFF - 1 x Core i5 4570 / 3.2 GHz - RA... Mfr Part #: 10B6000BUS SHI Part #: 27668225 | \$652.00 |

Customize the System

Prior to adding the product to the Shopping cart, the user is brought given the option to configure the base system with options designated as acceptable by the City of Mesa. The user simply clicks on the options he wants included in the final product.

As options are selected, SHI.COM updates the general availability of each configuration based upon the availability of each component. As the user adds and removes components to the base system, SHI.COM calculates an estimated time to ship to the user. SHI.com also tells the end user what selected component is contributing the longest lead-time. This is designed to allow the end user to make informed decisions based upon their particular needs: for some users, getting a useable system quickly may be more important than obtaining a particular option or upgrade that would delay the production of the machine.

The screenshot shows the SHI.COM website interface for configuring an HP ProBook 640 G1 laptop. The main product title is "HP ProBook 640 G1 - 14" - Core i5 4310M". The base system price is \$815.00, and the price as configured is \$1,570.00. The quantity to order is set to 1. There are "Add to Cart" and "Print" buttons. The configuration options are listed under "System Options" and "Configuration":

- Image for Laptops (+ \$19.00)
- PC Configuration: Asset Tagging & Reporting - Per 1x Unit (+ \$3.00)
- PC Configuration: Custom BIO Adjustments (+ \$6.00)
- Custom Configuration: HDD Encryption - Per 1x drive / Custom (+ \$12.00)

Under "Warranty", there is an option for "Electronic HP Care Pack Next Business Day" (+ \$593.00). Under "Options", there are options for "HP 2012 90W Docking Station - Docking station - US" (+ \$122.00), "C2G Cat5e Snagless Unshielded (UTP) Network Patch Cable - patch cable - 3.1 m" (+ \$12.00), and "Acer V246HLBD - LED monitor - 24" (+ \$136.00). Red callout boxes highlight that users can customize descriptions and specifications, that additional items can be required or optional based on standards, and that the price as configured will update as options are selected.

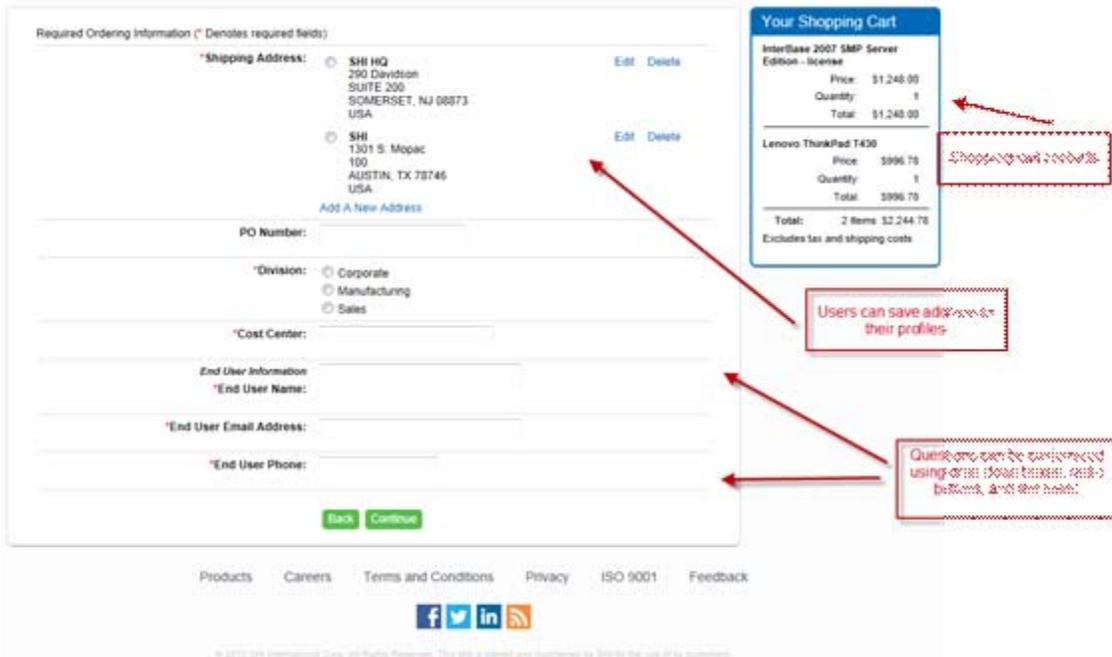
Checkout Process

SHI provides an easy to use Checkout Process that can be customized to your specifications:

- Users can save addresses to an address book for easy selection of the appropriate ship-to address
- Custom Data Collection—we will create fields where we can collect the information you need about the purchases your employees make—department, project code, cost center, etc.
- For our Terms Customers—enter a PO number and for our Credit Card Customers—use the security of PayPal to complete your purchase

- See the freight and estimated taxes based on the shipping address entered

If additional information needs to be captured with each hardware purchase. Therefore, SHI has designed an “interview page” in which SHI can collect all of the pertinent information. The interview page will be completely customized to collect the information as required by the City of Mesa. If additional information isn’t required, this step would be skipped in the order process.



When the user has completed the interview page, SHI will then request the ship to address and any additional Email addresses for employees who should receive notices regarding this order (i.e. order acknowledgment, ship notification, etc.)

Approval Routing

Only authorized users will be able to submit orders on SHI.com. However, if the City of Mesa would like to allow agencies to request products, but not to place orders, SHI has support for approval routing through SHI.com. Using our approval routing, end user can select the products they wish to purchase and submit their selection as a requisition. With support for as many levels of approval routing as required, SHI.com will forward the requisition to the appropriate people to obtain approval.

Once the order is approved, the requestor (and anyone else listed to receive notices) will receive an Email stating that the requisition has been approved and will be processed at SHI. At this time, the order will upload into SHI's internal order processing system.

Order Status

Obtain order status information and tracking details for the orders that you process with SHI. SHI.com provides a wide range of search options to quickly and easily locate the order in which you are interested.



The following screen shot shows the order search results.

| Order # | Date Ordered | PO Number | Ship To Name | Total | Status | Items |
|------------|--------------|-----------|--------------|-------|----------|---|
| GS00103592 | 1/29/2014 | 15943 | | | Invoiced | • 36A Black Cartridge Forlaserjet P1005 Dual Pack |
| GS00102473 | 1/22/2014 | 15835 | | | Invoiced | • HP - Toner cartridge - 1 x yellow - 8000 pages • HP - Toner cartridge - 1 x magenta - 8000 |

The following demonstrates the tracking details available.

Order #: GS00103592
Order Date: 1/29/2014

Order Status: Invoiced
Customer PO: 15943
Total: \$1130.00
SHI-GS Contact: Your Account Team
User Name: [Redacted]

Ship To: [Redacted]
Bill To: [Redacted]

| Invoices | | |
|------------|--------------|---------|
| Invoice # | Invoice Date | Total |
| GB00101597 | 1/30/2014 | 1130.00 |

Line Item Status

| SHI-GS Part | Item | Unit Price | Qty Ordered | Qty Remaining | Extended Pric |
|-------------|---|------------|-------------|---------------|---------------|
| 22601098 | 36A Black Cartridge Forlaserjet P1005 Dual Pack Mfr Part #: CB436D | \$113.00 | 10 | 0 | \$1130.00 |

Shipping Status of Your Items

Shipment 1

| SHI-GS Part | Mfr Part # | Description | Qty Remaining | Qty Shipped | Tracking # |
|-------------|------------|-------------|---------------|-------------|---|
| | | | | | 038055797250421 1/29/2014 |

[Click to view tracking details without leaving SHI.COM](#)

Shipment Tracking Info

Tracking #: 038055797250421 Location: -- Service Type: FEDEX_GROUND
Status: Delivered Shipped On: 1/29/2014 Weight: 22.0 LB
Delivered On: 1/31/2014 Delivered To: CLUTE, TX Reference: --
Estimated Delivery Date: -- Signed By: SSTEVE

| Date And Time | Status | Location | Comments |
|--------------------|---|----------------|----------|
| 1/31/2014 2:06 PM | Delivered (DL) | Clute, TX US | |
| 6:47 AM | On FedEx vehicle for delivery (OD) | HOUSTON, TX US | |
| 6:36 AM | At local FedEx facility (AR) | HOUSTON, TX US | |
| 1/30/2014 10:21 AM | Departed FedEx location (DP) | MEMPHIS, TN US | |
| 12:48 AM | Arrived at FedEx location (AR) | MEMPHIS, TN US | |
| 1/29/2014 9:17 PM | Picked up (PU) | MEMPHIS, TN US | |
| 7:43 PM | Shipment information sent to FedEx (DC) | | |

[View Proof of Delivery](#)

[Close](#)

Order details with tracking data per shipment

Within the City’s dedicated page, authorized users can:

- Save/retrieve a price quotation using a state agency supplied unique quotation identifier(s). The agency should be able to save the price quotation as a .pdf document
- Modify a previously saved price quotation, including adding additional products, changing product quantity, removing or deleting products, and “refreshing” product prices
- Re-save price quotation following modifications
- Print price quotation
- View quotes that were originally requested via email, fax, or phone and created by the Inside Account Team.

SHI provides online order status and reporting for all orders placed with SHI, whether the orders are submitted online or directly to the Account Team. Access to the order information is controlled by the permissions assigned to each individual user name. The order data is tied to a specific customer account, and the individual accounts are then grouped together to accommodate reporting groups that match the customer’s organizational hierarchy. For example, individual departments can be grouped with cities and counties to allow reporting across an entire local government entity or an entire State. Additionally, SHI tracks all contract data at the highest level of the hierarchy, allowing us to provide reports across the entire City of Mesa contract.

In short, SHI makes it simple for all contract users to access the reporting information that they need. Whether the reporting requirement is for a single agency looking for the history of their purchases only, or if the City of Mesa that wants to understand statewide purchasing trends, the process to access that report is fast and intuitive.

The following lists the standard fields that are available within a standard, detailed report today via the State’s ecommerce site today:

| | | |
|---------------------|-------------------|----------------------------|
| Customer Name | Manufacturer Name | Manufacturer Part Number |
| Product Description | Version | Operating System |
| Media | Language | Product Type |
| License Program | License Pool | License Level |
| License Point Value | Maintenance Term | Maintenance Time Remaining |
| UNSPSC Number | UNSPSC Segment | UNSPSC Family |
| UNSPSC Class | UNSPSC Commodity | Order Date |
| SHI Order Number | Invoice Number | Ship Date |
| SHI Part Number | Quantity | Unit Price |
| Extended Price | Customer PO | Ship to Company |
| Ship to Address | Ship to City | Ship to State |
| Ship to Zip Code | | |

In addition to the data fields above, SHI will create customized data fields for any customer who wishes to capture additional information, and the customer would then have access to reporting based upon those additional fields. This custom capability is helpful for tracking purchases, expenditures, and chargebacks. SHI works with each individual account to understand reporting requirements and to ensure we continue to meet and exceed those requirements.

The City of Mesa and IPA can identify Procurement Officers or others that can be granted a higher level of access, allowing them to run reports and view activity across authorized users.

The level of access any user has is determined by the permissions assigned. The Account Teams and SHI's Web Administration Team works with the customer to understand their needs for user authorization and access to information. Those users who only need access to their own purchase history are limited. Likewise, those users who need higher level will have the appropriate access rights.

The SHI eCommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, David Rounds will work with the customers to determine the program and schedule that would work best for them. SHI will also work with the City of Mesa to define and establish an Employee Purchase Program. We will create a separate and secure site for employees to purchase products at the State contract prices.

2. Describe additional functionality offered by your website. Provide screen shots, a demo "CD/jump drive," a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.

SHI Response:

If the City wishes to view this site please select "Sign in" on the top right hand side of the public site, <https://www.publicsector.shidirect.com/> A drop down box will appear. Click "Register" to be directed to the new user registration page seen below.

Options

- Sign In
- Forgot User Name
- Forgot Password

New User Registration

Do you have a Customer Token / Access Key ?

Enter your Customer Token / Access Key

Customer Token

Customer Access Key

You will select "Yes" when asked if you have a token and access key. Your token is **90949** and your access key is **MU5XB2J3PL**. Once you enter these you will be asked to create a user name and password. Once complete you will be directed to the site. Today the site is in development and as such only shows sample products and pricing. Upon award, we will work with you to create a custom catalog, add appropriate contract numbers, and the additional content desired by the City.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer's level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

3. Describe any national awards and/or other recognition that your website has received.

SHI Response:

While we take pride in the design and usability of our website, our primary focus is always on the needs of our customers rather than on external recognition. With that in mind, we are extremely proud that this year alone we have won 10 awards for exceptional service in three distinct categories: partnership, supplier, and employer – including the prestigious Citi Lean Partner Award and Microsoft US Public Sector 2017 Partner of the Year – largely in part because of the efforts and dedication our team puts toward our public and partner/procurement websites. Our success as a partner in the Public Sector, in fact, stems from the personalized procurement websites, standard with most SHI contracts, which allow authorized end-users a vast selection from standard configurations and peripherals, as well information to ensure successful installations. These custom, procurement websites provide customers with all service catalogs, approved hardware configurations, and inventory databases, which in turn allow our customers to procure the best products and product support for their needs.

4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?

SHI Response:

The website is available 24 hours a day. Downtime is minimal and if a major system repair is necessary SHI works to schedule it at a time that will be of least inconvenience to our customers. We will also notify customers of any planned downtime in advance.

5. Does your website offer real time product availability?

SHI Response:

Yes. Please see the information provides above regarding our website for a complete overview.

6. How does your company leverage your website to inform customers of the additional savings that may be available?

SHI Response:

SHI can customize our web page to include any information that National IPA/City of Mesa would like to see. In this case, we can publish additional savings opportunities for specific products on the home page of the catalog or highlight products that have savings opportunities within the catalog itself.

SHI can and will add relevant content to the website on a regular basis. This may include product announcements, end of life information, support information, or promotions, webinar or special event

invitations, and other industry news that will be of interest to City of Mesa. SHI will notify City of Mesa of any information before it gets posted.

The contents of SHI’s web site and the catalog are kept up to date using data feeds from our suppliers. We make daily updates to product information, availability, and pricing; ensuring that contract users are always accessing the latest products and at the correct price.

7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?

SHI Response:

SHI acknowledges this requirement and can comply.

SHI will acknowledge all orders received within 2 hours of receipt. All orders will be placed within 24 hours of receipt. Upon placement, the end user will receive an order placement acknowledgement via email. A sample of that is included below. We can customize the information on the order acknowledgement email and can include any and all information required by the State.



SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Phone: 888-235-3871

Order Confirmation

Sales order S46482360
Order date 10/17/2017
Customer Account 1008214
Customer PO 18001750
Shipping Method ESD
Customer Reference
Payment Net 30 Days

SHI Account Executive Amelia Jakubczyk
SHI Account Manager Robert DiGiovanni

Bill To
Jennifer Means
CITY OF MESA
PO BOX 18795
AP CENTRAL BILLING
Mesa, AZ 85211
United States

Ship To
CITY OF MESA
59 E. 1ST STREET
Mesa, AZ 85211
United States
18001750/Jennifer Means

| Item No. Mfg Part No. | Description | Qty Ordered | Unit Price | Extended Price |
|--|--|----------------|---------------|-------------------|
| 32631458 Q-E-PUB Qualys | Qualys Public Sector annual subscription Multiple platforms English Optl upd via downlo Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018 | 1 | 0.00 | 0.00 |
| 32745136 Q-E-PUB-VM-M Qualys, Inc. | Qualys Public Sector Vulnerability Management- Module Price Multiple platforms English ESD Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018 | 1 | 923.20 | 923.20 |
| 32631460 Q-E-PUB-VM Qualys | Qualys Vulnerability Management-- Enterprise--Public Sector Windows - Multiple Windows Platform English ESD Software Contract number: 18076-RFP Maintenance From date: 12/11/2017 Maintenance To date: 12/10/2018 | 950 | 6.96 | 6,612.00 |
| 33370886 Q-E-PUB-WAS-M Qualys | Qualys Public Sector Web Application Scanning - Module Price Multiple platforms English ESD Software | 1 | 923.20 | 923.20 |

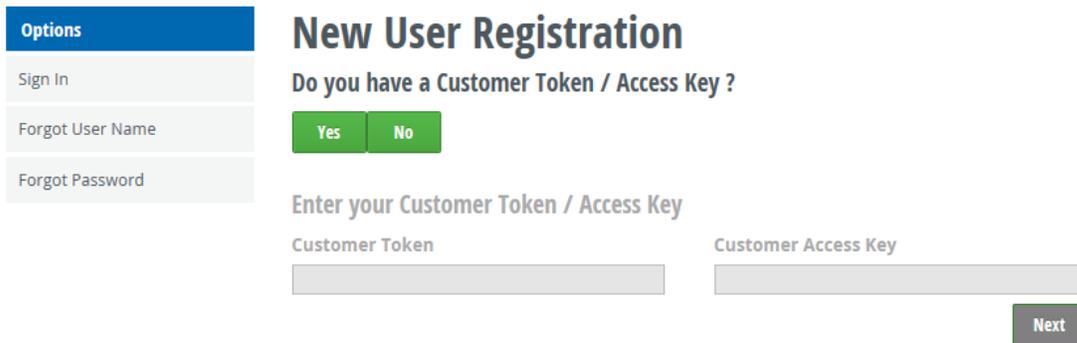


Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?

SHI Response:

Yes self-registration is available. Customers can go to <https://www.publicsector.shidirect.com/> and then follow the instructions below.

A customer will select “Sign in” on the top right hand side of the public site. A drop down box will appear. Click “Register” to be directed to the new user registration page seen below.



If a customer has token, they can enter it. If not then when they select No, they will be taken to another site to register. Once you enter, you will be asked to create a user name and password. Once complete you will be directed to the site.

The SHI Ecommerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule trainings based on the customer’s level of access to the site. Upon award of contract, your Account Executive will work with the customers to determine the program and schedule that would work best for them.

- 8. Describe if your website can be customized for an agency’s specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.*

SHI Response:

SHI acknowledges this requirement and can comply.

SHI can and will add relevant content to the website on a regular basis. This may include logos, product announcements, end of life information, support information, or promotions, webinar or special event invitations, and other industry news that will be of interest to the City. SHI will notify the City of any information before it gets posted.

Please see screen capture below for a sample of our News and Announcements page.



Search...



(0) \$0.00

Commercial

Contact Us

meghan flisakowski

Missouri Govt

About SHI

About SHI

Awards and Accolades

Contact Us

Green IT

Locations

News and Announcements

Leadership

Events

Careers

News and Announcements

Contract Information



TIPS/TAPS Purchasing Cooperative

[Missouri State and Local Government Contracts](#)

News

[Welcome to our new Checkout system!](#)

[SHI Partners with SciQuest Edge to Offer an Enhanced Procurement Program](#)

SHI International Corp. is now a participating supplier in the new SciQuest Edge purchasing solution, a program offering instant, pre-negotiated savings.

[Preview of new My Home page](#)

The MyHome page in the site will be updated soon.

9. Describe the types of online reporting that are available. Is customized reporting available?

SHI Response:

SHI fully understand s your need for flexibility in reporting, as well as your need for reports from the highest organizational level to the most granular. We have created our databases to remain flexible enough to be able to incorporate any organizational structure and to provide reports on any level within the organization. We begin with the most granular reporting level, this can be by department or local government entity and then SHI groups the ordering units to the statewide level. In addition, we capture the contract number, allowing us to run a report across all purchases made under the contract. SHI has the capability to collect customized data fields, which can be established at the State Level, the Agency Level, and /or per individual customer. We are pleased to offer both standard and customized reports to the State, in addition to the required reporting above.

All reports can be set up on a subscription basis and will be delivered automatically daily, weekly, quarterly etc. In addition, the State will have a dedicated account team that will be able to review and discuss purchases and reporting whenever there is a need.

These standard reports provide an overview of your purchases from SHI. Our system allows for the tracking of Customer Specific Fields, therefore we are able to generate these reports in many ways. SHI will provide these reports in any time frame that you require, and in one of three formats: *detail* of all transactions, *summary* by part number, or *summary* by manufacturer name.

- *Spend by Manufacturer* – summary of total dollars spent in period with one specific manufacturer, all manufacturers, or a sub-set thereof.
- *Spend by Product* – summary of total dollars spent in period for one specific product, all products, or sub-set thereof.
- *Spend by Product Type* – summary of total dollars spent in period for shrink-wrap versus licensing or by UNSPSC.



Should the City have any issues or questions with a product return, they can contract their Account Team for assistance.

For an online return, customers will access the Order Details page and complete the requested information as shown in the screen shot below.

*Name:

*Email Address:
 This field is required.

*Order Number:

PO Number:

*Mfr Part #:

SHI Part #:

*Quantity:

*Reason For Return:

Further Explanation:

* Has package been opened?:
 Yes No Don't Know

*Has product been used?:
 Yes No Don't Know

*Is product in original condition?:
 Yes No Don't Know

[Submit Request](#)

[Back to Order Details](#)

11. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?

SHI Response:

Integration with eCommerce

SHI's open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP, and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. These systems includes a wide range of applications and proprietary systems.

In addition, SHI supports the following Punch-out types:

- Ariba Punch-out
- Coupa
- ePlus Procure+
- Hubwoo
- Oracle OAG and cXML Punchout
- Perfect Commerce Roundtrip
- PeopleSoft Direct Connect
- SAP OCI Roundtrip
- Sciquest
- Verian ProcureIT

12. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

SHI Response:

New functionality and technology is continuously being evaluated and updated as customer needs evolve. The same holds true for our overall website design. SHI also listens closely to our customers and their feedback regarding the use of the site and we strive to incorporate those changes.

TAB 6 - OTHER FORMS.

The following forms should be completed and signed:

1. *Vendor Information form*
2. *Exceptions & Confidential Information form*
3. *General Questionnaire form*
4. *Lawful Presence Affidavit*
5. *Respondent Certification form (Offer and Acceptance)*
6. *Respondent Questionnaire*
7. *W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)*

SHI Response:

Immediately following are the forms that were requested as part of this RFP. SHI agrees to provide any additional forms if necessary as part of a final award.



REQUIRED RESPONSE FORMS

VENDOR INFORMATION

Company Legal/Corporate Name: SHI International Corp

Doing Business As (if different than above): _____

Address: 290 Davidson Ave

City: Somerset State: New Jersey Zip: 08873

Phone: 888-764-8888 Fax: 732-652-6599

E-Mail Address: teamarizona@shi.com Website: https://www.publicsector.shidirect.com/

DUNS # 61-142-9481 State Where Business Entity Was Formed: New Jersey

Remit to Address (if different than above): _____ Order from Address (if different from above): _____

Address: PO Box 952121 Address: _____

City: Dallas City: _____

State: Texas Zip: 75395-2121 State: _____ Zip: _____

Contact for Questions about this bid:

Name: Meghan Flisakowski Title: Public Program Manager

Phone: 512-517-4088 E-Mail Address: meghan_flisakowski@shi.com

Day-to-Day Project Contact (if awarded):

Name: Amelia Jakubczyk Title: Account Executive

Phone: 303-723-5256 E-Mail Address: Amelia_Jakubczyk@shi.com

Sales/Use Tax Information (check one).

Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)

State Sales Tax Number: _____ City of: _____ AZ
City Sales Tax Number: _____
Applicable Tax Rate: _____%

Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)

State Sales Tax Number: _____ City of: _____ AZ
City Sales Tax Number: _____
Applicable Tax Rate: _____%

EXCEPTIONS & CONFIDENTIAL INFORMATION

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

***Special Note – Any material exceptions taken to the City’s Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

- No exceptions
- Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

SHI has included a separate section within our response that includes our request to review and negotiate in good faith with the City of Mesa and IPA.

Confidential/Proprietary Information (mark one).

- No confidential/proprietary materials have been included with this Response.
- Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

GENERAL QUESTIONNAIRE

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"? Yes No

2. Delivery. Delivery, as stated in Detailed Specifications, can be met. Yes No
If no, specify number of days for delivery _____

3. Payment terms. Payment Due (Not less than net 30 days): payment is net 30
Payment Discount of 0% if invoices are paid within _____ days of receipt.

4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?
 Yes No (Marking a "no" answer will not disqualify your Response.)
Discount for Procurement Card Purchases? 0%

5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.

6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?
 Yes No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/business/purchasing or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

Acknowledgement of Receipt and Consideration of Addenda (if applicable):

Addenda # 1 2 3 4

LAWFUL PRESENCE AFFIDAVIT

CHECK HERE AND SKIP THIS AFFIDAVIT IF: Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

COMPLETE THIS AFFIDAVIT IF: Respondent is an **Individual (Natural Person) or a Sole Proprietor** as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____
- 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: _____
- 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____ Place of birth: _____
- 4. **United States Certificate of Birth abroad.**
Year of birth: _____ Place of birth: _____
- 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____
- 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport: _____
Print first 4 numbers/letters on Visa: _____
- 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____
- 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____
- 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- 11. **United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____
- 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____
- 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Signature

Business/Company Name

Print Name

Verification of Attachment by City Staff:

Date

Signature

Date

RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: SHI International

Signature: *Natalie Castagno*

Printed Name: Natalie Castagno

Title: Director of Response Team

Date: 10/20/2017

| | |
|--|---|
| Respondent Company Name/ DBA: SHI International Corp | |
| Years in business providing similar services: 28 years | |
| Contractor's License No(s): (Submit a copy with the Response) | |
| Type: | |
| SHI is currently registered to do business with the City of Mesa and the State. Upon award, we can provide any additional information as requested. | |
| Number of employees at location that would serve under a contract from the Solicitation: | |
| Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to the City's proposed contract. | |
| Firm/Government Agency Name: Arizona State Procurement Office State of Arizona | |
| Contact Person: Terri Johnson, Deputy – State Procurement Administrator | Phone: 602-542-9122 |
| Address: 100 North 15th Avenue, Suite 402 Phoenix, AZ 85007 | Fax: |
| | E-Mail Address: terri.johnson@azdoa.gov |
| \$ Value of Work, Supplies/Services and Dates Provided: \$75m annually. Software, Annual Maintenance. Related Professional Services April 2011 – September 30 2016 | |
| Firm/Government Agency Name: University of Texas Systems Supply Chain Alliance | |
| Contact Person: Jason Stanford, Manager, Contracts | Phone: 713-563-1021 |
| Address: 7007 Bertner Ave. Houston, TX 77030 | Fax: |
| | E-Mail Address: jpstanford@mdanderson.org |
| \$ Value of Work, Supplies/Services and Dates Provided: \$20m annually. Computer Peripherals, Software, Storage, Servers, Networking equipment, and Related Services. July 1 2014, 5 year agreement with 3 year extension option. | |
| Firm/Government Agency Name: Maricopa County Materials Management | |
| Contact Person: Brian Walsh, Procurement Officer | Phone: 602-506-3243 |
| Address: 320 W. Lincoln St. Phoenix AZ 85003 | Fax: |
| | E-Mail Address: walshb@mail.maricopa.gov |

\$ Value of Work, Supplies/Services and Dates Provided:

\$6m annually. Technology Products including Software, Storage, Servers, Networking Equipment and Related Services.

List any other information which may be helpful in determining your qualifications for a potential contract:

At SHI, our success is based on a foundation of customer centricity and transparency. Our approach to Lee County School District will be based on these same values. Every member of the SHI team is dedicated to helping our customers and providing world class support throughout the entire engagement. SHI intends to provide the District with a seamless, transparent, and cost effective solution for all of your hardware, software, and service needs. Over the life of the contract, SHI will work to identify ways that the District can reduce your expenditures on IT software, hardware, and services.

Technology changes fast, and SHI is a technology business partner that has demonstrated the ability to change along with it, through continued service evolutions and process improvement.

SHI is excited about this opportunity to work with the City of Mesa and National IPA. We look forward to meeting with the review board to further discuss our capabilities.

ATTACHMENT D



**Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

The CITY OF MESA, AZ (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for INFORMATION TECHNOLOGY SOLUTIONS. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public Agencies

Requirements for National Cooperative Contract
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**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website development and support
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media
- F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 1.0 % of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

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Commented [PB1]: Typically on national contracts we see contract fees ranging from 0.25% to 1.00%. We understand the need for an administrative fee, but we are concerned that a fee of 3.0% will render this contract less competitive and that therefore it will not be as widely used as other purchasing options available to this customer set. In order to ensure that this contract is as widely adopted and successful as possible, we would recommend an administrative fee of 1.0%. This will allow this vehicle to will be more in line with other national purchasing vehicles, and in turn, we believe, will render a larger dollar fee than the higher percentage would provide, since the contract will be more widely adopted. SHI will agree to the higher administrative fee if that is the route that National IPA decides to take; however we wanted to share our thoughts and experiences around the "sweet spot" for this fee.

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement, including but not limited to invoice requirements; order requirements; specialized delivery; diversity requirements such as minority and woman owned businesses, historically underutilized business; and governing law. As part of such supplemental agreements, Participating Agencies may negotiate other terms of the Master Agreement, and may require offeror. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

Deleted: and/or manufacturer to accept additional and/or modified licensing terms or separate subscription/user access provisions

Deleted: Participating Agencies may also contract directly with the offeror's authorized tier one suppliers pursuant to a request process based on factors as defined by the Participating Agency. These contracts would constitute individual contracts between the Participating Agency and tier one suppliers who have accepted the terms of the Master Agreement under a separate supplemental agreement between the Participating Agency and the tier one supplier. Sales under these contracts are tracked and reported to National IPA by the offeror.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Requirements for National Cooperative Contract
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**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier’s executive management, (2) the Master Agreement is Supplier's primary “go to market” strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Deleted: Pricing Commitment¶
Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company’s distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.
- E. Describe the full line of products and services offered by your company.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated National IPA internet web-based homepage on Supplier website with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's website including the online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
 - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Advantageous government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide contact information for the person(s), who will be responsible for:
 - i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

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**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. National IPA shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold National IPA harmless from any liability that may arise from the negligent acts or omissions of Supplier in the course of its performance under the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT.

8. NEITHER PARTY SHALL BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE, EVEN IF A PARTY IS ADVISED OF

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NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

THE POSSIBILITY OF SUCH DAMAGES.

9. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

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TERM OF AGREEMENT; TERMINATION

10. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 9 and 14 – 23, hereof and the indemnifications and limitations of liability afforded by the Supplier to National IPA in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

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11. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

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NATIONAL PROMOTION

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12. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

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13. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to National IPA or posts on the National IPA website. Supplier shall indemnify, defend and hold harmless National IPA for use of all such content and images including copyright infringement claims. Supplier and National IPA each hereby grant to the other

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NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

14. An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of ___ percent (___%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

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15. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion.

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16. Administrative Fee payments are to be paid by Supplier to National IPA at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

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17. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. National IPA will request to audit Supplier by providing at least thirty (30) days' notice to Supplier and shall be permitted to conduct such audits once per calendar year. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such

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NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 15, and reimbursement of National IPA's costs and expenses related to such audit.

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GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

Commented [PB6]: Note: Individual agreements with the Agencies (if any) be necessary bc they desire alternate terms and therefore any conflicting terms stated in those agreements would supersede this Agreement.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

We need to bring clarity here. The Master states it will control and this Agreement states that it will control. SHI prefer we make the Master control.

A. 18. This Agreement and National IPA's rights and obligations hereunder may be assigned at to an affiliate of National IPA, any purchaser of any or all or substantially all of the assets of National IPA, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise, with Supplier's written consent, which shall not be unreasonably withheld. Supplier may not assign its obligations hereunder without the prior written consent of National IPA, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets.

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19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

B. Supplier

[290 Davidson Avenue](#)
[Somerset, NJ 08873](#)

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Authorized Signature, Supplier

Signature

Name

Title

Date

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Ward H. Brown
Name

Chief Operating Officer
Title

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company (“**National IPA**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the “**National IPA Parties**”) by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency’s sole discretion.
7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the reseller (“**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. ~~NONE OF THE, PARTIES SHALL BE LIABLE~~ IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE ~~PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.~~

Deleted: distributor, manufacturer or other vendor

Deleted: collectively,

Deleted: THE NATIONAL IPA

Deleted: NOT

Deleted: NATIONAL IPA

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

11. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

EXAMPLE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company (“National IPA”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National IPA.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

| | | | | |
|----------------------|--------------------|------------------------|-------------------------|------------------------|
| State of Alabama* | State of Hawaii | State of Massachusetts | State of New Mexico | State of South Dakota |
| State of Alaska | State of Idaho | State of Michigan | State of New York | State of Tennessee |
| State of Arizona | State of Illinois | State of Minnesota | State of North Carolina | State of Texas |
| State of Arkansas | State of Indiana | State of Mississippi | State of North Dakota | State of Utah |
| State of California | State of Iowa | State of Missouri | State of Ohio | State of Vermont |
| State of Colorado | State of Kansas | State of Montana | State of Oklahoma* | State of Virginia |
| State of Connecticut | State of Kentucky | State of Nebraska | State of Oregon | State of Washington |
| State of Delaware | State of Louisiana | State of Nevada | State of Pennsylvania | State of West Virginia |
| State of Florida | State of Maine | State of New Hampshire | State of Rhode Island | State of Wisconsin |
| State of Georgia | State of Maryland | State of New Jersey | State of South Carolina | State of Wyoming |
| District of Columbia | | | | |

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR

CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT

ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT

LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT

RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT

HOODLAND FIRE DISTRICT #74
 HOUSING AUTHORITY OF PORTLAND
 ILLINOIS VALLEY FIRE DISTRICT
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
 REGION 3
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 MEDFORD WATER COMMISSION
 MELHEUR COUNTY JAIL, OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION
 COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MULTNOMAH EDUCATION SERVICE DISTRICT
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 PORT OF BRANDON, OR
 PORT OF MORGAN CITY, LA
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON LEGISLATIVE ADMINISTRATION
 ROGUE VALLEY SEWER, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM MASS TRANSIT DISTRICT
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,
 LA
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY WATER DISTRICT
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT

DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE
 DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT

ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE
 DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE
 (AMES), UT
 ALIANZA ACADEMY , UT
 ALPINE DISTRICT , UT
 AMERICAN LEADERSHIP ACADEMY , UT
 AMERICAN PREPARATORY ACADEMY , UT
 BAER CANYON HIGH SCHOOL FOR SPORTS &
 MEDICAL SCIENCES , UT
 BEAR RIVER CHARTER SCHOOL , UT
 BEAVER SCHOOL DISTRICT , UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
 (BSTA) , UT
 BOX ELDER SCHOOL DISTRICT , UT
 CBA CENTER , UT
 CACHE SCHOOL DISTRICT , UT
 CANYON RIM ACADEMY , UT
 CANYONS DISTRICT , UT
 CARBON SCHOOL DISTRICT , UT
 CHANNING HALL , UT
 CHARTER SCHOOL LEWIS ACADEMY , UT
 CITY ACADEMY , UT
 DAGGETT SCHOOL DISTRICT , UT
 DAVINCI ACADEMY , UT
 DAVIS DISTRICT , UT
 DUAL IMMERSION ACADEMY , UT
 DUCHESNE SCHOOL DISTRICT , UT
 EARLY LIGHT ACADEMY AT DAYBREAK , UT
 EAST HOLLYWOOD HIGH , UT
 EDITH BOWEN LABORATORY SCHOOL , UT
 EMERSON ALCOTT ACADEMY , UT
 EMERY SCHOOL DISTRICT , UT
 ENTHEOS ACADEMY , UT
 EXCELSIOR ACADEMY , UT
 FAST FORWARD HIGH , UT
 FREEDOM ACADEMY , UT
 GARFIELD SCHOOL DISTRICT , UT
 GATEWAY PREPARATORY ACADEMY , UT
 GEORGE WASHINGTON ACADEMY , UT
 GOOD FOUNDATION ACADEMY , UT
 GRAND SCHOOL DISTRICT , UT
 GRANITE DISTRICT , UT
 GUADALUPE SCHOOL , UT
 HAWTHORN ACADEMY , UT
 INTECH COLLEGIATE HIGH SCHOOL , UT

IRON SCHOOL DISTRICT , UT
 ITINERIS EARLY COLLEGE HIGH , UT
 JOHN HANCOCK CHARTER SCHOOL , UT
 JORDAN DISTRICT , UT
 JUAB SCHOOL DISTRICT , UT
 KANE SCHOOL DISTRICT , UT
 KARL G MAESER PREPARATORY ACADEMY , UT
 LAKEVIEW ACADEMY , UT
 LEGACY PREPARATORY ACADEMY , UT
 LIBERTY ACADEMY , UT
 LINCOLN ACADEMY , UT
 LOGAN SCHOOL DISTRICT , UT
 MARIA MONTESSORI ACADEMY , UT
 MERIT COLLEGE PREPARATORY ACADEMY , UT
 MILLARD SCHOOL DISTRICT , UT
 MOAB CHARTER SCHOOL , UT
 MONTICELLO ACADEMY , UT
 MORGAN SCHOOL DISTRICT , UT
 MOUNTAINVILLE ACADEMY , UT
 MURRAY SCHOOL DISTRICT , UT
 NAVIGATOR POINTE ACADEMY , UT
 NEBO SCHOOL DISTRICT , UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES) , UT
 NOAH WEBSTER ACADEMY , UT
 NORTH DAVIS PREPARATORY ACADEMY , UT
 NORTH SANPETE SCHOOL DISTRICT , UT
 NORTH STAR ACADEMY , UT
 NORTH SUMMIT SCHOOL DISTRICT , UT
 ODYSSEY CHARTER SCHOOL , UT
 OGDEN PREPARATORY ACADEMY , UT
 OGDEN SCHOOL DISTRICT , UT
 OPEN CLASSROOM , UT
 OPEN HIGH SCHOOL OF UTAH , UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
 PARADIGM HIGH SCHOOL , UT
 PARK CITY SCHOOL DISTRICT , UT
 PINNACLE CANYON ACADEMY , UT
 PIUTE SCHOOL DISTRICT , UT
 PROVIDENCE HALL , UT
 PROVO SCHOOL DISTRICT , UT
 QUAIL RUN PRIMARY SCHOOL , UT
 QUEST ACADEMY , UT
 RANCHES ACADEMY , UT
 REAGAN ACADEMY , UT
 RENAISSANCE ACADEMY , UT
 RICH SCHOOL DISTRICT , UT
 ROCKWELL CHARTER HIGH SCHOOL , UT
 SALT LAKE ARTS ACADEMY , UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT , UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
 UT
 SAN JUAN SCHOOL DISTRICT , UT
 SEVIER SCHOOL DISTRICT , UT
 SOLDIER HOLLOW CHARTER SCHOOL , UT
 SOUTH SANPETE SCHOOL DISTRICT , UT
 SOUTH SUMMIT SCHOOL DISTRICT , UT
 SPECTRUM ACADEMY , UT
 SUCCESS ACADEMY , UT
 SUCCESS SCHOOL , UT
 SUMMIT ACADEMY , UT
 SUMMIT ACADEMY HIGH SCHOOL , UT
 SYRACUSE ARTS ACADEMY , UT
 THOMAS EDISON - NORTH , UT

TIMPANOGOS ACADEMY , UT
 TINTIC SCHOOL DISTRICT , UT
 TOOOLE SCHOOL DISTRICT , UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING
 ARTS , UT
 UINTAH RIVER HIGH , UT
 UINTAH SCHOOL DISTRICT , UT
 UTAH CONNECTIONS ACADEMY , UT
 UTAH COUNTY ACADEMY OF SCIENCE , UT
 UTAH ELECTRONIC HIGH SCHOOL , UT
 UTAH SCHOOLS FOR DEAF & BLIND , UT
 UTAH STATE OFFICE OF EDUCATION , UT
 UTAH VIRTUAL ACADEMY , UT
 VENTURE ACADEMY , UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING
 ARTS AND TECHNOLOGY , UT
 WALDEN SCHOOL OF LIBERAL ARTS , UT
 WASATCH PEAK ACADEMY , UT
 WASATCH SCHOOL DISTRICT , UT
 WASHINGTON SCHOOL DISTRICT , UT
 WAYNE SCHOOL DISTRICT , UT
 WEBER SCHOOL DISTRICT , UT
 WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF
 HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA UNIVERSITY

SOUTHERN OREGON UNIVERSITY (OREGON
 UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
 COLLEGE
 UNIVERSITY OF OREGON-GRADUATE SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION
 HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
 OREGON CHILD DEVELOPMENT COALITION
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF FORESTRY
 OREGON DEPT OF TRANSPORTATION
 OREGON DEPT. OF EDUCATION
 OREGON LOTTERY
 OREGON OFFICE OF ENERGY
 OREGON STATE BOARD OF NURSING
 OREGON STATE DEPT OF CORRECTIONS
 OREGON STATE POLICE
 OREGON TOURISM COMMISSION
 OREGON TRAVEL INFORMATION COUNCIL
 SANTIAM CANYON COMMUNICATION CENTER
 SEIU LOCAL 503, OPEU
 SOH- JUDICIARY CONTRACTS AND PURCH
 STATE DEPARTMENT OF DEFENSE, STATE OF
 HAWAII
 STATE OF HAWAII
 STATE OF HAWAII, DEPT. OF EDUCATION
 STATE OF LOUISIANA
 STATE OF LOUISIANA DEPT. OF EDUCATION
 STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
 ATTORNEY
 STATE OF UTAH



NOTICE OF SOLICITATION

SOLICITATION # 2018011

September 20, 2017

REQUEST FOR PROPOSAL FOR: INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

PROPOSAL DUE DATE AND TIME: October 23, 2017 – 3:00 P.M. LOCAL ARIZONA TIME

Notice is hereby given sealed proposals will be received by the Purchasing Division, City of Mesa, Mesa City Plaza, 20 East Main Street, Suite #400, Mesa, Arizona 85201, until the date and time cited above. Proposals received by the correct date and time will be opened publicly and read aloud by the Purchasing Division's Procurement Administrator (or designated representative).

Table with 2 columns: Event Name and Date/Time. Rows include Issue Request for Proposals, Pre-Proposal Conference, Questions due from Proposers, City of Mesa response to Questions, and Proposal Due Date.

VENDOR CONFERENCE / SITE VISIT:

Date and Time: October 3, 2017 – 10:00 a.m. local Arizona time
Location: City of Mesa – Mesa City Plaza
20 E Main Street, Conference Room 450 South
Mesa, AZ 85201
Teleconference Number: 480-644-6120; PIN 319405

The conference provides interested parties an opportunity to discuss the City and National IPA's needs and ask questions. Please read the entire solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal. Proposal envelopes with insufficient postage will not be accepted by the City of Mesa.

Proposals must be in the actual possession of the Purchasing Division Office at the location indicated, on or prior to the exact date and time indicated above. Late submittals shall not be considered under any circumstances.

Questions concerning this solicitation should be directed, IN WRITING, to the following Purchasing contacts or their designees:

Technical Questions: Sharon Brause, CPPPO, CPPB, CPCP
Senior Procurement Officer
PHONE: 480-644-2815
FAX: (480) 644-2655
Sharon.Brause@MesaAZ.gov

General or Process Questions: Cyndi Gonzales
Procurement Specialist
PHONE: 480-644-2179
FAX: (480) 644-2655
Cyndi.Gonzales@MesaAZ.gov

NOTE: THE CITY OF MESA PUBLISHES ITS SOLICITATIONS, ATTACHMENTS, AND ADDENDA ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS: http://www.mesaaz.gov/business/purchasing

All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. To register and view additional vendor information, go to http://mesaaz.gov/business/purchasing/vendor-self-service.

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INSTRUCTIONS

1. **GENERAL:** Please read the entire Solicitation package and all attachments before submitting a Response. Responses must be in accordance with the provisions, specifications and instructions set forth herein and will be accepted until the date and time the Response is due.
2. **VENDOR QUESTIONS:** All questions regarding the contents of this Solicitation, and Solicitation process (including requests for ADA accommodations), must be directed solely to the Procurement Officer or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received after due date and time for vendor questions (October 6th) may be answered at the discretion of the City.
3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:** Respondents will have the option to submit their responses either electronically or physically through hard copy response. Respondents shall provide their Responses in accordance with the following form and content requirements:

ELECTRONIC RESPONSE:

- a. Responses shall be submitted through the City of Mesa's Purchasing Website at <http://www.mesaaz.gov/business/purchasing/bid-opportunities> under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.
- b. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
- c. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

HARD COPY RESPONSE:

- a. Submit **one (1) signed original hardcopy** of all Response documents along with **three (3) copies**. Do **not** use spiral binding or comb binding on Responses or any Response documents. Three-ring binders are preferred for large submissions.
- b. Submit **one (1) flash drive** providing all Response documents in PDF, Word, and Excel (utilize Excel only if spreadsheets/graphs/charts are included as a part of the Response).
- c. All Responses must be signed, sealed and addressed to the Purchasing Division and Respondents shall address all Responses identified with a shipping address, serial number, and title in the following manner:

City of Mesa
Mesa City Plaza - Purchasing Division
20 East Main Street, Suite 400
Mesa, Arizona 85201

RFP No. 2018011 – Information Technology Solutions & Services

- d. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
- e. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

INSTRUCTIONS

4. RESPONSE FORMAT:

Table of Contents. Identify contents by tab and page number

TAB 1 - Letter of Transmittal. A brief letter of transmittal should be submitted that includes the following information:

1. The Respondent's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this Solicitation.

TAB 2 - Program Description AND Method of Approach. Clearly define the services/products offered and Respondent's method of approach to including, but not limited, to the following criteria:

1. Provide a response to the national program.
 - a. Include a detailed response to Attachment D, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
 - b. The successful offeror will be required to sign Attachment D, Exhibit B, National IPA Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.
2. Provide a description of the product lines that can be provided by your firm.
3. Provide a description of the services that can be provided by your firm.
4. Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transactions between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.
5. Describe how your firm proposes to distribute the products/services nationwide.
6. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.
7. Provide the number, size and location of your firm's distribution facilities, warehouses, and retail network as applicable Provide information on the productivity of your facilities and systems as follows:
 - a. How many orders are processed daily on an average
 - b. How many devices does your facility configure daily on an average
 - c. What is the highest number of orders processed in a single day
 - d. What is the highest number of devices configured in a single day from the facilities described
8. State any return and restocking policy, and any fees, if applicable associated with returns.
9. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?
10. Describe your delivery commitment:
 - a. What is your fill rate guarantee?
 - b. What are your delivery days?
 - c. Do you offer next day delivery?
 - d. How do you facilitate emergency orders?
 - e. Are shipping charges exempt for ALL who use this contract?
 - f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.
11. Describe the types of customer service available to agencies that use this contract:

Deleted: materials

INSTRUCTIONS

- a. Is online support available?
 - b. Is phone support available?
 - c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?
 - d. How are problems resolved?
 - e. What are the location and hours of your call centers?
 - f. What response time is guaranteed when a customer service request is made?
 - g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?
 - h. Describe in detail your company's ability to hold/warehouse customers' orders and if there are any cost associated.
12. Describe how your company will assist customers in navigating OEM warranty process.
 13. Describe how your firm will notify customers of new products.
 14. Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).
 15. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?
 16. Describe what other services you offer that would be applicable to this contract (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)
 17. Describe options for leasing and financing and the various payment methods accepted.

TAB 3 - Pricing Forms. The cost portion of the Response should include the following criteria:

1. Provide price proposal as requested on the Pricing Document (Attachment A – "National" TAB) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City's Market Basket listed in Attachment A.
2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, total annual spend, etc.

TAB 4 - Qualifications. (Abilities, Experience and Expertise). The following information should be included:

1. Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.
2. Provide the total number and location of sales persons employed by your firm.
3. Provide the number and location of support centers (if applicable).
5. Provide Public sector sales figures for 2014, 2015 and 2016 and the percentage mix of hardware, software, and services
6. Please submit your FEIN and Dunn & Bradstreet report.
7. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.
8. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred.
9. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.
10. Provide information regarding if your organization ever failed to complete any work awarded.

INSTRUCTIONS

11. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

TAB 5 – Technology.

1. Describe your website and the ease-of-use for customers to perform the following types of tasks:
 - a. to search for products
 - b. to find alternate products (if a certain product is not available)
 - c. to perform side-by-side price comparison of products
 - d. to order products
 - f. to track order status, to include backordered items
 - g. to determine when an item was received and who received it
 - h. to restrict/block the ordering of certain line items and to restrict/block the ordering of groups
 - i. to create approval paths/levels for orders, to include creating an approval path for restricted items
 - j. to create a “favorites” list or subscribed purchases other personalized list of frequently ordered items
 - k. to create a “shared” list for an agency to use
 - l. to obtain online customer service
 - m. to receive online training
 - n. to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders)
 - o. to track their budget for purchases
 - p. to generate reports
2. Describe additional functionality offered by your website. Provide screen shots, a demo “CD/jump drive,” a demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.
3. Describe any national awards and/or other recognition that your website has received.
4. Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?
5. Does your website offer real time product availability?
6. How does your company leverage your website to inform customers of the additional savings that may be available.
7. Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?
8. Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?
9. Describe if your website can be customized for an agency’s specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.
10. Describe the types of online reporting that are available. Is customized reporting available?
11. Describe your online return process (if available).
12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?
13. Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.

TAB 6 - Other Forms. The following forms should be completed and signed:

INSTRUCTIONS

1. Vendor Information form
 2. Exceptions & Confidential Information form
 3. General Questionnaire form
 4. Lawful Presence Affidavit
 5. Respondent Certification form (Offer and Acceptance)
 6. Respondent Questionnaire
 7. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
5. **RESPONSE CHECKLIST:** This checklist is provided for your convenience. It is not necessary to return a copy with your Response. Only submit the requested forms and any other requested or descriptive literature.
- Response will be sent in time to be received by City before Response due date and time.
 - Original and proper number of copies submitted
 - Response container properly labeled
 - Pricing, math double-checked, form completed and included (Attachment A)
 - Required Response Forms completed and included (Attachment B)
 - Respondent Questionnaire form completed and included (Attachment C)
 - Response to a National Program (Attachment D)
 - W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
 - Warranty information, as applicable
6. **ADDENDA:** Any changes to the solicitation document will be in the form of an addendum. Addenda are posted on the City website. Contractors are cautioned to check the Purchasing Website or the Self-Service portal for addenda prior to submitting their Response. The City will not be held responsible if a vendor fails to receive any addenda issued. *The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City and Contractors are cautioned not to rely on any such changes.* Failure to acknowledge receipt of an addendum may result in disqualification of a Response.
7. **RESPONSE OPENING:** The City will open all Responses properly and timely submitted, and will record the names and other information specified by law and rule. No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a Response that is not properly addressed and identified. All Responses become the property of the City and will not be returned except in the case of a late submission. Results, as read at the public opening, will be posted on the City website. Responses will be available to the public in accordance with the City Procurement Rules.
8. **LATE RESPONSES:** The Respondent assumes responsibility for having the Response delivered on time at the place specified. All Responses received after the Response Due date and time shall not be considered and will be returned unopened to the Respondent. The Respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. Respondents must allow adequate time to accommodate all registration and security screenings at the delivery site; a valid photo I.D. may be required. It shall not be sufficient to show that Respondent mailed or commenced delivery before the due date and time as the Response must be received by the City prior to the specified date/time. All times are Mesa, Arizona local times. Respondents agree to accept the time stamp in the City Purchasing Office as the official time.
9. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **180** Days unless the time is extended or amended as agreed upon Respondent and the City. Examples of where an extension or amendment may be necessary include, but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent;

INSTRUCTIONS

(iii) City needing additional time to review responses. The City may accept the Response, subject to successful contract negotiations, at any time during this period.

10. **LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this Solicitation and the City including, but not limited to, City Council, City employees, and consultants hired to assist the City in the Solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action which ends the Solicitation process. This section shall not prohibit public comment at any City Council meeting, study session, or City Council committee meeting.

This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses (as set forth in the City Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.

11. **LAWFUL PRESENCE IN THE UNITED STATES:** Arizona Revised Statutes § 1-501 and § 1-502 require all persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person under the statute is defined as a natural person and therefore excludes Limited Liability Companies, Corporations, Partnerships, or other similar types of business entities as indicated on a W-9 form.

Individuals (natural persons) or Sole Proprietorships must complete the affidavit in the "Required Response Forms" section of this Solicitation. Respondents that fail to provide a completed affidavit and provided the necessary documentation may be deemed non-responsive.

12. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work prior to the City's final approval and execution of the contract, Respondent does so at its own risk.

13. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. The City is not responsible for and will not pay any costs associated with the preparation and submission of a Response. Respondents are cautioned to verify their Responses before submission, as amendments to or withdrawal of Responses submitted after time specified for opening of Responses may not be considered. The City will not be responsible for any Respondent errors or omissions.

INSTRUCTIONS

14. **FORM AND CONTENT OF RESPONSES:** Responses may be submitted on-line (if the option is indicated), mailed or hand-delivered. E-mail or fax submissions will not be accepted. Unless otherwise instructed or allowed, Responses shall be submitted on the forms provided. An original and the designated number of copies of each Response are required. Responses, including modifications, must be submitted in ink, typed, electronically, or printed form and signed by an authorized representative of the Respondent. Please line through and initial rather than erase changes. Any modifications to the Solicitation must be identified in the "Exceptions" section of the required response forms. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the Response as non-responsive. The City reserves the right at its sole discretion to negotiate exceptions with a Respondent. If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that Responses be submitted on disk, flash drive, or through electronic means. The Response must provide all information requested and must address all points set forth in the Solicitation.

15. **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If a Respondent wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand name product in terms of quality, performance and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Respondent. The City reserves the right to reject Responses that the City deems unacceptable for any reason.

16. **MODIFICATION/WITHDRAWAL OF RESPONSE:** Written requests to modify or withdraw a Response received by the City prior to the scheduled opening time for Responses will be accepted and will be corrected after the Response due date and time. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and marked as a MODIFICATION or WITHDRAWAL of the Response. Requests for withdrawal after the Response Due date and time will only be granted upon proof of undue hardship and may result in the forfeiture of any Response security. Any withdrawal after the Response due date and time shall be allowed solely at the City's discretion.

17. **DEBARMENT DISCLOSURE:** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for award of the Solicitation.

INSTRUCTIONS

18. **RESERVATIONS:** The City reserves the right to reject any or all Responses or any part thereof; to re-issue the Solicitation; to reject non-responsive or non-responsible Responses; to reject unbalanced Responses; to reject Responses where the terms, prices, or awards are conditioned upon another event; to reject individual Responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, geographical region or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Respondent be awarded a contract; and to reject Responses that are outside the City's budgeted amount for the products or services that are the subject of the Solicitation. The City may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.
19. **EXCEPTIONS TO A SOLICITATION:** Changes to the Solicitation document requested by a Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification in the Solicitation unless specifically acknowledged and agreed to by the City. The copy of the Solicitation, including all addenda, maintained and published by the City shall be the official Solicitation document. Any exception to the Solicitation must be set forth in the "Exceptions" portion of the Response; any exceptions not indicated in the "Exceptions" portion of the Response will be deemed rejected by the City, void and of no contractual significance. The City reserves the right to: (i) reject any or all exceptions requested by a Respondent; (ii), determine a proposal non-responsive due to the exception(s) made by Respondent; (iii) enter into negotiations with a Respondent regarding any of the Respondent's exceptions; (iv) adjust points from the Respondent's score in the applicable evaluation criteria category or categories; or (v) accept any or all of a Respondent's exceptions.
20. **COPYING OF RESPONSES:** The Respondent hereby grants the City permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the Response.
21. **CONTRACTOR ETHICS:** Contractors doing business with the City shall adhere to the Procurement Ethics Standards, Article 7 of the Procurement Rules. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors. The failure of a Respondent or Contractor to meet the ethical standards may result in the disqualification of award under the Solicitation or the termination of a contract with the City.
- To achieve the purpose of this Section, it is essential Respondents and Contractors doing business with the City observe the ethical standards prescribed herein and in the City Charter, Code Procurement Rules and Management Policy 200. It shall be a breach of ethical standards to:
- a. Exert any effort to influence any City official, employee or agent to breach the standards of ethical conduct.
 - b. Intentionally invoice any amount greater than provided in a contract or to invoice for products or services not provided.
 - c. Intentionally offer or provide sub-standard products or services or to intentionally not comply with any term, condition, specification or other requirement of a City contract.
22. **GIFTS:** The City will accept no gifts, gratuities or advertising products from Respondents or prospective Respondents and affiliates. The City may request product samples from Respondents solely for the purpose of product evaluation.

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INSTRUCTIONS

- 23. **EVALUATION PROCESS:** Responses will be reviewed by a screening committee comprised of City employees and/or any agents authorized by the City to participate in the evaluation. City staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification from a Respondent does not guarantee clarification will be requested from any other Respondents. Respondents shall not initiate discussions with any City employee, agent or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.
- 24. **PRESENTATIONS/INTERVIEWS:** The City reserves the right to conduct interviews which may include a demonstration of the supplier’s website with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.
- 25. **SHORT-LISTING:** The City, at its sole discretion, may create a short-list of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.
- 26. **ADDITIONAL INVESTIGATIONS.** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.
- 27. **PRIOR EXPERIENCE.** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.
- 28. **BEST AND FINAL OFFERS:** The City may request Best and Final Offers if the City deems necessary and the City will determine the scope and subject of any Best and Final request. Respondents should not expect the City will always ask for Best and Final Offers. Therefore, all Respondents must submit their best offer based on the specifications, terms and conditions in the Solicitation.
- 29. **CRITERIA FOR EVALUATION AND AWARD:**
 - a. The criteria that will be evaluated and their relative weights are:

| Evaluation Criteria | Points |
|--|--------|
| Firm’s Proposed Solution Information provided or referenced by Respondents in response to the Solicitation. Sources of information to be evaluated include, but are not limited to, as applicable, Responses, presentations, interviews, and Best and Final Offers. | 500 |
| Firm’s Qualifications & Experience Information pertaining to the quality of work, accomplishments, skill, and knowledge regarding a Respondent’s suitability for award. Information can come from any source including, but not limited to, Responses, Best and Final Offers, references, publicly or privately available information, and the City’s experience with a Respondent. | 300 |
| Firm’s Proposed Pricing Pricing will be evaluated based on the below criteria. | 200 |

INSTRUCTIONS

The City has provided various sample items on the City of Mesa Market Basket Pricing (See Attachment A – “Pricing”) for pricing evaluation purposes. Suppliers are encouraged to provide pricing on as many items as possible.

Full Market Basket pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

- b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.
 - c. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for award of a contract under the Solicitation.
 - 1. **Responsiveness.** The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in rejection of a Response as non-responsive.
 - 2. **Responsibility.** The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those found outside the references listed in the Response and City employees, agents or officials who have experience with the Respondent; compliance with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in Respondent being deemed non-responsible.
 - d. As a part of the Response, Respondents are requested to provide references. The City reserves the right to: (1) Not contact any or all of a Respondent's references as the City may evaluate reference information provided in a Response; (2) Contact references not included in a Respondent's Response; and (3) Utilize as a reference City staff members who have experience with a Respondent. As references may not be contacted, Respondents are encouraged to provide as much detail as possible in Attachment C (Respondent Questionnaire).
30. **COST JUSTIFICATION:** In the event only one Response to the Solicitation is received, the City may require the Respondent submit a cost offer in sufficient detail for the City to perform a cost/price analysis to determine if the Response price is fair and reasonable.
31. **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not

INSTRUCTIONS

result in an acceptable agreement, the City may reject the Response or revoke the award, and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

32. **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, notice will be posted on Tuesday.

It is the Respondent's responsibility to check the City of Mesa Purchasing website at <http://mesaaz.gov/business/purchasing> to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's Intent to Award a contract related to this Solicitation.

33. **PROTESTS AND APPEALS:** If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the City improperly rejected its Response, or believes the selected Response should not receive the City contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, the Respondent may submit a written protest. All protests and appeals are governed by the City Procurement Rules ("Procurement Rules"). The rules surrounding protests and appeals may be found in Section 6 of the Procurement Rules which are located on the Purchasing Division website at <http://mesaaz.gov/business/purchasing>. Please see the Procurement Rules for more information on the submission of a protest and corresponding appeal rights; if there exist any discrepancy in this Section and the Procurement Rules, the language of the Procurement Rules will control.

ADDRESS PROTESTS TO:

Matt Bauer
Procurement Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655
Email: Matt.Bauer@MesaAZ.gov

ADDRESS APPEALS TO:

Edward Quedens
Chief Procurement Officer
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687
Email: Ed.Quedens@MesaAZ.gov

34. **POLICY DOCUMENTS:** The City of Mesa Charter, Code, Procurement Rules and Management Policy 200 govern this procurement and are incorporated as a part of this Solicitation by this reference. A copy of these documents may be found on Mesa Purchasing Division's website at www.mesaaz.gov/business/purchasing.

SCOPE OF WORK

This Scope of Work and the Technical Requirements will be compiled into any resulting contract as Exhibit A.

1. **INTENT.** The City of Mesa (the "City") is requesting proposals from firms qualified to provide Information Technology Solutions and Services to be delivered to various locations throughout the City. Requirements and qualifications are defined in detail in the following Scope of Work and Technical Requirements Sections of this Request for Proposal (RFP).

2. **NATIONAL CONTRACT REQUIREMENTS.** The City, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in [products](#) distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

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National IPA is a channel partner with, Vizient (formally, Novation). Together we leverage over \$100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents Attachment D.

The City anticipates spending approximately \$10 million over the full potential Master Agreement term for IT Solutions. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of IT Solutions purchased under the Master Agreement through National IPA is approximately \$500 million. This projection is based on the current annual volumes among the City, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

3. **MINIMUM REQUIREMENTS.** Offerors should be able to meet the following minimum qualifications:

- a) A full range of information technology solution products and services to meet varying requirements of governmental agencies.
- b) Have a strong national presence as a computer solutions provider.
- c) Have a distribution model capable of delivering products, free of charge, in a timely manner on a nationwide basis.
- d) Have a demonstrated sales presence.
- e) Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
- f) Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

SCOPE OF WORK

4. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Supplier is through the following:
- a) Online
 - b) Telephone
 - b) Fax
 - c) Email
5. **DELIVERY REQUIREMENT.** Supplier agrees to deliver all products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and added, and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In many cases within the City, the Supplier may be asked to deliver all goods to the front counter within a given department. This is the City of Mesa requirement and other participating agencies may have other delivery requirements.
6. **SCOPE OF PRODUCTS.** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:
- a) **Personal Computer Systems:** National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Suppliers that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.
 - b) **Standard Business Workstation:** These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.
 - c) **High End Workstation:** These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.
 - d) **Laptop Computer or Notebook:** These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.
 - e) **Network Equipment:** This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Suppliers may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.
 - f) **Monitors:** These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.
 - g) **Computer and Network Products and Peripherals:** Complete availability of major manufacturers product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.

SCOPE OF WORK

- h) **Services:** Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, services which are related to the design, use or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc.

Note: All hardware should come assembled. For example, if extra memory, additional drives or peripherals are ordered, the Supplier must install them unless the Participating Agency request they not be installed. [Supplier shall provide these assembly and installation services as stated in applicable order and additional terms and fees may apply.](#)

- i) **Comprehensive Product Offering:** Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.
- j) **Financing:** Options available such as lease programs and conditional sales contracts.

7. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA") as required by manufacturers.

8. **AWARD.** It is the City's intention that a single or limited number of awards will be made under this solicitation however at the City's sole discretion, the City may consider multiple awards (See "Reservations").

9. **DEFECTIVE PRODUCT.** All defective products shall be replaced and exchanged by the Supplier [as permitted under the manufacturers return policy and Supplier's Return Policy found at www.shi.com/returnpolicy. In any event, the OEM's policies \(which may include processing as a warranty claim\) will apply. Supplier will order a replacement unit within one \(1\) business day of notice of damage, defect or DOA from the City.](#)

10. **TERM.** This solicitation is for awarding a purchasing contract to cover an initial **five (5) year term**. An estimated initial term of **January 1st, 2018** through **December 31st, 2022**, not including any extensions or renewals subject to the terms of the Agreement. If the commencement of performance is delayed because the City does not execute the Agreement at this start date, the City may adjust the start date, end date and any milestones to reflect the delayed execution.

The parties agree any job orders, project agreements or maintenance agreements executed against Contract during the effective term may survive beyond the expiration of said Contract as established and agreed to in writing, by both parties.

11. **RENEWALS.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2) one (1) year periods**. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

12. **EXTENSIONS.** Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Supplier to provide the services/[products](#) under this Agreement. The City intends to notify the Supplier in writing of its desire to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

13. **PRICING.** Suppliers shall provide a price in the format of a minimum percentage discount off a verifiable price index. Suppliers may submit discounts for various manufacturers. At the time of purchase, suppliers may offer deeper discounts beyond the discounted price list, based on volume or other factors, as

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SCOPE OF WORK

applicable. Minimum discounts will remain firm during the entirety of the initial term of the Contract, unless the Supplier requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Supplier will provide a product of the same or greater functionality, utilizing the proposed discount structure.

Price discounts will be evaluated by applying the Supplier's discount to the prices listed on the verifiable price index.

It is the Supplier's responsibility to provide the City with an up-to-date price list for the duration of the contract.

- a) **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Supplier providing the products/service including transportation and delivery insurance. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Supplier further agrees that any reductions in the price of the products or services covered by this Agreement will apply to the undelivered balance. The Supplier shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Supplier and response by the City's Purchasing Division.

- b) **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or services must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Supplier should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Supplier's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to Contract term expiration date of the Agreement, the Supplier may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- c) **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 13, pricing may be adjusted for amounts other than inflation that represent actual costs to the Supplier based on the mutual agreement of the parties. The Supplier may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Supplier. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

Commented [PB1]: Warranty coverage is provided by the manufacturer (OEM) and not SHI. The manufacturers standard warranties apply unless the customer wishes to purchase extended warranty.

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SCOPE OF WORK

14. **TYPES AND AMOUNTS OF INSURANCE.** Insurance requirements are detailed in the Agreement document. Supplier must obtain and retain throughout the term of the Agreement, at a minimum, the following:

- a. Worker's compensation insurance in accordance with the provisions of Arizona law. If Supplier operates with no employees, Supplier must provide the City with written proof Supplier has no employees. If employees are hired during the course of this Agreement, Supplier must procure worker's compensations in accordance with Arizona law.
- b. The Supplier shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
- c. Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.

Prior to the execution of the Contract, the Supplier shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Supplier's insurance shall be primary of all other sources available. When the City is a certificate holder, the Supplier agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

"Waiver of Subrogation". The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Supplier [where permitted by law.](#)"

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

ATTACHMENT A
PRICING

Offerors must utilize the below document when responding to this solicitation and **return the document in an Excel format** with their proposal.



2018011 Pricing.xlsx

ATTACHMENT B
REQUIRED RESPONSE FORMS



Solicitation Required
Response Forms.docx

ATTACHMENT C
RESPONDENT QUESTIONNAIRE

| | |
|--|-----------------|
| Respondent Company Name/ DBA: | |
| Years in business providing similar services: | |
| Contractor's License No(s): (Submit a copy with the Response) | Type: |
| Number of employees at location that would serve under a contract from the Solicitation: | |
| Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to the City's proposed contract. | |
| Firm/Government Agency Name: | |
| Contact Person: | Phone: |
| Address: | Fax: |
| | E-Mail Address: |
| \$ Value of Work, Supplies/Services and Dates Provided: | |
| Firm/Government Agency Name: | |
| Contact Person: | Phone: |
| Address: | Fax: |
| | E-Mail Address: |
| \$ Value of Work, Supplies/Services and Dates Provided: | |
| Firm/Government Agency Name: | |
| Contact Person: | Phone: |
| Address: | Fax: |
| | E-Mail Address: |
| \$ Value of Work, Supplies/Services and Dates Provided: | |
| List any other information which may be helpful in determining your qualifications for a potential contract: | |
| | |
| | |

ATTACHMENT D
NATIONAL IPA PRICIPAL PROCUREMENT AGENCY ("PPA")



Attachment D
PPA.docx

EXHIBIT 1
DRAFT AGREEMENT



AGREEMENT PURSUANT TO SOLICITATION

**CITY OF MESA AGREEMENT NUMBER 2018011
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**

CITY OF MESA, Arizona ("City")

| | |
|------------------|--|
| Department Name | City of Mesa – Purchasing Division |
| Mailing Address | P.O. Box 1466 Mesa, AZ 85211-1466 |
| Delivery Address | 20 East Main St, Suite 400 Mesa, AZ 85201 |
| Attention | Sharon Brause, CPPPO, CPPB, CPCP Senior Procurement Officer |
| E-Mail | Sharon.Brause@MesaAZ.gov |
| Phone | (480) 644-2815 |
| Fax | (480) 644-2655 |

AND

COMPANY NAME, ("Contractor")

| | |
|------------------|--------------|
| Mailing Address | |
| Delivery Address | |
| Attention | NameAndTitle |
| E-Mail | |
| Phone | |
| Fax | |

EXHIBIT 1
DRAFT AGREEMENT

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this ____ day of _____, 2017, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and SHI International Corp., a(n) New Jersey corporation, ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

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RECITALS

A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the Services/Products described in the Solicitation and Response.

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C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.

D. "Products" means collectively third party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.

E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term.** This Agreement is for a term beginning on **January 1, 2018** and ending on **December 31, 2022**. The use of the word "**Term**" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2) one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the Services/Products provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

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1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order.

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**EXHIBIT 1
DRAFT AGREEMENT**

2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the ServicesProducts, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

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3. **Orders.** Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement

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4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

a. Amendments to the Agreement or any mutually agreed upon written agreements made between Contractor and Participating Agencies with conflicting terms to this Agreement where such conflicting terms shall supersede the terms stated herein.

- b. Agreement
- c. Exhibits
 - 1. Mesa Standard Terms & Conditions
 - 2. National IPA Agreement
 - 3. Scope of Work
 - 4. Other Exhibits not listed above
- d. Solicitation including any addenda
- e. Contractor Response

5. **Payment.**

5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractors shall provide a price in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the initial term of the Contract, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). Also, the "technology marketplace" is one of rapid change, with new products and revisions coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with response. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the proposed discount structure.

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Price discounts will be evaluated by applying the Contractor's discount to the list prices on the verifiable price index.

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It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the contract.

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EXHIBIT 1
DRAFT AGREEMENT

6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the Products/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

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The Contractor further agrees that any reductions in the price of the Products or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

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No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

6.2 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or Products must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Supplier's actual expenses or other reasonable adjustment in providing the services/Products under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

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During the sixty (60) day period prior to Contract term expiration date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

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6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

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6.4 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of Products or services provided;
- h. If Products provided, the quantity delivered and pricing of each unit;
- i. Applicable Taxes
- j. Total amount due.

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EXHIBIT 1
DRAFT AGREEMENT

6.5 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise; payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.6 **Disallowed Costs. Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for products/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

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7. **Insurance.**

7.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

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7.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor, where permitted by law.

7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

EXHIBIT 1
DRAFT AGREEMENT

7.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders prior to shipment of the products or provide a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such products to Contractor. All returns shall be made in accordance with Contractor's Return Policy. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

10. **WARRANTY.** Contractor warrants that the services will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service provided by Contractor will not relieve Contractor from its obligations under this warranty. If any services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide such services until in accordance with this Agreement and to the City's reasonable satisfaction.

11. **PRODUCT WARRANTY.** Contractor is a value added reseller ("VAR") of products, not the OEM or licensor, and therefore disclaims any warranty responsibility regarding product provided under this Agreement. Contractor shall forward the warranties to the City which are provided to Contractor from the OEM of the product, and to the extent granted by the OEM, the City shall be the beneficiary of the OEM's warranties with respect to the Product. Contractor is not a party to any such terms between the City and OEM and the City agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER

EXHIBIT 1
DRAFT AGREEMENT

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

12. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
13. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- (A) Scope of Work / Technical Specifications
 - (B) Pricing
 - (C) Mesa Standard Terms and Conditions
 - (D) National IPA Agreement
16. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

17. **Limitation of Liability**
NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR

EXHIBIT 1
DRAFT AGREEMENT

IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNIFICATION", EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY THE CITY TO CONTRACTOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

18. Force Majeure

Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties

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19. Title, Risk of Loss, Returns

A. Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless notice of rejection is provided to Contractor's authorized representative within 24 hours after such delivery.

B. All returns of Product shall be made in accordance to Contractor's Return Policy found at www.shi.com/returnpolicy

20. Additional Acts. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

21. Headings. The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

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

CITY OF MESA, ARIZONA

By: _____

Printed Name

EXHIBIT 1
DRAFT AGREEMENT

CONTRACTOR NAME

Title

Date

REVIEWED BY:

By: _____

By: _____

Printed Name

Title

Date

DRAFT

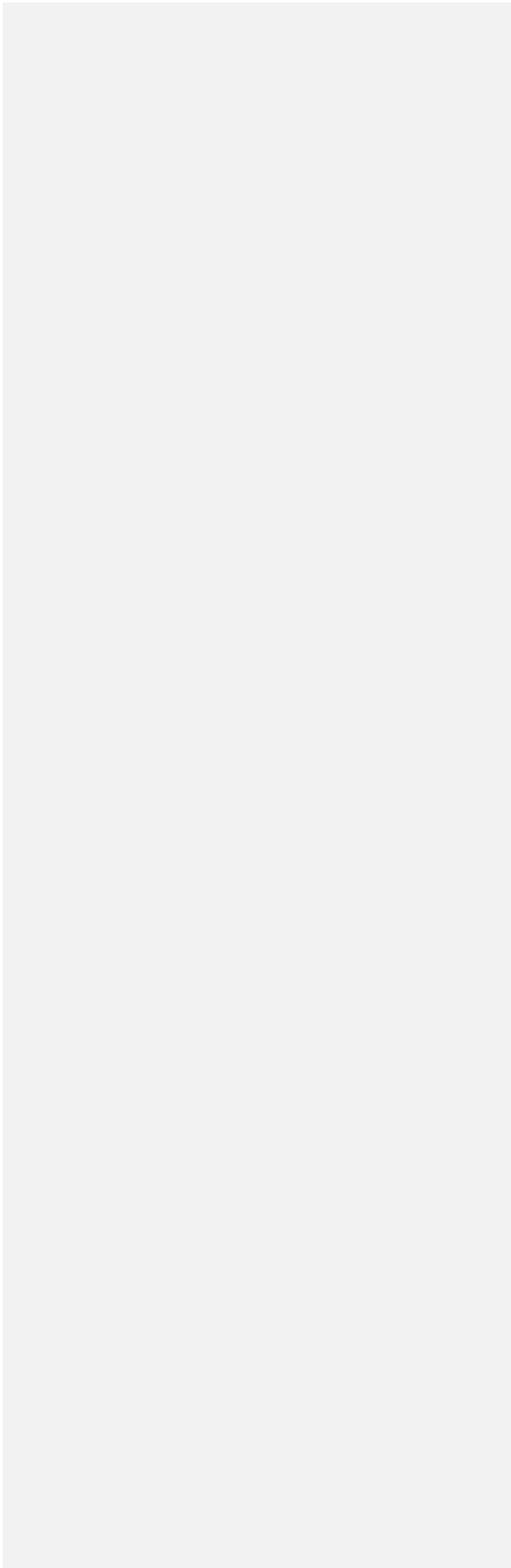


EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT A
SCOPE OF WORK

The Scope of Work / Technical Specifications, National IPA Agreement and Contractor Response will be added here when Agreement is finalized.

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EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT B
PRICING

Attachment A Pricing will be added here when Agreement is finalized.

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EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will

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EXHIBIT 1
DRAFT AGREEMENT

require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
- ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
- iii. 
- v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

Deleted: The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.¶
iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

EXHIBIT 1
DRAFT AGREEMENT

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
- 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any financial records related to the performance of work specified herein once per calendar year. Contractor will permit such inspections and audits during normal business hours and upon 30 days notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **DEFAULT.**
- a. A party will be in default if that party:
 - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written

Deleted: In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement

Deleted: reasonable

Deleted: <#>¶ **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

Deleted: <#>¶ **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

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EXHIBIT 1
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assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

15. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
16. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
17. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
18. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
19. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
20. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has received Contractor's properly prepared final invoice.
21. Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement had not been terminated, and was still in effect with respect to such Order
22. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
23. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) willful misconduct by Contractor personnel under this

Deleted: If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

Deleted: both completed its appraisal of the materials and services provided and

Deleted: the services provided

**EXHIBIT 1
DRAFT AGREEMENT**

Agreement; (ii) any grossly negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with the law in fulfillment of the services under this Agreement.

- b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
- c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

f. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

g. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of products or services or any products or services at all under this Agreement and acknowledges and agrees that the products or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for products or services which exceed its actual needs.

h. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) Confidential Information of Contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third party licensors during the performance of this Agreement.

i. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

j. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

k. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

l. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of Products or equipment incidental to providing these services and such loss, injury, or destruction of the Products prior to delivery of the Products to the City. Risk of loss shall vest fully in the City after such delivery.

m. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

Deleted:

Deleted: or fulfill the obligations established by this Agreement

Deleted: ~~WARRANTY.~~ Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction. Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications

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EXHIBIT 1
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- n. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything manufactured by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- o. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- p. _____
- q. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- _____
- Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.
- r. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- s. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- t. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
- u. **INTEGRATION CLAUSE.** This Exhibit C, along with the Master Agreement and including all attachments and exhibits hereto, supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

Deleted: <#>**WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

Deleted: <#>¶

Deleted: <#>provided

Moved up [1]: **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties

Commented [PB11]: We aren't doing professional services.

Deleted: A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.¶

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district

Deleted: Agreement

EXHIBIT 1
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- v. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- w. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- x. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
- y. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

EXHIBIT 2
MAILING LABEL

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER

SEALED PROPOSAL

| |
|----------------------|
| Submitted by: |
| Company Name: |
| Address: |
| City, State, Zip: |

Solicitation # **2018011 INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**
Due Date: **October 23, 2017, at 3:00 p.m. local Arizona time**

City of Mesa
Attn: **Purchasing**
20 E. Main St., Suite 400
Mesa, AZ 85201

ATTACHMENTS

Immediately following are documents called out as additional information within our response.

- D&B Report
- List of partners – this is in no way a complete list but an overview of partners that SHI can provide.

D&B REPORT

Live Report : SHI INTERNATIONAL CORP.

D-U-N-S® Number: 61-142-9481

Trade Names: SOFTWARE HOUSE INTERNATIONAL - S H I

Endorsement/Billing Reference: lee_harrell@SHI.com

| D&B Address | |
|----------------------|--|
| Address | 290 Davidson Ave Somerset, NJ, US - 08873 |
| Phone | 732 764-8888 |
| Fax | 732-805-0818 |
| Location Type | Headquarters |
| Web | www.shi.com |

| | |
|----------------------------|---------------------|
| Added to Portfolio: | 03/28/2014 |
| Last View Date: | 02/09/2016 |
| Endorsement : | lee_harrell@SHI.com |

Company Summary

Currency: Shown in USD unless otherwise indicated 

Score Bar

| | | |
|--|--|---|
| Sales (Revenue) | 5,797,204,000 | Source: DNB, FISCAL, 12-31-2014 |
| Net Worth | 294,433,000 | Source: DNB, FISCAL, 12-31-2014 |
| Assets - Total | 1,305,888,000 | Source: DNB, FISCAL, 12-31-2014 |
| Bankruptcy Found | No | |
| Commercial Credit Score |  526 | Moderate Risk of severe payment delinquency. |
| Commercial Credit Score Percentile |  69 | Moderate Risk of severe payment delinquency. |
| D&B Viability Rating |  | View More Details |
| Current Ratio | 1.3 | Source: DNB, FISCAL, 12-31-2014 |
| Credit Limit - D&B Aggressive | 900,000.00 | Based on profiles of other similar companies. |
| PAYDEX® |  73 | Paying 11 days past due |
| Commercial Credit Score Class |  3 | Moderate Risk of severe payment delinquency. |
| Financial Stress Score Class |  2 | Low to Moderate Risk of severe financial stress. |
| Credit Limit - D&B Conservative | 400,000.00 | Based on profiles of other similar companies. |
| D&B Rating | 5A3 | 5A indicates 50 million and over, Credit appraisal of 3 is fair |

D&B 3-month PAYDEX®

3-month D&B PAYDEX®: 74 

Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average 9 Days Beyond Terms

D&B PAYDEX®

D&B PAYDEX® 73 

Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average 11 days beyond terms

Commercial Credit Score Class

Commercial Credit Score Class: 3 

Lowest Risk:1;Highest Risk :5

D&B Company Overview

This is a headquarters location

| | |
|---------------------------------|--|
| Branch(es) or Division(s) exist | Y |
| Chief Executive | THAI LEE, CEO |
| Year Started | 1989 |
| Employees | 2850 (1400 Here) |
| Financing | SECURED |
| SIC | 7371 , 7374 |
| Line of business | Custom computer programing, data processing/ preparation |
| NAICS | 541511 |
| History Status | CLEAR |
| Financial Condition | FAIR |

Financial Stress Score Class

Financial Stress Score Class: 2 

Lowest Risk:1;Highest Risk :5

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

| Record Type | Number of Records | Most Recent Filing Date |
|--------------|-------------------|-------------------------|
| Bankruptcies | 0 | - |
| Judgments | 0 | - |
| Liens | 1 | 01/03/14 |
| Suits | 0 | - |
| UCCs | 68 | 08/11/15 |

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

Corporate Linkage

Subsidiaries (International)

| Company | City , Country | D-U-N-S® NUMBER |
|------------------------|--------------------------------|-----------------|
| SHI INTERNATIONAL CORP | Milton Keynes , UNITED KINGDOM | 23-041-6559 |
| SHI Canada ULC | North York , CANADA | 24-362-9057 |
| SHI INTERNATIONAL SAS | ISSY LES MOULINEAUX , FRANCE | 26-213-9752 |

Branches (Domestic)

| Company | City , State | D-U-N-S® NUMBER |
|-------------------------|----------------------------|-----------------|
| SHI INTERNATIONAL CORP. | TEMPE , Arizona | 82-925-3066 |
| SHI INTERNATIONAL CORP. | SAN DIEGO , California | 82-925-3330 |
| SHI INTERNATIONAL CORP. | ATLANTA , Georgia | 82-925-3462 |
| SHI INTERNATIONAL CORP. | SAN FRANCISCO , California | 82-925-3215 |
| SHI INTERNATIONAL CORP. | CHICAGO , Illinois | 82-925-3769 |
| SHI INTERNATIONAL CORP. | MINNEAPOLIS , Minnesota | 82-925-3850 |
| SHI INTERNATIONAL CORP. | SAINT LOUIS , Missouri | 82-925-4023 |
| SHI INTERNATIONAL CORP. | DALLAS , Texas | 82-925-5251 |
| SHI INTERNATIONAL CORP. | HOUSTON , Texas | 82-925-5335 |
| SHI INTERNATIONAL CORP. | RESTON , Virginia | 82-925-5343 |
| SHI INTERNATIONAL CORP. | BELLEVUE , Washington | 82-925-5475 |
| SHI INTERNATIONAL CORP. | TAMPA , Florida | 83-240-0621 |
| SHI INTERNATIONAL CORP. | SHAWNEE MISSION , Kansas | 83-240-0688 |
| SHI INTERNATIONAL CORP. | NEEDHAM , Massachusetts | 83-240-0803 |
| SHI INTERNATIONAL CORP. | DENVER , Colorado | 83-240-0662 |

| | | |
|-------------------------|------------------------------|-------------|
| SHI INTERNATIONAL CORP. | INDIANAPOLIS , Indiana | 83-240-0852 |
| SHI INTERNATIONAL CORP. | CHAPEL HILL , North Carolina | 17-958-9937 |
| SHI INTERNATIONAL CORP. | WAYNE , Pennsylvania | 02-958-1868 |
| SHI INTERNATIONAL CORP. | DURHAM , North Carolina | 07-166-5395 |
| SHI INTERNATIONAL CORP. | CROFTON , Maryland | 04-235-0384 |
| SHI INTERNATIONAL CORP. | REMER , Minnesota | 05-845-6218 |
| SHI INTERNATIONAL CORP. | EL SEGUNDO , California | 07-940-9361 |
| SHI INTERNATIONAL CORP. | NEW YORK , New York | 07-940-9369 |
| SHI INTERNATIONAL CORP. | SOUTHFIELD , Michigan | 07-940-9364 |
| SHI INTERNATIONAL CORP. | ISSAQUAH , Washington | 11-899-4420 |

This list is limited to the first 25 branches.
For the complete list, Please logon to DNBI and view the Dynamic Family Tree Information.

Branches (International)

| Company | City , Country | D-U-N-S® NUMBER |
|------------------------------|------------------------------|-----------------|
| Software House International | NORTH VANCOUVER , CANADA | 25-930-0382 |
| SHI International Corp. | CENTRAL DISTRICT , HONG KONG | 66-834-4679 |

Predictive Scores

Currency: Shown in USD unless otherwise indicated 

Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

[D&B Rating Key](#)

D&B Rating : 5A3

Financial Strength: 5A indicates 50 million and over
Composite credit appraisal: 3 is fair

The Rating was changed on May 5, 2015 because the History of the company is now "Clear".

Below is an overview of the companys rating history since 09-28-1999

| D&B Rating | Date Applied |
|------------|--------------|
| 5A3 | 05-05-2015 |
| -- | 11-26-2014 |
| 5A3 | 08-21-2014 |
| -- | 06-12-2014 |
| 5A2 | 05-20-2014 |
| 5A3 | 05-12-2009 |
| 5A2 | 03-16-2009 |
| 5A3 | 05-07-2002 |
| 4A3 | 07-25-2001 |
| 4A2 | 09-28-1999 |

Sales: 5,797,204,000.00
(Up by 15.9%
from last year)

Number of Employees Total: 2,850 (1400 here)

Worth: 294,433,000
(Up by 15.1% (As of 31-Dec-14)
from last year)

| | | |
|-------------------------|---------------|--------------------|
| Working Capital: | \$253,466,000 | (As of 31-Dec-14) |
|-------------------------|---------------|--------------------|

| Payment Activity: | (based on 247 experiences) |
|------------------------------|-----------------------------------|
| Average High Credit: | 993,122 |
| Highest Credit: | 50,000,000 |
| Total Highest Credit: | 209,080,850 |

D&B Credit Limit Recommendation

| | |
|----------------------------------|---------|
| Conservative credit Limit | 400,000 |
| Aggressive credit Limit: | 900,000 |

Risk category for this business : **LOW**

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.

The Financial Stress Class of 2 for this company shows that firms with this class had a failure rate of 0.09% (9 per 10,000), which is lower than the average of businesses in D & B's database

Financial Stress Class : 2  (Lowest Risk:1; Highest Risk:5)

Lower than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: **0.09 %** (9 per 10,000)
Financial Stress National Percentile : **77** (Highest Risk: 1; Lowest Risk: 100)
Financial Stress Score : **1526** (Highest Risk: 1,001; Lowest Risk: 1,875)
Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

Low proportion of satisfactory payment experiences to total payment experiences.
High proportion of slow payment experiences to total number of payment experiences.
UCC Filings reported.
High number of inquiries to D & B over last 12 months.

Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.
The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

| Norms | National % |
|--|------------|
| This Business | 77 |
| Region: MIDDLE ATLANTIC | 44 |
| Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES | 52 |
| Employee range: 500+ | 61 |
| Years in Business: 26+ | 77 |

This Business has a Financial Stress Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies in the same employee size range.
- Similar risk compared to other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms).

The Credit Score class of 3 for this company shows that 5.8% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class : 3  Lowest Risk:1;Highest Risk :5

Incidence of Delinquent Payment

Among Companies with this Classification: **5.80 %**
Average compared to businesses in D&Bs database: **10.20 %**
Credit Score Percentile : **69** (Highest Risk: 1; Lowest Risk: 100)
Credit Score : **526** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

- Proportion of slow payments in recent months
- Recent high balance past due
- Financial ratios
- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry

Notes:

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.
The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

| Norms | National % |
|-------|------------|
|-------|------------|

| | |
|--|----|
| This Business | 69 |
| Region: MIDDLE ATLANTIC | 51 |
| Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES | 43 |
| Employee range: 500-38527 | 84 |
| Years in Business: 26+ | 85 |

This business has a Credit Score Percentile that shows:

Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.

Higher risk than other companies in the same employee size range.

Higher risk than other companies with a comparable number of years in business.

Trade Payments

Currency: Shown in USD unless otherwise indicated 

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references. Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

| | | |
|-----------------------------------|---|---|
| Current PAYDEX is | 73 | Equal to 11 days beyond terms (Pays more slowly than the average for its industry of 2 days beyond terms) |
| Industry Median is | 79 | Equal to 2 days beyond terms |
| Payment Trend currently is |  | Unchanged, compared to payments three months ago |

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

| | |
|--|------------|
| Total payment Experiences in D&Bs File (HQ) | 247 |
| Payments Within Terms (not weighted) | 66 % |
| Trade Experiences with Slow or Negative Payments(%) | 42.51% |
| Total Placed For Collection | 1 |
| High Credit Average | 993,122 |
| Largest High Credit | 50,000,000 |
| Highest Now Owing | 50,000,000 |
| Highest Past Due | 15,000,000 |

D&B PAYDEX® : 73  (Lowest Risk:100; Highest Risk:1)

When weighted by amount, payments to suppliers average 11 days beyond terms

3-Month D&B PAYDEX® : 74  (Lowest Risk:100; Highest Risk:1)

Based on payments collected over last 3 months.

When weighted by amount, payments to suppliers average 9 days beyond terms

D&B PAYDEX® Comparison

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Custom computer programing, data processing/preparation , based on SIC code 7371 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

| | 3/15 | 4/15 | 5/15 | 6/15 | 7/15 | 8/15 | 9/15 | 10/15 | 11/15 | 12/15 | 1/16 | 2/16 |
|---------------------------|------|------|------|------|------|------|------|-------|-------|-------|------|------|
| This Business | 73 | 72 | 72 | 72 | 73 | 73 | 73 | 73 | 74 | 74 | 73 | 73 |
| Industry Quartiles | | | | | | | | | | | | |
| Upper | 80 | . | . | 80 | . | . | 80 | . | . | 80 | . | . |
| Median | 79 | . | . | 79 | . | . | 79 | . | . | 79 | . | . |
| Lower | 72 | . | . | 72 | . | . | 72 | . | . | 71 | . | . |

Current PAYDEX for this Business is 73 , or equal to 11 days beyond terms
 The 12-month high is 74 , or equal to 9 DAYS BEYOND terms
 The 12-month low is 72 , or equal to 12 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Custom computer programing, data processing/preparation , based on SIC code 7371 .

| Previous Year | 03/14 Q1'14 | 06/14 Q2'14 | 09/14 Q3'14 | 12/14 Q4'14 |
|---------------------------|------------------------|------------------------|------------------------|------------------------|
| This Business | 76 | 77 | 73 | 72 |
| Industry Quartiles | | | | |
| Upper | 80 | 80 | 80 | 80 |
| Median | 79 | 79 | 79 | 79 |
| Lower | 72 | 72 | 72 | 72 |

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 73 , or equal to 11 days beyond terms
 The present industry median Score is 79 , or equal to 2 days beyond terms
 Industry upper quartile represents the performance of the payers in the 75th percentile
 Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

| \$ Credit Extended | # Payment Experiences | Total Amount | % of Payments Within Terms |
|---------------------------|------------------------------|---------------------|-----------------------------------|
| Over 100,000 | 46 | 206,250,000 | 79% |
| 50,000-100,000 | 13 | 930,000 | 80% |
| 15,000-49,999 | 39 | 1,065,000 | 71% |
| 5,000-14,999 | 32 | 220,000 | 67% |
| 1,000-4,999 | 42 | 76,500 | 66% |
| Under 1,000 | 38 | 14,250 | 61% |

Based on payments collected over last 24 months.

All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

There are 247 payment experience(s) in D&Bs file for the most recent 24 months, with 165 experience(s) reported during the last three month period.

The highest Now Owes on file is 50,000,000 . The highest Past Due on file is 15,000,000

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

| | Total Revd (#) | Total Amts | Largest High Credit Within Terms (%) | Days Slow | | | | |
|-----------------------|----------------|-------------|--------------------------------------|-----------|-----------|-----------|---------|----|
| | | | | <31 (%) | 31-60 (%) | 61-90 (%) | 90> (%) | |
| Top Industries | | | | | | | | |
| Whol electronic parts | 20 | 71,122,000 | 50,000,000 | 50 | 50 | 0 | 0 | 0 |
| Whol computers/softwr | 17 | 101,800,500 | 50,000,000 | 98 | 2 | 0 | 0 | 0 |
| Prepackaged software | 11 | 4,300,000 | 2,000,000 | 91 | 7 | 0 | 2 | 0 |
| Telephone communictns | 11 | 224,850 | 100,000 | 98 | 2 | 0 | 0 | 0 |
| Mfg computers | 10 | 15,357,750 | 8,000,000 | 90 | 8 | 2 | 0 | 0 |
| Nonclassified | 9 | 723,750 | 500,000 | 61 | 39 | 0 | 0 | 0 |
| Custom programming | 7 | 1,008,750 | 600,000 | 50 | 0 | 30 | 0 | 20 |
| Short-trm busn credit | 7 | 155,100 | 100,000 | 90 | 10 | 0 | 0 | 0 |
| Whol office supplies | 5 | 62,250 | 55,000 | 56 | 44 | 0 | 0 | 0 |
| Misc business credit | 5 | 95,000 | 50,000 | 100 | 0 | 0 | 0 | 0 |
| Whol office equipment | 4 | 2,285,000 | 1,000,000 | 49 | 11 | 18 | 0 | 22 |
| Mfg process controls | 4 | 195,000 | 65,000 | 67 | 33 | 0 | 0 | 0 |
| Mfg photograph equip | 4 | 33,500 | 25,000 | 100 | 0 | 0 | 0 | 0 |
| Trucking non-local | 4 | 6,250 | 5,000 | 40 | 12 | 8 | 0 | 40 |
| Whol appliances | 3 | 4,002,750 | 4,000,000 | 100 | 0 | 0 | 0 | 0 |
| Whol misc profsn eqpt | 3 | 203,000 | 200,000 | 51 | 49 | 0 | 0 | 0 |
| Misc business service | 3 | 43,500 | 40,000 | 97 | 0 | 3 | 0 | 0 |
| Engineering services | 3 | 67,500 | 35,000 | 96 | 0 | 2 | 0 | 2 |
| Public finance | 3 | 31,750 | 30,000 | 100 | 0 | 0 | 0 | 0 |
| Mfg calculating eqpt | 3 | 15,750 | 15,000 | 3 | 0 | 95 | 0 | 2 |
| Ret mail-order house | 3 | 11,000 | 7,500 | 69 | 11 | 20 | 0 | 0 |
| Mfg electric test prd | 3 | 15,000 | 5,000 | 100 | 0 | 0 | 0 | 0 |
| Arrange cargo transpt | 3 | 2,850 | 2,500 | 0 | 6 | 0 | 94 | 0 |
| Computer system desgn | 2 | 2,050,000 | 2,000,000 | 49 | 50 | 1 | 0 | 0 |
| Business consulting | 2 | 2,002,500 | 2,000,000 | 50 | 50 | 0 | 0 | 0 |
| Mfg measure devices | 2 | 1,000,750 | 1,000,000 | 50 | 50 | 0 | 0 | 0 |
| Mfg computer storage | 2 | 507,500 | 500,000 | 100 | 0 | 0 | 0 | 0 |
| Misc equipment rental | 2 | 95,000 | 65,000 | 100 | 0 | 0 | 0 | 0 |
| Radiotelephone commun | 2 | 55,000 | 40,000 | 73 | 0 | 0 | 0 | 27 |
| Data processing svcs | 2 | 32,500 | 30,000 | 100 | 0 | 0 | 0 | 0 |
| Mfg comp peripherals | 2 | 31,000 | 30,000 | 3 | 97 | 0 | 0 | 0 |
| Mfg switchgear-boards | 2 | 30,000 | 20,000 | 33 | 0 | 67 | 0 | 0 |
| Whol service paper | 2 | 22,500 | 20,000 | 89 | 11 | 0 | 0 | 0 |
| Mfg public bldg furn | 2 | 16,000 | 15,000 | 94 | 0 | 3 | 3 | 0 |
| Detective/guard svcs | 2 | 10,250 | 10,000 | 51 | 49 | 0 | 0 | 0 |
| Whol electrical equip | 2 | 5,250 | 5,000 | 52 | 0 | 48 | 0 | 0 |
| Mfg sheet metalwork | 1 | 200,000 | 200,000 | 50 | 0 | 0 | 0 | 50 |
| Mfg misc plastic prdt | 1 | 100,000 | 100,000 | 50 | 0 | 0 | 50 | 0 |
| Mfg medical instrmnt | 1 | 100,000 | 100,000 | 0 | 100 | 0 | 0 | 0 |
| Travel agency | 1 | 95,000 | 95,000 | 100 | 0 | 0 | 0 | 0 |
| Mfg environment cntrl | 1 | 85,000 | 85,000 | 100 | 0 | 0 | 0 | 0 |
| Misc advertising svcs | 1 | 80,000 | 80,000 | 100 | 0 | 0 | 0 | 0 |

| | | | | | | | | |
|---------------------------------|------------|--------------------|-------------------|-----|-----|-----|----|-----|
| Tour operator | 1 | 65,000 | 65,000 | 100 | 0 | 0 | 0 | 0 |
| Air courier service | 1 | 45,000 | 45,000 | 50 | 0 | 0 | 0 | 50 |
| Mfg relays/controls | 1 | 45,000 | 45,000 | 50 | 0 | 0 | 0 | 50 |
| Electric eqpt repair | 1 | 25,000 | 25,000 | 50 | 0 | 0 | 50 | 0 |
| Mfg recording media | 1 | 20,000 | 20,000 | 0 | 0 | 100 | 0 | 0 |
| Mfg refrig/heat equip | 1 | 20,000 | 20,000 | 100 | 0 | 0 | 0 | 0 |
| Copper roll/drawing | 1 | 10,000 | 10,000 | 100 | 0 | 0 | 0 | 0 |
| Whol auto parts | 1 | 7,500 | 7,500 | 0 | 100 | 0 | 0 | 0 |
| Mfg nonwd office furn | 1 | 5,000 | 5,000 | 50 | 50 | 0 | 0 | 0 |
| Ret stationery | 1 | 5,000 | 5,000 | 50 | 0 | 50 | 0 | 0 |
| Help supply service | 1 | 5,000 | 5,000 | 100 | 0 | 0 | 0 | 0 |
| Misc publishing | 1 | 2,500 | 2,500 | 50 | 0 | 0 | 50 | 0 |
| Nonphysical research | 1 | 2,500 | 2,500 | 0 | 100 | 0 | 0 | 0 |
| Natnl commercial bank | 1 | 2,500 | 2,500 | 100 | 0 | 0 | 0 | 0 |
| Mfg signs/ad spectys | 1 | 2,500 | 2,500 | 100 | 0 | 0 | 0 | 0 |
| Ret electronics | 1 | 2,500 | 2,500 | 100 | 0 | 0 | 0 | 0 |
| Mfg plane engine/part | 1 | 1,000 | 1,000 | 0 | 0 | 0 | 0 | 100 |
| Coating/engrave svcs | 1 | 1,000 | 1,000 | 50 | 50 | 0 | 0 | 0 |
| Whol industrial equip | 1 | 1,000 | 1,000 | 100 | 0 | 0 | 0 | 0 |
| Whol piece goods | 1 | 1,000 | 1,000 | 50 | 50 | 0 | 0 | 0 |
| Information retrieval | 1 | 1,000 | 1,000 | 100 | 0 | 0 | 0 | 0 |
| Gravure printing | 1 | 1,000 | 1,000 | 50 | 0 | 0 | 50 | 0 |
| Mfg computer terminal | 1 | 1,000 | 1,000 | 50 | 50 | 0 | 0 | 0 |
| Mfg manifold forms | 1 | 750 | 750 | 100 | 0 | 0 | 0 | 0 |
| Whol heating/ac equip | 1 | 500 | 500 | 0 | 0 | 100 | 0 | 0 |
| Whol nondurable goods | 1 | 500 | 500 | 100 | 0 | 0 | 0 | 0 |
| Mfg telephone equip | 1 | 250 | 250 | 100 | 0 | 0 | 0 | 0 |
| Mfg frozen deserts | 1 | 250 | 250 | 0 | 0 | 100 | 0 | 0 |
| Books-print/publish | 1 | 100 | 100 | 0 | 0 | 0 | 0 | 100 |
| Reg misc coml sector | 1 | 100 | 100 | 100 | 0 | 0 | 0 | 0 |
| Mfg broadcastng equip | 1 | 100 | 100 | 0 | 100 | 0 | 0 | 0 |
| Mfg misc office eqpt | 1 | 50 | 50 | 100 | 0 | 0 | 0 | 0 |
| Lithographic printing | 1 | 50 | 50 | 100 | 0 | 0 | 0 | 0 |
| Whol chemicals | 1 | 50 | 50 | 0 | 0 | 0 | 0 | 100 |
| Mfg lab apparatus | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Other payment categories | | | | | | | | |
| Cash experiences | 24 | 505,550 | 500,000 | | | | | |
| Payment record unknown | 9 | 19,450 | 10,000 | | | | | |
| Unfavorable comments | 1 | 100 | 100 | | | | | |
| Placed for collections | 1 | N/A | 0 | | | | | |
| Total in D&B's file | 247 | 209,080,850 | 50,000,000 | | | | | |

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

Detailed payment history for this company

| Date Reported (mm/yy) | Paying Record | High Credit | Now Owes | Past Due | Selling Terms | Last Sale Within (month) |
|-----------------------|---------------|-------------|----------|----------|-----------------|--------------------------|
| 02/16 | Ppt | 65,000 | 5,000 | | Lease Agreement | |

| | | | | | | |
|-------|----------------|---------------|---------------|---------------|-------------------|-------------|
| | Ppt | 40,000 | 30,000 | 0 | | 1 mo |
| | Ppt | 30,000 | 100 | | Lease Agreemnt | |
| | Ppt | 1,000 | 1,000 | 0 | | 1 mo |
| | Ppt-Slow 30 | 500,000 | 250,000 | 250,000 | N30 | 1 mo |
| | Ppt-Slow 30 | 45,000 | 25,000 | 7,500 | N30 | 1 mo |
| | Slow 30 | 10,000 | 10,000 | 10,000 | N30 | 1 mo |
| 01/16 | Ppt | 40,000,000 | 20,000,000 | 0 | N30 | 1 mo |
| | Ppt | 7,000,000 | 7,000,000 | 0 | N30 | 1 mo |
| | Ppt | 1,000,000 | 95,000 | 0 | | 1 mo |
| | Ppt | 500,000 | 100 | 0 | | 1 mo |
| | Ppt | 100,000 | 100,000 | 0 | | 1 mo |
| | Ppt | 85,000 | 20,000 | 0 | | 1 mo |
| | Ppt | 50,000 | 25,000 | 0 | | 1 mo |
| | Ppt | 40,000 | 25,000 | 0 | | 1 mo |
| | Ppt | 40,000 | 35,000 | 0 | | 1 mo |
| | Ppt | 25,000 | 0 | | | 6-12 mos |
| | Ppt | 20,000 | 20,000 | 0 | N30 | 1 mo |
| | Ppt | 15,000 | 10,000 | 0 | | 1 mo |
| | Ppt | 10,000 | 0 | 0 | | 6-12 mos |
| | Ppt | 7,500 | 7,500 | 0 | | 1 mo |
| | Ppt | 5,000 | 5,000 | 0 | | 1 mo |
| | Ppt | 5,000 | 2,500 | 0 | | 1 mo |
| | Ppt | 5,000 | 0 | | | 6-12 mos |
| | Ppt | 5,000 | 0 | 0 | | 4-5 mos |
| | Ppt | 5,000 | 5,000 | 0 | | 1 mo |
| | Ppt | 2,500 | 2,500 | 0 | | 1 mo |
| | Ppt | 2,500 | 0 | 0 | N30 | 2-3 mos |
| | Ppt | 2,500 | 0 | 0 | | 2-3 mos |
| | Ppt | 2,500 | 2,500 | 0 | | 1 mo |
| | Ppt | 2,500 | 250 | 0 | | 1 mo |
| | Ppt | 2,500 | 750 | 0 | | 1 mo |
| | Ppt | 2,500 | 2,500 | 0 | | 1 mo |
| | Ppt | 2,500 | 0 | 0 | | 2-3 mos |
| | Ppt | 1,000 | 1,000 | 0 | | 1 mo |
| | Ppt | 1,000 | 0 | 0 | | 4-5 mos |
| | Ppt | 1,000 | 500 | 0 | | 1 mo |
| | Ppt | 1,000 | 1,000 | 0 | | 1 mo |
| | Ppt | 750 | 0 | 0 | | 2-3 mos |
| | Ppt | 750 | | | | 1 mo |
| | Ppt | 750 | 250 | 0 | | |
| | Ppt | 250 | 250 | 0 | N30 | 1 mo |
| | Ppt | 250 | 0 | 0 | | 2-3 mos |
| | Ppt | 250 | 0 | 0 | | 1 mo |
| | Ppt | 250 | 0 | 0 | | 6-12 mos |
| | Ppt | 250 | 0 | 0 | | 6-12 mos |
| | Ppt | 50 | 0 | 0 | N30 | 2-3 mos |
| | Ppt-Slow 30 | 50,000,000 | 50,000,000 | 15,000,000 | | 1 mo |
| | Ppt-Slow 30 | 2,000,000 | 1,000,000 | 1,000,000 | | 1 mo |
| | Ppt-Slow 30 | 400,000 | 400,000 | 0 | N30 | 1 mo |
| | Ppt-Slow 30 | 200,000 | 100,000 | 0 | | 1 mo |
| | Ppt-Slow 30 | 100,000 | 15,000 | 750 | | 1 mo |
| | Ppt-Slow 30 | 55,000 | 55,000 | 5,000 | 1 10 N30 | 1 mo |
| | Ppt-Slow 30 | 10,000 | 10,000 | 2,500 | | 1 mo |

| | | | | | |
|------------------------|---------|--------|--------|--------------|----------|
| Ppt-Slow 30 | 5,000 | 1,000 | 1,000 | 1 15 N30 | 1 mo |
| Ppt-Slow 30 | 1,000 | 0 | 0 | | 2-3 mos |
| Ppt-Slow 60 | 600,000 | 85,000 | 15,000 | | 1 mo |
| Ppt-Slow 60 | 2,500 | 2,500 | 1,000 | | 1 mo |
| Ppt-Slow 60 | 1,000 | 0 | 0 | | 2-3 mos |
| Ppt-Slow 90 | 100,000 | 0 | 0 | | 2-3 mos |
| Ppt-Slow 90 | 25,000 | 15,000 | 15,000 | | 2-3 mos |
| Ppt-Slow 90 | 1,000 | 500 | 500 | | 2-3 mos |
| Ppt-Slow 240 | 5,000 | 0 | 0 | | 2-3 mos |
| Slow 10 | 500 | 0 | 0 | | 6-12 mos |
| Slow 10 | 500 | 0 | 0 | N30 | 6-12 mos |
| Slow 30 | 100,000 | 25,000 | 25,000 | | 1 mo |
| Slow 30 | 7,500 | 7,500 | 5,000 | | 1 mo |
| Slow 30 | 2,500 | 1,000 | 1,000 | N30 | 1 mo |
| Slow 60 | 500 | 0 | 0 | N30 | 6-12 mos |
| Slow 60 | 500 | 100 | 0 | | 1 mo |
| Slow 90 | 2,500 | 2,500 | 2,500 | | 2-3 mos |
| Slow 30-90 | 1,000 | 500 | 100 | | 1 mo |
| Slow 30-90 | 250 | 250 | 250 | | 4-5 mos |
| Slow 30-90 | 100 | 100 | 100 | | |
| Slow 30-90+ | 15,000 | 7,500 | 7,500 | | 4-5 mos |
| Slow 90+ | 50 | 50 | 50 | | |
| (077) | 0 | 0 | 0 | Cash account | 2-3 mos |
| 06/15 | Slow 60 | 20,000 | 0 | 0 N30 | 6-12 mos |
| 03/15 | Slow 60 | 20,000 | 0 | 0 | 4-5 mos |
| (080) Credit refused . | 100 | 100 | 100 | | 1 mo |

Payments Detail Key: ■ 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated 

Summary

The following data includes both open and closed filings found in D&B's database on this company.

| Record Type | # of Records | Most Recent Filing Date |
|------------------------|--------------|-------------------------|
| Bankruptcy Proceedings | 0 | - |
| Judgments | 0 | - |
| Liens | 1 | 01/03/14 |
| Suits | 0 | - |
| UCCs | 68 | 08/11/15 |

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

| | |
|-----------------------------|--|
| Amount | 64 |
| Status | Released |
| CASE NO. | J819037 |
| Type | County Tax |
| Filed By | TAX COLLECTOR |
| Against | SHI INTERNATIONAL CORP, SAN FRANCISCO, CA |
| Where Filed | SAN FRANCISCO COUNTY RECORDERS OFFICE, SAN FRANCISCO, CA |
| Date Status Attained | 11/20/15 |
| Date Filed | 01/03/14 |
| Latest Info Received | 12/23/15 |

UCC Filings

| | |
|--------------------------------|--|
| Type | Continuation |
| Sec. Party | IBM CREDIT LLC |
| Debtor | SOFTWARE HOUSE INTERNATIONAL, INC. |
| Filing No. | 1922103 |
| Filed With | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |
| Date Filed | 2004-05-18 |
| Latest Info Received | 06/01/04 |
| Original UCC Filed Date | 1999-08-05 |
| Original Filing No. | 1922103 |

Collateral All Negotiable instruments including proceeds and products - All Inventory including proceeds and products - All Account(s) including proceeds and products - All Computer equipment including proceeds and products - and OTHERS

| | |
|--------------------------------|--|
| Type | Amendment |
| Sec. Party | IBM CREDIT LLC |
| Debtor | SOFTWARE HOUSE INTERNATIONAL, INC. |
| Filing No. | 1922103 |
| Filed With | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |
| Date Filed | 2005-02-01 |
| Latest Info Received | 03/02/05 |
| Original UCC Filed Date | 1999-08-05 |
| Original Filing No. | 1922103 |

| | |
|--------------------------------|--|
| Type | Amendment |
| Sec. Party | IBM CREDIT CORPORATION, ATLANTA, GA IBM CREDIT CORPORATION, ARMONK, NY |
| Debtor | SOFTWARE HOUSE INTERNATIONAL INC and OTHERS |
| Filing No. | 1922103 |
| Filed With | SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ |
| Date Filed | 2008-10-02 |
| Latest Info Received | 11/25/08 |
| Original UCC Filed Date | 1999-08-05 |
| Original Filing No. | 1922103 |

Type Continuation
Sec. Party IBM CREDIT CORPORATION, ARMONK, NY IBM CREDIT CORPORATION, ATLANTA, GA
Debtor SHI INTERNATIONAL CORP. and OTHERS
Filing No. 1922103
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2009-03-16
Latest Info Received 05/15/09
Original UCC Filed Date 1999-08-05
Original Filing No. 1922103

Collateral CONTRACT and proceeds
Type Partial release
Sec. Party IBM CREDIT CORPORATION, ATLANTA, GA
Debtor SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No. 1922103
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2011-10-03
Latest Info Received 12/20/12
Original UCC Filed Date 1999-08-05
Original Filing No. 1922103

Collateral SECURITY INTEREST and proceeds
Type Partial release
Sec. Party IBM CREDIT CORPORATION, ARMONK, NY
Debtor SHI INTERNATIONAL CORP. and OTHERS
Filing No. 1922103
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2011-12-21
Latest Info Received 04/07/12
Original UCC Filed Date 1999-08-05
Original Filing No. 1922103

Collateral SECURITY INTEREST and proceeds
Type Partial release
Sec. Party IBM CREDIT CORPORATION, ATLANTA, GA
Debtor SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No. 1922103
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2012-03-23
Latest Info Received 05/16/12
Original UCC Filed Date 1999-08-05
Original Filing No. 1922103

Collateral AGREEMENT and proceeds

Type Partial release
Sec. Party IBM CREDIT LLC, ATLANTA, GA
Debtor SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No. 1922103
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2012-06-25
Latest Info Received 09/04/12
Original UCC Filed Date 1999-08-05
Original Filing No. 1922103

Collateral SECURITY INTEREST and proceeds
Type Partial release
Sec. Party IBM CREDIT CORPORATION, ATLANTA, GA
Debtor SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No. 1922103
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2012-08-01
Latest Info Received 09/28/12
Original UCC Filed Date 1999-08-05
Original Filing No. 1922103

Collateral CONTRACT and proceeds
Type Partial release
Sec. Party IBM CREDIT CORPORATION, ATLANTA, GA
Debtor SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No. 1922103
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2012-11-01
Latest Info Received 01/10/13
Original UCC Filed Date 1999-08-05
Original Filing No. 1922103

Collateral CONTRACT and proceeds
Type Amendment
Sec. Party IBM CREDIT CORPORATION, ATLANTA, GA
Debtor SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No. 1922103
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2012-11-15
Latest Info Received 02/28/13
Original UCC Filed Date 1999-08-05
Original Filing No. 1922103

Collateral SECURITY INTEREST and proceeds

Type Partial release
Sec. Party IBM CREDIT CORPORATION, ATLANTA, GA
Debtor SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No. 1922103
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2013-02-13
Latest Info Received 04/18/13
Original UCC Filed Date 1999-08-05
Original Filing No. 1922103

Type Continuation
Sec. Party IBM CREDIT CORPORATION, ATLANTA, GA
Debtor SOFTWARE HOUSE INTERNATIONAL, INC.
Filing No. 1922103
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2014-04-16
Latest Info Received 09/09/14
Original UCC Filed Date 1999-08-05
Original Filing No. 1922103

Collateral Inventory including proceeds and products - Chattel paper including proceeds and products
Type Original
Sec. Party BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL
Debtor SHI INTERNATIONAL CORP
Filing No. 26077512
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2011-09-14
Latest Info Received 10/14/11

Type Amendment
Sec. Party BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL BANK OF AMERICA, NATIONAL ASSOCIATION, CHICAGO, IL
Debtor SHI INTERNATIONAL CORP
Filing No. 26077512
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2011-10-03
Latest Info Received 02/16/12
Original UCC Filed Date 2011-09-14
Original Filing No. 26077512

Collateral Accounts receivable and proceeds - Account(s) and proceeds
Type Original
Sec. Party CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
Debtor SHI INTERNATIONAL CORP.

Filing No. 51220974
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed 2015-06-25
Latest Info Received 07/31/15

Collateral Accounts receivable and proceeds - Account(s) and proceeds
Type Original
Sec. Party CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
Debtor SHI INTERNATIONAL CORP.
Filing No. 50581191
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed 2013-07-25
Latest Info Received 08/16/13

Collateral Inventory and proceeds - Assets and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds - and OTHERS
Type Original
Sec. Party EVERBANK COMMERCIAL FINANCE, INC., PARSIPPANY, NJ
Debtor SHI INTERNATIONAL CORP.
Filing No. 50451760
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed 2013-02-21
Latest Info Received 03/18/13

Collateral Inventory and proceeds - Assets and proceeds - Account(s) and proceeds - Computer equipment and proceeds - and OTHERS
Type Original
Sec. Party SG EQUIPMENT FINANCE USA CORP., JERSEY CITY, NJ
Debtor SHI INTERNATIONAL CORP.
Filing No. 50363506
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed 2012-10-17
Latest Info Received 12/20/12

Collateral Accounts receivable and proceeds - Contract rights and proceeds
Type Original
Sec. Party JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, CHICAGO, IL
Debtor SHI INTERNATIONAL CORP.
Filing No. 50219681
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ
Date Filed 2012-04-04
Latest Info Received 04/19/12

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Collateral General intangibles(s) including proceeds and products - Computer equipment including proceeds and products - Equipment including proceeds and products

Type Original

Sec. Party HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERKELEY HEIGHTS, NJ

Debtor SHI INTERNATIONAL CORP.

Filing No. 50126880

Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2011-11-18

Latest Info Received 12/12/11

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Collateral General intangibles(s) including proceeds and products - Computer equipment including proceeds and products - Equipment including proceeds and products

Type Original

Sec. Party HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERKELEY HEIGHTS, NJ

Debtor SHI INTERNATIONAL CORP.

Filing No. 50111916

Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2011-10-28

Latest Info Received 11/11/11

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Collateral Equipment and proceeds

Type Original

Sec. Party BANC OF AMERICA LEASING & CAPITAL, LLC, CHICAGO, IL EMC CORPORATION, HOPKINTON, MA

Debtor SHI INTERNATIONAL CORP.

Filing No. 26705781

Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2015-05-14

Latest Info Received 07/28/15

Government Activity

.....

Activity summary

| | |
|--|-----|
| Borrower (Dir/Guar) | NO |
| Administrative Debt | NO |
| Contractor | YES |
| Grantee | NO |
| Party excluded from federal program(s) | NO |

Possible candidate for socio-economic program consideration

| | |
|---------------------|-----|
| Labour Surplus Area | N/A |
| Small Business | N/A |
| 8(A) firm | N/A |

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Special Events

Currency: Shown in USD unless otherwise indicated 

Special Events

02/24/2016 -MERGER/ACQUISITION :

According to published reports, SHI International Corp. announced that it has acquired Eastridge, DUNS 124591228, (Winston Salem, NC).

History & Operations

Currency: Shown in USD unless otherwise indicated 

Company Overview

| | |
|-----------------------------------|---|
| Company Name: | SHI INTERNATIONAL CORP. |
| Doing Business As : | SOFTWARE HOUSE INTERNATIONAL , S H I |
| Street Address: | 290 Davidson Ave Somerset , NJ 08873 |
| Phone: | 732 764-8888 |
| Fax: | 732-805-0818 |
| URL: | http://www.shi.com |
| History | Is clear |
| Operations | Profitable |
| Present management control | 27 years |
| Annual Sales | 5,797,204,000 |

History

The following information was reported: **05/06/2015**

Officer(s): THAI LEE, CEO
KOGUAN LEO, CHB
HAL JAGGER, V PRES
PAUL NG, CFO-SEC-V PRES
MELISSA GRAHAM, V PRES
CELESTE LEE, V PRES
AL FITZGERALD, V PRES

DIRECTOR(S) : THE OFFICER(S)

The New Jersey Secretary of State's business registration file showed that SHI International Corp. was registered as a corporation on November 1989, under the file registration number 0100434583.

Business started 1989 by Leo Koguan. 60% of capital stock is owned by Thai Lee. 40% of capital stock is owned by Leo Koguan.

In November 1989, Software House International Inc was formed by Leo Koguan with the purchased of assets of Software House.

THAI LEE born 1958. Thai holds an MBA from Harvard Business School.

KOGUAN LEO born 1955. Koguan holds a Master's in International Relations.

HAL JAGGER. Hal obtained his B.A. of Political Science from the University of California, Davis in 1994.

PAUL NG. 1989-present active here.

MELISSA GRAHAM. Antecedents not available.

CELESTE LEE. Celeste holds a Master's from Harvard University.

AL FITZGERALD. Antecedents not available.

Operations

05/06/2015

Provides computer programming services, specializing in software development or applications. Provides computer and data processing, and preparation and data processing services.

Description: Has 15,000 account(s). Terms are Net 30 days. Sells to commercial concerns and governmental accounts. Territory : International.

Nonseasonal.

Employees: 2,850 which includes officer(s). 1,400 employed here.

Facilities: Owns 440,000 sq. ft. in on 1st-4th floor of a five story brick a building.

Location: Central business section on side street.

Branches: This business has multiple branches, detailed branch/division information is available in Dun & Bradstreet's linkage or family tree products.

This business has one subsidiary.

Subsidiaries:

Shi/Government Solutions, Inc.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

7371 0300 Computer software development and applications

7374 0000 Data processing and preparation

7374 9902 Data processing service

NAICS:

541511 Custom Computer Programming Services

518210 Data Processing, Hosting, and Related Services

518210 Data Processing, Hosting, and Related Services

Financials

Company Financials: D&B

05/06/2015

Two-year Statement Comparative:

| | Fiscal Consolidated Dec 31 2014 | Fiscal Consolidated Dec 31 2013 |
|----------------------|---------------------------------------|---------------------------------------|
| Current Assets | 1,264,921,000 | 1,087,624,149 |
| Current Liabilities | 1,011,455,000 | 873,910,309 |
| Current Ratio | 1.25 | 1.24 |
| Working Capital | 253,466,000 | 213,713,840 |
| Other Assets | 40,967,000 | 42,138,512 |
| Net Worth | 294,433,000 | 255,852,352 |

| | | |
|-------------------|---------------|---------------|
| Sales | 5,797,204,000 | 5,003,074,575 |
| Long Term Liab | 0 | 0 |
| Net Profit (Loss) | 89,269,000 | 74,773,105 |

Additional Financial Data

Fiscal Consolidated statement dated DEC 31 2014

| Assets | | Liabilities | |
|----------------------------------|----------------------|------------------------------------|----------------------|
| Cash | 84,268,000 | Accts Pay | 801,601,000 |
| Accts Rec | 1,122,641,000 | Wholesale Financing Agree Advances | 163,538,000 |
| Inventory | 52,776,000 | Accruals | 45,814,000 |
| Prepaid Exps & Sundry Receivable | 5,236,000 | Due To Related Party | 502,000 |
| Curr Assets | 1,264,921,000 | Curr Liabs | 1,011,455,000 |
| Fixt & Equip | 40,162,000 | COMMON STOCK | 100,000 |
| Security Deposits & Other Assets | 805,000 | ADDIT. PD.-IN CAP | 300,000 |
| | | ACCUM OTHER COMPREHENSIVE INCOME | 1,895,000 |
| | | RETAINED EARNINGS | 292,138,000 |
| Total Assets | 1,305,888,000 | Total Liabilities + Equity | 1,305,888,000 |

From JAN 01 2014 to DEC 31 2014 annual sales \$5,797,204,000; cost of goods sold \$5,354,580,000. Gross profit \$442,624,000; operating expenses \$348,727,000. Operating income \$93,897,000; other income \$794,000; other expenses \$3,512,000; net income before taxes \$91,179,000; other tax \$1,910,000. Net income \$89,269,000.

Extent of audit, if any, not indicated.

Fixed assets shown net less \$33,278,760 depreciation.

On MAY 01 2015 Akif Nizam, controller, referred to the above figures.

Request Financial Statements

Requested financials are provided by SHI INTERNATIONAL CORP. and are not DUNSRight certified.

Key Business Ratios

Statement Date Dec 31 2014
Based on this Number of Establishments 18

Industry Norms Based On 18 Establishments

| | This Business | Industry Median | Industry Quartile |
|----------------------------|---------------|-----------------|-------------------|
| Profitability | | | |
| Return on Sales % | 1.5 | 7.8 | 4 |
| Return on Net Worth % | 30.3 | 16.8 | 2 |
| Short-Term Solvency | | | |
| Current Ratio | 1.3 | 2.6 | 4 |
| Quick Ratio | 1.2 | 2.0 | 3 |

| Efficiency | | | |
|-----------------------------------|-------|------|---|
| Assets to Sales % | 22.5 | 88.1 | 1 |
| Sales / Net Working Capital | 22.9 | 3.0 | 1 |
| Utilization | | | |
| Total Liabilities / Net Worth (%) | 343.5 | 59.5 | 4 |

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PARTNERS

Immediately following is a high-level list of the products SHI is able to provide to the City of Mesa/IPA. Upon award, SHI would be happy to provide a much more comprehensive list if necessary.

| |
|---|
| 3M - Computer Accessories, Digital Telephones |
| 3M - General Accessories and Telephony |
| Accellion - Software |
| Acer - Computer Accessories, Digital Telephones |
| Acer - Computers |
| Acer - Displays and monitors |
| Acronis Software - General Accessories and Telephony |
| Acronis Software - Software |
| Acronis Software - Software |
| AddOn - Cables |
| AddOn - General Accessories and Telephony |
| AddOn - Memory |
| Adesso - Computer Accessories, Digital Telephones |
| Adobe - Software |
| Agate Software - Software |
| AlienVault - Software |
| Alliance Enterprises - Software |
| Altova - Software |
| APC by Schneider Electric - Computer Accessories, Digital Telephones |
| APC by Schneider Electric - Racks |
| Apple - Computer Accessories, Digital Telephones |
| Apple - Computers |
| Apple - General Accessories and Telephony |
| Apricorn - Storage Products |
| Arcserve - Software |
| AssetWorks - Software |
| ASUSTeK COMPUTER - Computer Accessories, Digital Telephones |
| ASUSTeK COMPUTER - Computers |
| ASUSTeK COMPUTER - Displays and monitors |
| ASUSTeK COMPUTER - General Accessories and Telephony |
| Atlassian - Software |
| Attachmate - Software |
| Attunity - Software |
| Audio - Technica - General Accessories and Telephony |
| Autodesk - Software |
| Avery - Office Supplies |
| Axiom Memory Solutions - Batteries |
| Axiom Memory Solutions - Cables |
| Axiom Memory Solutions - General Accessories and Telephony |
| Axiom Memory Solutions - Memory |
| Axiom Memory Solutions - Storage Products |
| Axway - Software |
| B&B Electronics Manufacturing Company - General Accessories and Telephony |

| |
|---|
| Barracuda Networks - General Accessories and Telephony |
| Barracuda Networks - Software |
| Barracuda Networks - Storage Products |
| Battery Technology - Batteries |
| Battery Technology - General Accessories and Telephony |
| Belkin - Cables |
| Belkin - Computer Accessories, Digital Telephones |
| Belkin - Computer Bags and Cases |
| Belkin - General Accessories and Telephony |
| BenQ - Displays and monitors |
| Bentley Systems - Software |
| BeyondTrust Software - Software |
| Bitdefender - Software |
| Black Box - Cables |
| Black Box - Computer Accessories, Digital Telephones |
| Black Box - General Accessories and Telephony |
| Black Box - Racks |
| Bluebeam Software - Software |
| Bluebeam Software - Software |
| BMC Software - Software |
| Bomgar - Software |
| Box - Software |
| Brenthaven - Computer Bags and Cases |
| Brocade Communications Systems - Computer Accessories, Digital Telephones |
| Brocade Communications Systems - Software |
| Brocade Communications Systems - Software |
| Brother - Computer Accessories, Digital Telephones |
| Brother - Office Supplies |
| Brother - Printers |
| Buffalo Technology - Storage Products |
| BUSlink - General Accessories and Telephony |
| BUSlink - Storage Products |
| C2G - Cables |
| C2G - Computer Accessories, Digital Telephones |
| C2G - General Accessories and Telephony |
| CA Technologies - Software |
| Canon - Batteries |
| Canon - Cameras |
| Canon - Computer Accessories, Digital Telephones |
| Canon - General Accessories and Telephony |
| Canon - Printers |
| Carbon Black - Software |
| Cartegraph - Software |
| Case Logic - Computer Bags and Cases |
| Case Logic - General Accessories and Telephony |
| Cellebrite - Software |
| Check Point Software Technologies - General Accessories and Telephony |
| Check Point Software Technologies - Software |

| |
|--|
| Cherwell - Software |
| Chief Manufacturing - Computer Accessories, Digital Telephones |
| Cisco Systems - Cables |
| Cisco Systems - Computer Accessories, Digital Telephones |
| Cisco Systems - General Accessories and Telephony |
| Cisco Systems - Racks |
| Cisco Systems - Software |
| Cisco Systems - Software |
| Cisco Systems - Storage Products |
| Citrix Systems - Software |
| CODi - Computer Bags and Cases |
| CommVault Systems - Software |
| Comprehensive Cable - Cables |
| Conduvis Technologies - Software |
| Corel - Software |
| CrowdStrike - Software |
| CSI Technology Group - Software |
| Da-Lite Screen - General Accessories and Telephony |
| Decision Lens - Software |
| Dell - Batteries |
| Dell - Cables |
| Dell - Computer Accessories, Digital Telephones |
| Dell - Computer Bags and Cases |
| Dell - Computers |
| Dell - Displays and monitors |
| Dell - General Accessories and Telephony |
| Dell - Memory |
| Dell - Printers |
| Dell - Racks |
| Dell - Storage Products |
| D-Link Systems - Computer Accessories, Digital Telephones |
| DocuSign - Software |
| Dropbox - Software |
| Eaton Corporation - Computer Accessories, Digital Telephones |
| Eaton Corporation - Racks |
| EDGE Memory - Memory |
| EDGE Memory - Storage Products |
| Elite Screens - General Accessories and Telephony |
| Embarcadero Technologies - Software |
| Embarcadero Technologies - Software |
| EMC - Software |
| enChoice - Software |
| EntIT Software LLC - Software |
| EntIT Software LLC - Software |
| Epson - Computer Accessories, Digital Telephones |
| Epson - General Accessories and Telephony |
| Epson - Printers |
| eReplacements - Batteries |

| |
|---|
| eReplacements - General Accessories and Telephony |
| Ergotron - Computer Accessories, Digital Telephones |
| Ergotron - General Accessories and Telephony |
| Erwin - Software |
| Erwin - Software |
| ESET - Software |
| Exabeam, Inc - Software |
| F5 Networks - Software |
| Faronics - Software |
| Fellowes - General Accessories and Telephony |
| FireEye - Software |
| Fischer International Identity - Software |
| Flexera Software - Software |
| Forcepoint LLC - Software |
| ForeScout Technologies - Software |
| ForgeRock - Software |
| Fortinet - General Accessories and Telephony |
| Fortinet - Software |
| Fortinet - Software |
| Fujifilm - Cameras |
| Fujitsu - Batteries |
| Fujitsu - Computer Accessories, Digital Telephones |
| Fujitsu - Computer Bags and Cases |
| Fujitsu - Computers |
| Fujitsu - General Accessories and Telephony |
| Fujitsu - Memory |
| Fujitsu - Storage Products |
| Genus Technologies - Software |
| GFI Software - Software |
| GlobalSCAPE - General Accessories and Telephony |
| GlobalSCAPE - Software |
| Griffin Technology - General Accessories and Telephony |
| Hewlett Packard Enterprise - Cables |
| Hewlett Packard Enterprise - Computer Accessories, Digital Telephones |
| Hewlett Packard Enterprise - Computers |
| Hewlett Packard Enterprise - General Accessories and Telephony |
| Hewlett Packard Enterprise - Memory |
| Hewlett Packard Enterprise - Racks |
| Hewlett Packard Enterprise - Software |
| Hewlett Packard Enterprise - Software |
| Hewlett Packard Enterprise - Storage Products |
| Honeywell - Computer Accessories, Digital Telephones |
| Honeywell - General Accessories and Telephony |
| Honeywell - Printers |
| Hootsuite - Software |
| HP, Inc. - Batteries |
| HP, Inc. - Computer Accessories, Digital Telephones |
| HP, Inc. - Computer Bags and Cases |



| |
|--|
| HP, Inc. - Computers |
| HP, Inc. - Displays and monitors |
| HP, Inc. - General Accessories and Telephony |
| HP, Inc. - Memory |
| HP, Inc. - Office Supplies |
| HP, Inc. - Printers |
| HP, Inc. - Software |
| HP, Inc. - Storage Products |
| IBM - Computer Accessories, Digital Telephones |
| IBM - Software |
| Idera - Software |
| Imperva - Software |
| Imprivata, Inc. - Software |
| Incapsulate LLC - Software |
| Incipio Technologies - Computer Bags and Cases |
| Incipio Technologies - General Accessories and Telephony |
| Informatica Corporation - Software |
| Intel - General Accessories and Telephony |
| Intel - Storage Products |
| Intermec - Printers |
| Intermedix - Software |
| InterSystems - Software |
| IOGEAR - Computer Accessories, Digital Telephones |
| Ipswitch - Software |
| Ipswitch - Software |
| Ivanti - Software |
| Jabra - General Accessories and Telephony |
| JAMF Software - Software |
| JAMF Software - Software |
| Juniper Networks - General Accessories and Telephony |
| Kaspersky Labs - Software |
| Kaspersky Labs - Software |
| Kensington - Computer Accessories, Digital Telephones |
| Kensington - Computer Bags and Cases |
| Kensington - General Accessories and Telephony |
| Kingston Technology - Memory |
| Kingston Technology - Storage Products |
| Kodak - Cameras |
| Kofax Image Products - Software |
| Kronos - Software |
| Laserfiche - Software |
| Lawsoft - Software |
| Lenovo - Batteries |
| Lenovo - Computer Accessories, Digital Telephones |
| Lenovo - Computer Bags and Cases |
| Lenovo - Computers |
| Lenovo - Displays and monitors |
| Lenovo - General Accessories and Telephony |

| |
|--|
| Lenovo - Memory |
| Lenovo - Racks |
| Lenovo - Storage Products |
| Lexmark International - Computer Accessories, Digital Telephones |
| Lexmark International - General Accessories and Telephony |
| Lexmark International - Printers |
| LG Electronics - Displays and monitors |
| LifeSize - Software |
| Lightspeed Systems - Software |
| LockPath, Inc - Software |
| Logitech - Cameras |
| Logitech - Computer Accessories, Digital Telephones |
| Logmein, Inc. - Software |
| LogRhythm - Software |
| Malwarebytes - Software |
| McAfee - Software |
| Micro Focus - Software |
| Micron Technology - Memory |
| Microsoft - Cameras |
| Microsoft - Computer Accessories, Digital Telephones |
| Microsoft - Computers |
| Microsoft - Software |
| Mimecast - Software |
| Mobile Edge - Computer Bags and Cases |
| Mobile Edge - General Accessories and Telephony |
| Modo Labs - Software |
| MuleSoft - Software |
| NEC - Computer Accessories, Digital Telephones |
| NEC - Displays and monitors |
| NEC - General Accessories and Telephony |
| NETGEAR - Computer Accessories, Digital Telephones |
| NETGEAR - General Accessories and Telephony |
| NetMotion Wireless - Software |
| NetOp - Software |
| Netscout Systems - Software |
| NetWrix Corporation - Software |
| Nimble Storage - Software |
| Nintex - Software |
| Nuance Communications - Software |
| Nutanix - Software |
| OGIO - Computer Bags and Cases |
| OKI - Computer Accessories, Digital Telephones |
| OKI - Printers |
| Olympus - General Accessories and Telephony |
| OpenText - Software |
| Oracle - Software |
| OtterBox - General Accessories and Telephony |
| Overland Storage - Storage Products |

| |
|---|
| Palo Alto Networks - Software |
| Panasonic - Batteries |
| Panasonic - Computer Accessories, Digital Telephones |
| Panasonic - Computers |
| Panasonic - Displays and monitors |
| Panasonic - General Accessories and Telephony |
| Panasonic - Office Supplies |
| Panduit - Cables |
| Panduit - General Accessories and Telephony |
| Panduit - Racks |
| Pega - Software |
| Pega Systems - Software |
| Philips - Displays and monitors |
| Pitney Bowes - Software |
| Planar Systems - Displays and monitors |
| Plantronics - General Accessories and Telephony |
| PNY Technologies - Memory |
| Polycom - General Accessories and Telephony |
| PrinterLogic - Software |
| Promise Technology - General Accessories and Telephony |
| Proofpoint - Software |
| ProPhoenix - Software |
| QNAP Systems, Inc - General Accessories and Telephony |
| Qualtrics - Software |
| Qualys - Software |
| Quantum - Storage Products |
| Quest Software - General Accessories and Telephony |
| Quest Software - Software |
| Quest Software - Software |
| Quest Software - Storage Products |
| Rapid7 - Software |
| Raritan Computer - Computer Accessories, Digital Telephones |
| Red Gate Software - Software |
| Red Hat - Software |
| Ricoh - Computer Accessories, Digital Telephones |
| Ricoh - Office Supplies |
| Ricoh - Printers |
| Rocket Software, Inc. - Software |
| RSA Security - Software |
| Ruckus Wireless - General Accessories and Telephony |
| SailPoint - Software |
| Salesforce - Software |
| Salient Corporation - Software |
| Samsonite - Computer Bags and Cases |
| Samsung - Batteries |
| Samsung - Computer Accessories, Digital Telephones |
| Samsung - Computers |
| Samsung - Displays and monitors |

| |
|--|
| Samsung - General Accessories and Telephony |
| Samsung - Memory |
| Samsung - Office Supplies |
| Samsung - Storage Products |
| SanDisk - Memory |
| SanDisk - Storage Products |
| SANS Institute - Software |
| SAP - Software |
| SAP BusinessObjects - Software |
| SAS Institute - Software |
| Seagate - General Accessories and Telephony |
| Seagate - Storage Products |
| Sennheiser - General Accessories and Telephony |
| SentinelOne - Software |
| Sentry Data Systems - Software |
| ServiceNow - Software |
| Sharp - Displays and monitors |
| SIIG - General Accessories and Telephony |
| Siteimprove - Software |
| Snow Software - Software |
| SolarWinds - Software |
| SolarWinds - Software |
| SonicWALL - General Accessories and Telephony |
| SonicWALL - Software |
| Sophos - Software |
| Spatial Data Logic - Software |
| Spillman Technologies, Inc. - Software |
| Splunk - Software |
| StarTech.com - Cables |
| StarTech.com - Computer Accessories, Digital Telephones |
| StarTech.com - General Accessories and Telephony |
| StarTech.com - Racks |
| StarTech.com - Storage Products |
| StorageCraft Technology - Software |
| SUPER MICRO Computer - General Accessories and Telephony |
| Swiftreach - Software |
| Symantec - Software |
| Symantec - Software |
| Tableau Software - Software |
| Tanium - Software |
| Targus - Computer Bags and Cases |
| Targus - General Accessories and Telephony |
| TechSmith - Software |
| Telerik - Software |
| Tenable Network Security - Software |
| Teradata - Software |
| ThreatTrack Security - Software |
| Thycotic - Software |

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|---|
| Toshiba - Computer Accessories, Digital Telephones |
| Toshiba - Computers |
| Toshiba - Storage Products |
| Total Micro Technologies - Batteries |
| Total Micro Technologies - General Accessories and Telephony |
| Transcend Information - Memory |
| Transcend Information - Storage Products |
| Trend Micro - Software |
| Tripp Lite - Batteries |
| Tripp Lite - Cables |
| Tripp Lite - Computer Accessories, Digital Telephones |
| Tripp Lite - General Accessories and Telephony |
| Tripp Lite - Racks |
| TriTech Software Systems - Software |
| Turbonomic, Inc. - Software |
| Tyco Electronics - Displays and monitors |
| Tyler Technologies - Software |
| Unitrends Software - Software |
| Urban Factory - General Accessories and Telephony |
| V7 - General Accessories and Telephony |
| Vanguard Integrity Professionals - Software |
| Varonis - Software |
| Veeam Software - Software |
| Veeam Software - Software |
| Veracode - Software |
| Verbatim - Computer Accessories, Digital Telephones |
| Verbatim - Memory |
| Veritas Technologies LLC - Software |
| ViewSonic - Computer Accessories, Digital Telephones |
| ViewSonic - Displays and monitors |
| ViewSonic - General Accessories and Telephony |
| VIZIO - Displays and monitors |
| VMware - Software |
| Vmware - Software |
| WatchGuard Technologies - General Accessories and Telephony |
| Webroot Software - Software |
| Western Digital - General Accessories and Telephony |
| Western Digital - Storage Products |
| Xerox - Computer Accessories, Digital Telephones |
| Xerox - General Accessories and Telephony |
| Xerox - Office Supplies |
| Xerox - Printers |
| Zebra Technologies - Batteries |
| Zebra Technologies - Cables |
| Zebra Technologies - Computer Accessories, Digital Telephones |
| Zebra Technologies - Printers |
| Zix Corporation - Software |
| ZOHO Corporation - Software |

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| Zonar Systems - Software |
| Zscaler - Software |



National Pricing Discount

RFP #2018011

For each item listed on the National Pricing Tab, Offerors are encouraged to provide a discount off of a verifiable price list by all manufacturers proposed. For example, Group 2, Item 5 is Keyboards. Offeror(s) may wish to propose more than one manufacturer of keyboards, such as Logitech, Fellowes, Belkin, Kensington, TrippLite, etc. Offeror(s) should provide a separate discount for each manufacturer being proposed. Offeror(s) should add additional columns to the pricing page(s) in order to accommodate additional manufacturers' discounts. In addition to indicating your proposed discounts, you must also apply those discounts to the sample items in the City of Mesa Market Basket tab (below).

- A. Propose a national discount off list price pricing structure. These are the minimum discounts Supplier will offer to Participating Agencies.
- B. Describe the catalog or index that discounts will be taken.
- C. Describe any special manufacturer pricing available to Participating Agencies.
- D. Describe any special large order or large customer pricing or additional discounts available to Participating Agencies.
- E. Describe any products offered by Supplier that are not captured in the pricing matrix below. Describe how Supplier proposes to price those items.

| | | | | | If applicable, you may add additional manufacturers/discounts | |
|--------|-------------------|--|-------------------|-------------------------------------|---|-------------------|
| Item # | Product | Product / Group | Proposed Discount | Manufacturer Name | Proposed Discount | Manufacturer Name |
| 1) | Group 1 - Systems | 1) Desktops | 4% | SHI's Full Catalog of Systems | % | |
| | | 2) Notebooks | 4% | SHI's Full Catalog of Systems | % | |
| | | 3) Tablets | 4% | SHI's Full Catalog of Systems | % | |
| | | 4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc) | 4% | SHI's Full Catalog of Systems | % | |
| | | 5) Keyboards | 4% | SHI's Full Catalog of Input Devices | % | |

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|--------------------|-------------------------|--------------------------------------|----|--------------------------------------|---|
| 2) | Group 2 - Input Devices | 6) Mice | 4% | SHI's Full Catalog of Input Devices | % |
| | | 7) Imaging Scanners | 4% | SHI's Full Catalog of Input Devices | % |
| | | 8) POS Scanners | 4% | SHI's Full Catalog of Input Devices | % |
| | | 9) Pointing Devices | 4% | SHI's Full Catalog of Input Devices | % |
| | | 10) Bar Code Readers | 4% | SHI's Full Catalog of Input Devices | % |
| | | 11) Audio Input | 4% | SHI's Full Catalog of Input Devices | % |
| | | 12) Input Adapters | 4% | SHI's Full Catalog of Input Devices | % |
| | | 13) PC and Network Cameras | 4% | SHI's Full Catalog of Input Devices | % |
| | | 14) Input Cables | 4% | SHI's Full Catalog of Input Devices | % |
| | | 15) Input Accessories | 4% | SHI's Full Catalog of Input Devices | % |
| | | 16) Displays | 4% | SHI's Full Catalog of Output Devices | % |
| | | 17) Printers | 4% | SHI's Full Catalog of Output Devices | % |
| | | 18) Inkjet Printres | 4% | SHI's Full Catalog of Output Devices | % |
| | | 19) Inkjet Photo Printers | 4% | SHI's Full Catalog of Output Devices | % |
| | | 20) Laser Printers | 4% | SHI's Full Catalog of Output Devices | % |
| 21) Label Printers | 4% | SHI's Full Catalog of Output Devices | % | | |

3)

Group 3 - Output Devices

| | | | |
|------------------------------------|----|--------------------------------------|---|
| 22) Dot Matrix Printers | 4% | SHI's Full Catalog of Output Devices | % |
| 23) Multi-Function Printers | 4% | SHI's Full Catalog of Output Devices | % |
| 24) Wide Format Printers | 4% | SHI's Full Catalog of Output Devices | % |
| 25) Multi-Function Inkjet Printers | 4% | SHI's Full Catalog of Output Devices | % |
| 26) Wide Format Printers | 4% | SHI's Full Catalog of Output Devices | % |
| 27) Fax Machine Printers | 4% | SHI's Full Catalog of Output Devices | % |
| 28) Printer Accessories | 4% | SHI's Full Catalog of Output Devices | % |
| 29) Projectors | 4% | SHI's Full Catalog of Output Devices | % |
| 30) Projector Accessories | 4% | SHI's Full Catalog of Output Devices | % |
| 31) Audio Input | 4% | SHI's Full Catalog of Output Devices | % |
| 32) Video Cards | 4% | SHI's Full Catalog of Output Devices | % |
| 33) Sound Cards | 4% | SHI's Full Catalog of Output Devices | % |
| 34) Output Accessories | 4% | SHI's Full Catalog of Output Devices | % |
| 35) Printer Consumables | 4% | SHI's Full Catalog of Output Devices | % |
| 36) Desktop | 4% | SHI's Full Catalog of Memory | % |
| 37) Flash | 4% | SHI's Full Catalog of Memory | % |

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|---------------------------|------------------|---------------------------------------|----|---------------------------------------|---|--|
| 4) | Group 4 - Memory | 38) Networking | 4% | SHI's Full Catalog of Memory | % | |
| | | 39) Notebook | 4% | SHI's Full Catalog of Memory | % | |
| | | 40) Printer / Fax | 4% | SHI's Full Catalog of Memory | % | |
| | | 41) Server | 4% | SHI's Full Catalog of Memory | % | |
| | | 42) Adapters Fibre Channel | 4% | SHI's Full Catalog of Storage Devices | % | |
| | | 43) Adapters FireWire / USB | 4% | SHI's Full Catalog of Storage Devices | % | |
| | | 44) Adapters IDE/ATA/SATA | 4% | SHI's Full Catalog of Storage Devices | % | |
| | | 45) Adapters RAID | 4% | SHI's Full Catalog of Storage Devices | % | |
| | | 46) Adapters SCSI | 4% | SHI's Full Catalog of Storage Devices | % | |
| | | 47) Bridges & Routers | 4% | SHI's Full Catalog of Storage Devices | % | |
| | | 48) Disk Arrays | 4% | SHI's Full Catalog of Storage Devices | % | |
| | | 49) Disk Arrays JBOD | 4% | SHI's Full Catalog of Storage Devices | % | |
| | | 50) Drives Magneto-Optical | 4% | SHI's Full Catalog of Storage Devices | % | |
| | | 51) Drives Removable Disks | 4% | SHI's Full Catalog of Storage Devices | % | |
| | | 52) Fiber Channel Switches | 4% | SHI's Full Catalog of Storage Devices | % | |
| 53) Hard Disks - External | 4% | SHI's Full Catalog of Storage Devices | % | | | |

5) Group 5 - Storage Devices

| | | | |
|--------------------------------|----|---------------------------------------|---|
| 54) Hard Disks - Fibre Channel | 4% | SHI's Full Catalog of Storage Devices | % |
| 55) Hard Disks - IDE/ATA/S | 4% | SHI's Full Catalog of Storage Devices | % |
| 56) Hard Disks - Notebook | 4% | SHI's Full Catalog of Storage Devices | % |
| 57) Hard Disks - SCSI | 4% | SHI's Full Catalog of Storage Devices | % |
| 58) Networking Accessories | 4% | SHI's Full Catalog of Storage Devices | % |
| 59) Optical Drives - CD-ROM | 4% | SHI's Full Catalog of Storage Devices | % |
| 60) Optical Drives - CD-RW | 4% | SHI's Full Catalog of Storage Devices | % |
| 61) Optical Drives - DVD-CD | 4% | SHI's Full Catalog of Storage Devices | % |
| 62) Optical Drives - DVD-RW | 4% | SHI's Full Catalog of Storage Devices | % |
| 63) Storage Accessories | 4% | SHI's Full Catalog of Storage Devices | % |
| 64) Storage - NAS | 4% | SHI's Full Catalog of Storage Devices | % |
| 65) Storage - SAN | 4% | SHI's Full Catalog of Storage Devices | % |
| 66) Tape Autoloaders -AIT | 4% | SHI's Full Catalog of Storage Devices | % |
| 67) Tape Autoloaders - DAT | 4% | SHI's Full Catalog of Storage Devices | % |
| 68) Tape Autoloaders - DLT | 4% | SHI's Full Catalog of Storage Devices | % |
| 69) Tape Autoloaders - LTO | 4% | SHI's Full Catalog of Storage Devices | % |

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| 70) Tape Drives - 4mm | 4% | SHI's Full Catalog of Storage Devices | % |
| 71) Tape Drives - 8mm/VXA | 4% | SHI's Full Catalog of Storage Devices | % |
| 72) Tape Drives - AIT | 4% | SHI's Full Catalog of Storage Devices | % |
| 73) Tape Drives - DAT | 4% | SHI's Full Catalog of Storage Devices | % |
| 74) Tape Drives - DLT | 4% | SHI's Full Catalog of Storage Devices | % |
| 75) Tape Drives - LTO/Ultrium | 4% | SHI's Full Catalog of Storage Devices | % |
| 76) Tape Drives SDLT | 4% | SHI's Full Catalog of Storage Devices | % |
| 77) Tape Drives - Travan | 4% | SHI's Full Catalog of Storage Devices | % |
| 78) 10/100 Hubs & Switches | 4% | SHI's Full Catalog of Network Equipment | % |
| 79) Bridges & Routers | 4% | SHI's Full Catalog of Network Equipment | % |
| 80) Gigabit Hubs & Swtiches | 4% | SHI's Full Catalog of Network Equipment | % |
| 81) Concentrators & Multiplexers | 4% | SHI's Full Catalog of Network Equipment | % |
| 82) Hardware Firewalls | 4% | SHI's Full Catalog of Network Equipment | % |
| 83) Intrusion Detection | 4% | SHI's Full Catalog of Network Equipment | % |
| 84) KVM | 4% | SHI's Full Catalog of Network Equipment | % |
| 85) Modems | 4% | SHI's Full Catalog of Network Equipment | % |

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|------------------------------------|-----------------------------|---|----|---|---|--|
| 6) | Group 6 - Network Equipment | 86) Network Test Equipment | 4% | SHI's Full Catalog of Network Equipment | % | |
| | | 87) Network Adapters | 4% | SHI's Full Catalog of Network Equipment | % | |
| | | 88) Network Cables | 4% | SHI's Full Catalog of Network Equipment | % | |
| | | 89) Network Accessories | 4% | SHI's Full Catalog of Network Equipment | % | |
| | | 90) Repeaters & Transceivers | 4% | SHI's Full Catalog of Network Equipment | % | |
| | | 91) Wireless LAN Accessories | 4% | SHI's Full Catalog of Network Equipment | % | |
| | | 92) Token Authentication | 4% | SHI's Full Catalog of Network Equipment | % | |
| | | 93) 10G Fiber Optic Transceivers | 4% | SHI's Full Catalog of Network Equipment | % | |
| | | 94) 1G Fiber Optic Transceivers | 4% | SHI's Full Catalog of Network Equipment | % | |
| | | 95) Licensing Packages (e.g. Microsoft) | 4% | SHI's Full Catalog of Software | % | |
| 96) Licensing Backup | 4% | SHI's Full Catalog of Software | % | | | |
| 97) Licensing Barcode/OC | 4% | SHI's Full Catalog of Software | % | | | |
| 98) Licensing Business Application | 4% | SHI's Full Catalog of Software | % | | | |
| 99) Licensing CAD/CAM | 4% | SHI's Full Catalog of Software | % | | | |
| 100) Licensing - Cloning | 4% | SHI's Full Catalog of Software | % | | | |
| 101) Licensing - Computer Services | 4% | SHI's Full Catalog of Software | % | | | |

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|--|----|--------------------------------|---|
| 102) Licensince - Database | 4% | SHI's Full Catalog of Software | % |
| 103) Licensing - Development | 4% | SHI's Full Catalog of Software | % |
| 104) Licensing - Entertainment | 4% | SHI's Full Catalog of Software | % |
| 105) Licensing - Financial | 4% | SHI's Full Catalog of Software | % |
| 106) Licensing - Flow Chart | 4% | SHI's Full Catalog of Software | % |
| 107) Licensing - Graphic Design | 4% | SHI's Full Catalog of Software | % |
| 108) Licensing - Handheld | 4% | SHI's Full Catalog of Software | % |
| 109) Licensing - Network OS | 4% | SHI's Full Catalog of Software | % |
| 110) Licensing - OS | 4% | SHI's Full Catalog of Software | % |
| 111) Licensing - Personal Organization | 4% | SHI's Full Catalog of Software | % |
| 112) Licensing - Presentation | 4% | SHI's Full Catalog of Software | % |
| 113) Licensing - Reference | 4% | SHI's Full Catalog of Software | % |
| 114) Licensing - Report Analysis | 4% | SHI's Full Catalog of Software | % |
| 115) Licensing - Spreadhseet | 4% | SHI's Full Catalog of Software | % |
| 116) Licensing - Utilities | 4% | SHI's Full Catalog of Software | % |
| 117) Licensing - Warranties | 4% | SHI's Full Catalog of Software | % |

7)

Group 7 - Software

| | | | |
|--------------------------------------|----|--------------------------------|---|
| 118) Licensing - Web Development | 4% | SHI's Full Catalog of Software | % |
| 119) Licensing - Word Processing | 4% | SHI's Full Catalog of Software | % |
| 120) Software - Backup | 4% | SHI's Full Catalog of Software | % |
| 121) Software - Barcode / OCR | 4% | SHI's Full Catalog of Software | % |
| 122) Software - Business Application | 4% | SHI's Full Catalog of Software | % |
| 123) Software - CAD/CAM | 4% | SHI's Full Catalog of Software | % |
| 124) Software - Cloning | 4% | SHI's Full Catalog of Software | % |
| 125) Software - Computer Services | 4% | SHI's Full Catalog of Software | % |
| 126) Software - Database | 4% | SHI's Full Catalog of Software | % |
| 127) Software - Development | 4% | SHI's Full Catalog of Software | % |
| 128) Software - Entertainment | 4% | SHI's Full Catalog of Software | % |
| 129) Software - Financial | 4% | SHI's Full Catalog of Software | % |
| 130) Software - Flow Chart | 4% | SHI's Full Catalog of Software | % |
| 131) Software - Graphic Design | 4% | SHI's Full Catalog of Software | % |
| 132) Software - Handheld | 4% | SHI's Full Catalog of Software | % |
| 133) Software - OS | 4% | SHI's Full Catalog of Software | % |

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|----|--------------------------|---------------------------------------|----|--------------------------------------|---|--|
| | | 134) Software - Personal Organization | 4% | SHI's Full Catalog of Software | % | |
| | | 135) Software - Presentation | 4% | SHI's Full Catalog of Software | % | |
| | | 136) Software - Reference | 4% | SHI's Full Catalog of Software | % | |
| | | 137) Software - Report Analysis | 4% | SHI's Full Catalog of Software | % | |
| | | 138) Software - Spreadsheet | 4% | SHI's Full Catalog of Software | % | |
| | | 139) Software - Utilities | 4% | SHI's Full Catalog of Software | % | |
| | | 140) Software - Warranties | 4% | SHI's Full Catalog of Software | % | |
| | | 141) Software - Web Development | 4% | SHI's Full Catalog of Software | % | |
| | | 142) Software - Word Processing | 4% | SHI's Full Catalog of Software | % | |
| | | 143) Media - 4mm tape | 4% | SHI's Full Catalog of Media Supplies | % | |
| | | 144) Media - AIT tape | 4% | SHI's Full Catalog of Media Supplies | % | |
| | | 145) Media - DAT tape | 4% | SHI's Full Catalog of Media Supplies | % | |
| | | 146) Media - DLT tape | 4% | SHI's Full Catalog of Media Supplies | % | |
| | | 147) Media LTO / Ultrium tape drive | 4% | SHI's Full Catalog of Media Supplies | % | |
| 8) | Group 8 - Media Supplies | 148) Media - Magneto - Optical | 4% | SHI's Full Catalog of Media Supplies | % | |
| | | 149) Media - Optical | 4% | SHI's Full Catalog of Media Supplies | % | |

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|----|--|----------------------------------|----|---|---|--|
| | | 150) Media - SLR tape | 4% | SHI's Full Catalog of Media Supplies | % | |
| | | 151) Media - Travan tape | 4% | SHI's Full Catalog of Media Supplies | % | |
| | | 152) Media - VXA tape | 4% | SHI's Full Catalog of Media Supplies | % | |
| | | 153) Media - zip | 4% | SHI's Full Catalog of Media Supplies | % | |
| 9) | Group 9 - Collaboration & IP Telephony | 154) IP phones | 4% | SHI's Full Catalog of Collobration and IP Telephony | % | |
| | | 155) Video conferencing products | 4% | SHI's Full Catalog of Collobration and IP Telephony | % | |
| | | 156) Voice gateways / servers | 4% | SHI's Full Catalog of Collobration and IP Telephony | % | |
| | | 157) Headsets | 4% | SHI's Full Catalog of Collobration and IP Telephony | % | |
| | | 158) Audo conferencing products | 4% | SHI's Full Catalog of Collobration and IP Telephony | % | |
| | | 159) Analog phones | 4% | SHI's Full Catalog of Collobration and IP Telephony | % | |
| | | 160) Accessories | 4% | SHI's Full Catalog of Collobration and IP Telephony | % | |
| | | 161) Advanced Integration | 4% | SHI's Full Catalog of Other | % | |
| | | 162) Asset Disposal | 4% | SHI's Full Catalog of Other | % | |

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|--------------------------------|----|-----------------------------|---|
| 163) Asset Management | 4% | SHI's Full Catalog of Other | % |
| 164) Cables | 4% | SHI's Full Catalog of Other | % |
| 165) Cables - custom | 4% | SHI's Full Catalog of Other | % |
| 166) Cables - printer | 4% | SHI's Full Catalog of Other | % |
| 167) Complex warranties | 4% | SHI's Full Catalog of Other | % |
| 168) Desktop Accessories | 4% | SHI's Full Catalog of Other | % |
| 169) Display Accessories | 4% | SHI's Full Catalog of Other | % |
| 170) Electronic Services | 4% | SHI's Full Catalog of Other | % |
| 171) Handheld Accessories | 4% | SHI's Full Catalog of Other | % |
| 172) Imaging Accessories | 4% | SHI's Full Catalog of Other | % |
| 173) Imaging - Camcorders | 4% | SHI's Full Catalog of Other | % |
| 174) Imaging - Digital Cameras | 4% | SHI's Full Catalog of Other | % |
| 175) Intrenal Lab Service | 4% | SHI's Full Catalog of Other | % |
| 176) Lab fees | 4% | SHI's Full Catalog of Other | % |
| 177) Managed Services | 4% | SHI's Full Catalog of Other | % |
| 178) Miscellaneous solutions | 4% | SHI's Full Catalog of Other | % |

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|-------------------------------------|----|-----------------------------|---|
| 179) Mounting hardware for vehicles | 4% | SHI's Full Catalog of Other | % |
| 180) Networking Warranties | 4% | SHI's Full Catalog of Other | % |
| 181) Notebook Accessories | 4% | SHI's Full Catalog of Other | % |
| 182) Notebook Batteries | 4% | SHI's Full Catalog of Other | % |
| 183) PC Lab order services | 4% | SHI's Full Catalog of Other | % |
| 184) POS Accessories | 4% | SHI's Full Catalog of Other | % |
| 185) POS Displays | 4% | SHI's Full Catalog of Other | % |
| 186) Power Accessories | 4% | SHI's Full Catalog of Other | % |
| 187) Power Surge Protection | 4% | SHI's Full Catalog of Other | % |
| 188) Power UPS | 4% | SHI's Full Catalog of Other | % |
| 189) Server Accessories | 4% | SHI's Full Catalog of Other | % |
| 190) Service Charge | 4% | SHI's Full Catalog of Other | % |
| 191) System Components | 4% | SHI's Full Catalog of Other | % |
| 192) Training Courses | 4% | SHI's Full Catalog of Other | % |
| 193) Training Reference Manuals | 4% | SHI's Full Catalog of Other | % |
| 194) Warranties - Electronic | 4% | SHI's Full Catalog of Other | % |

| | | | |
|-------------------------------------|----|-----------------------------|---|
| 195) iPad / Tablet Stylus | 4% | SHI's Full Catalog of Other | % |
| 196) Mouse / Wrist Pads | 4% | SHI's Full Catalog of Other | % |
| 197) Security Locks and Hardware | 4% | SHI's Full Catalog of Other | % |
| 198) Tools | 4% | SHI's Full Catalog of Other | % |
| 199) Document Scanner Accessories | 4% | SHI's Full Catalog of Other | % |
| 200) Flatbed Scanners | 4% | SHI's Full Catalog of Other | % |
| 201) Mobile Scanners | 4% | SHI's Full Catalog of Other | % |
| 202) Network Scanners | 4% | SHI's Full Catalog of Other | % |
| 203) Sheetfed Scanners | 4% | SHI's Full Catalog of Other | % |
| 204) Wide Format Scanners | 4% | SHI's Full Catalog of Other | % |
| 205) Workgroup / Department Scanner | 4% | SHI's Full Catalog of Other | % |
| 206) Build to Order Desktops | 4% | SHI's Full Catalog of Other | % |
| 207) Nettop | 4% | SHI's Full Catalog of Other | % |
| 208) Point of Sale | 4% | SHI's Full Catalog of Other | % |
| 209) Ultra Small Form Factor | 4% | SHI's Full Catalog of Other | % |
| 210) Apple / Mac Memory Upgrades | 4% | SHI's Full Catalog of Other | % |

10)

Group 10 - Other

| | | | |
|--|----|-----------------------------|---|
| 211) Chips / SIMMs/SIPPs / ROMs | 4% | SHI's Full Catalog of Other | % |
| 212) Computer Cases | 4% | SHI's Full Catalog of Other | % |
| 213) CPUs / Fans | 4% | SHI's Full Catalog of Other | % |
| 214) Memory Accessories | 4% | SHI's Full Catalog of Other | % |
| 215) Motherboards / Chassis | 4% | SHI's Full Catalog of Other | % |
| 216) 1 - 2 port Serial Boards | 4% | SHI's Full Catalog of Other | % |
| 217) 3+ port Serial Boards | 4% | SHI's Full Catalog of Other | % |
| 218) Console Server | 4% | SHI's Full Catalog of Other | % |
| 219) Device Server | 4% | SHI's Full Catalog of Other | % |
| 220) Terminal Server | 4% | SHI's Full Catalog of Other | % |
| 221) Content Management | 4% | SHI's Full Catalog of Other | % |
| 222) Firewall / VPN Appliances | 4% | SHI's Full Catalog of Other | % |
| 223) Multifunction Security Appliances | 4% | SHI's Full Catalog of Other | % |
| 224) Network Camera Accessories | 4% | SHI's Full Catalog of Other | % |
| 225) Network Cameras | 4% | SHI's Full Catalog of Other | % |
| 226) Physical/Environmental Security | 4% | SHI's Full Catalog of Other | % |

| | | | |
|---|----|-----------------------------|---|
| 227) Security Appliance Accessories | 4% | SHI's Full Catalog of Other | % |
| 228) Security Tokens | 4% | SHI's Full Catalog of Other | % |
| 229) Unified Threat Management | 4% | SHI's Full Catalog of Other | % |
| 230) 2-way Radios / Walkie Talkies | 4% | SHI's Full Catalog of Other | % |
| 231) Apple Notebooks | 4% | SHI's Full Catalog of Other | % |
| 232) Convertible PCs / Slate PCs / iPad | 4% | SHI's Full Catalog of Other | % |
| 233) iPad | 4% | SHI's Full Catalog of Other | % |
| 234) Slate Tablet Computers | 4% | SHI's Full Catalog of Other | % |
| 235) GPS / PDA | 4% | SHI's Full Catalog of Other | % |
| 236) Wireless Communication Devices | 4% | SHI's Full Catalog of Other | % |
| 237) Batteries | 4% | SHI's Full Catalog of Other | % |
| 238) Power Supplies / Adapters | 4% | SHI's Full Catalog of Other | % |
| 239) Rackmount Equipment | 4% | SHI's Full Catalog of Other | % |
| 240) Remote Power Management | 4% | SHI's Full Catalog of Other | % |
| 241) Surge Suppressors | 4% | SHI's Full Catalog of Other | % |
| 242) UPS / Battery Backup | 4% | SHI's Full Catalog of Other | % |

| | | | |
|-------------------------------------|----|-----------------------------|---|
| 243) 14" & smaller LCD Display | 4% | SHI's Full Catalog of Other | % |
| 244) 15-19" LCD Display | 4% | SHI's Full Catalog of Other | % |
| 245) 15-19" Wide LCD Display | 4% | SHI's Full Catalog of Other | % |
| 246) 15-19" Wide LED Display | 4% | SHI's Full Catalog of Other | % |
| 247) 20-30" LCD Display | 4% | SHI's Full Catalog of Other | % |
| 248) 20-30" Wide LCD Display | 4% | SHI's Full Catalog of Other | % |
| 249) 20-30" Wide LED Display | 4% | SHI's Full Catalog of Other | % |
| 250) PCoIP and Zero Client Displays | 4% | SHI's Full Catalog of Other | % |
| 251) Arm Mounts | 4% | SHI's Full Catalog of Other | % |
| 252) Ceiling Mounts | 4% | SHI's Full Catalog of Other | % |
| 253) Combo Mounts | 4% | SHI's Full Catalog of Other | % |
| 254) Desktop Stands / Risers | 4% | SHI's Full Catalog of Other | % |
| 255) Flat Wall Mounts | 4% | SHI's Full Catalog of Other | % |
| 256) Mount Accessories | 4% | SHI's Full Catalog of Other | % |
| 257) Pole Display | 4% | SHI's Full Catalog of Other | % |
| 258) Stands / Carts / Feet | 4% | SHI's Full Catalog of Other | % |

| | | | |
|-----------------------|----|-----------------------------|---|
| 259) Tilt Wall Mounts | 4% | SHI's Full Catalog of Other | % |
| 260) C-Cure Products | 4% | SHI's Full Catalog of Other | % |
| 261) Istar Products | 4% | SHI's Full Catalog of Other | % |

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|-----|--|--|-----------------------------|------------------------------------|--|
| 11) | Group 11 - Services | | STANDARD HOURLY RATE | DISCOUNT FROM STANDARD RATE | SHI will work with local partners when possible to insure the City is getting the best value. Prices for Services will vary depending on the local partners. The rates below are an average. |
| | | Design and Analysis | \$ 125.00 | 4% | |
| | | Configuration | \$ 165.00 | 4% | |
| | | Implementation | \$ 185.00 | 4% | |
| | | Installation | \$ 185.00 | 4% | |
| | | Training | \$ 99.00 | 4% | |
| | | Maintenance & Support | \$ 99.00 | 4% | |
| | | Additional Services Offered (please list any additional services offered and applicable discount / fees on a separate page and attach) | | | |
| 12) | Group 12 - Additional Products/Services Not Identified | Respondents please add | | | |
| | | Respondents please add | | | |
| | | Respondents please add | | | |
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All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customer public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be found on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published Price. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our pricing structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

If awarded, SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

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| Item Description | Item Number | Unit of Measure | % Off Catalog Discount (As identified on National Pricing Tab) | MSRP Price | Extended Price (MSRP - % Off Catalog) |
|--|-------------------------------|-----------------|--|-------------|---------------------------------------|
| HP EliteBook x360 1030 G2 (Energy Star) | 1BS95UT#ABA | EA | 4.00% | \$ 1,339.00 | \$ 1,285.44 |
| 10.5-inch Apple iPad Pro Wi-Fi + Cellular 64GB - Space Gray | MQEY2LL/A | EA | 4.00% | \$ 825.00 | \$ 792.00 |
| Dell OptiPlex 7050 Small Form Factor | S028O7050SFFUSR-83F9F | EA | 4.00% | \$1,055.45 | \$ 1,013.23 |
| Dell Latitude 5480 Laptop | S022L548014USR 4C99R | EA | 4.00% | \$1,143.91 | \$ 1,098.16 |
| Samsung Galaxy Tab E - Tablet - Android 6.0 (Marshmallow) - 16GB - 8" - 4G | SM-T377VZKAVZW | EA | 4.00% | \$ 210.00 | \$ 201.60 |
| Logitech MX800 Wireless Keyboard & Mouse | 920-006237 | EA | 4.00% | \$ 141.00 | \$ 135.36 |
| Microsoft Designer Bluetooth Desktop Keyboard and Mouse set | 7N9-00001 | EA | 4.00% | \$ 83.00 | \$ 79.68 |
| Microsoft Wireless Comfort Desktop 5050 Keyboard and Mouse set | PP4-00001 | EA | 4.00% | \$ 58.00 | \$ 55.68 |
| Logitech MK120 USB Wired Keyboard/Mouse set | 920-002565 | EA | 4.00% | \$ 14.00 | \$ 13.44 |
| Kensington Pro Fit Keyboard and Mouse set | K72324US | EA | 4.00% | \$ 32.00 | \$ 30.72 |
| HP 27ER 27 Inch Display | T3M88AA#ABA | EA | 4.00% | \$241.63 | \$ 231.96 |
| HP DesignJet T830 36-in Multifunction Printer | F9A30A#B1K | EA | 4.00% | \$ 6,907.00 | \$ 6,630.72 |
| Dell UltraSharp 27" 4K Monitor | U2718Q | EA | 4.00% | \$ 643.00 | \$ 617.28 |
| InFocus IN1116 - DLP Projector - Portable - 3D | IN1116 | EA | 4.00% | \$ 887.00 | \$ 851.52 |
| PNY NVIDIA NVS 810 Graphics Card - 2GPU's - NVS 810 - 4GB | VCNVS810DVI-PB | EA | 4.00% | \$ 704.00 | \$ 675.84 |
| Kingston DDR4-32 GB- DIMM 288-pin | KTH-PL424/32G | EA | 4.00% | \$ 410.00 | \$ 393.60 |
| Cisco DDR4-32 GB- DIMM 288-pin | UCS-MR-1X322RV-A | EA | 4.00% | \$710.48 | \$ 682.06 |
| Cisco DDR3L-32 GB- LRDIMM 240-pin | UCS-ML-1X324RY-A | EA | 4.00% | \$821.34 | \$ 788.49 |
| Kingston DDR3-64 GB- DIMM 240-pin | KVR16R11D4K4/64-CT64G4LFQ424A | EA | 4.00% | \$978.90 | \$ 939.75 |
| Proline - DDR - 1GB - DIMM 184-pin | ASA5510-MEM-1GBCDW | EA | 4.00% | \$ 237.51 | \$ 228.01 |
| Western Digital Red 6 TB internal HD | WD60EFRX | EA | 4.00% | \$ 261.00 | \$ 250.56 |

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|---|-----------------------------------|----|-------|----------------------|----------------------|
| Seagate Video 3.5 HDD ST4000VM000 4TB | ST4000VM000 ST4000VX007 | EA | 4.00% | \$134.30 | \$ 128.93 |
| Dell PowerVault RD1000 RDX USB external | RD1000 | EA | 4.00% | \$ 162.00 | \$ 155.52 |
| Samsung 850 EVO 250 GB Internal SSD | MZ-75E250B/AM | EA | 4.00% | \$ 113.00 | \$ 108.48 |
| SanDisk Cruzer Blade - USB flash drive 8 GB | SDCZ50-008G-B35 | EA | 4.00% | \$ 6.00 | \$ 5.76 |
| Cisco Nexus 7000 Series - Switch - Rack Mountable - With Fan Tray | N7K-C7010= | EA | 4.00% | \$ 17,700.00 | \$ 16,992.00 |
| Extreme Networks C-Series C5 C5G124-24P2 Switch 24 ports Managed | C5G124-24P2 | EA | 4.00% | \$4,895.06 | \$ 4,699.26 |
| Juniper EX4200 24F - Switch - Managed | EX4200-24F-1AA | EA | 4.00% | \$10,758.00 | \$ 10,327.68 |
| Ruckus ZoneFlex R600 - Wireless Access Point | 901-R600-US00 | EA | 4.00% | \$ 811.00 | \$ 778.56 |
| Juniper EX 2200 24P switch managed | EX2200-24P-4G | EA | 4.00% | \$ 1,433.00 | \$ 1,375.68 |
| Adobe Acrobat Pro 2017 - License - 1User | 65280374AF01A00 | EA | 4.00% | \$407.97 | \$ 391.65 |
| Adobe Acrobat Standard 2017 - License - 1 User | 65280416AD01A00 | EA | 4.00% | \$ 310.00 | \$ 297.60 |
| Microsoft Project Professional 2016 - Box Pack - 1PC | H30-05451 | EA | 4.00% | \$ 1,021.00 | \$ 980.16 |
| Microsoft Windows 10 Pro License 1User | FQC-08930 | EA | 4.00% | \$ 157.00 | \$ 150.72 |
| Nuance Dragon Naturally Speaking Premium Box Pack Version (13) 1User | K609A-G00-13.0 | EA | 4.00% | \$ 195.00 | \$ 187.20 |
| Verbatim DataLifePlus DVD-R Media 50 Pack | 95078 | PK | 4.00% | \$ 19.00 | \$ 18.24 |
| Memorex DVD+R x 25 Storage media | 05618 05638 | PK | 4.00% | \$18.10 | \$ 17.38 |
| Kingston Data Traveler SE9 G2 16GB USB 3.0 | DTSE9G2/16GB | EA | 4.00% | \$ 15.00 | \$ 14.40 |
| Apricorn Aegis Secure Key 3.0 - USB Flash Drive - 120GB | ASK3-120GB | EA | 4.00% | \$ 236.00 | \$ 226.56 |
| Optical Quantum White Inkjet Hub Printable BD-R | OQBDRDL06WIPH-25 | EA | 4.00% | \$72.36 | \$ 69.47 |
| OpenScope Desk Phone | IP-55G SIPL30250-F600-C281 | EA | 4.00% | \$528.50 | \$ 507.36 |
| MediaTrix C711 8 FXS Gateway | C711-01-MX-D2000-K-000 | EA | 4.00% | \$371.20 | \$ 356.35 |
| Avaya Business Series Terminal T7208 - Digital Phone | NT8B26AAMAE6 | EA | 4.00% | #N/A | #N/A |
| APC1500VA | SMT1500 | EA | 4.00% | \$ 524.00 | \$ 503.04 |
| APC Smart-UPS X 3000VA Rack UPS | SMX3000RMLV2U | EA | 4.00% | \$ 1,547.00 | \$ 1,485.12 |
| AirMagnet Survey Pro/Planner and Spectrum XT Bundle - License and Media (1 license) | AM/A1580 | EA | 4.00% | \$ 5,610.00 | \$ 5,385.60 |

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|--------------------|--------------|
| <u>Total Price</u> | \$ 62,157.82 |
|--------------------|--------------|

DELIVERY: See Specifications and/or Mesa Standard Terms and Conditions.

Vendor Name __SHI International Corp__



CONTRACT AMENDMENT

Contract Title: Information Technology Solutions

Contractor: SHI International Corporation

Contract Number: 2018011

Amendment Number: Six (6)

Description of Change:

1. Contract Extension. Term of contract extension March 1, 2025, through September 28, 2025.

2. Addition of Dell Apex

a. Percentage Discount

| | Product/Services Description | Percentage Discount |
|----|------------------------------|---------------------|
| 1. | Dell Apex | Minimum 4.5% |

b. Dell Apex Terms and Conditions

1. Dell Apex purchases made under this Contract are subject to additional terms and conditions that will be provided at or before time of the purchase. Such additional terms and conditions will take precedence over any conflicting terms in this Contract.
2. All other terms and conditions of the above referenced Contract shall remain unchanged and in full force and effect.

3. Amazon Web Services (AWS).

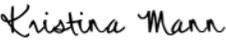
a. Cloud Services Terms and Conditions

- i. Contract Amendment 3, Exhibit A, is deleted and replaced the following link:
<https://www.publicsector.shidirect.com/terms/aws-customer-agreement-public-sector>.

Effective Date of Change: May 30, 2024

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

SHI International Corp.:

DocuSigned by:


Signature

Kristina Mann

City of Mesa:



Signature

Edward Quedens

CONTRACT AMENDMENT

Printed Name

City Manager Designee

5/30/2024

5/30/24 10:05 MST

Date

Date

Reviewed by:

Ted Stallings

Ted Stallings, Procurement Officer II

General Terms

1. Scope and applicability

- 1.1 These terms (the “**General Terms**”) govern Your access to, and use of, Cisco Offers and incorporate any Supplemental Terms and Offer Descriptions applicable to Your Order. Capitalized terms are defined in section 14 (Definitions).
- 1.2 You agree to these terms by accessing or using a Cisco Offer, finalizing Your Order or through Your express agreement, whichever happens first. These terms apply independently of any contract You may have with a Cisco Partner.

2. Use Rights

- 2.1 **License and right to use.** Cisco grants You, for Your direct benefit, a non-exclusive:
 - (a) license to use Software and Cisco Content; and
 - (b) right to use Subscription Offers, including Cloud Services,in accordance with Your Order or as otherwise agreed in writing (collectively, the “**Use Rights**”). Your Use Rights are non-transferable (except Software as permitted under the Transfer Policies).
- 2.2 **Limits on usage.** You may not:
 - (a) transfer, sell, sublicense, monetize or provide the functionality of any Cisco Offer to any third party, except as authorized by Cisco;
 - (b) use the Software on second hand or refurbished Cisco devices or use Software licensed for a specific device on a different device unless authorized by Cisco or permitted under the Transfer Policies;
 - (c) remove, change, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks from any Cisco Offer;
 - (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of Cisco Offers; or
 - (e) use Cisco Content other than as reasonably needed to exercise Your Use Rights.
- 2.3 **Acceptable use.** You will ensure Your access or use of Software or Subscription Offers does not:
 - (a) violate applicable laws or the rights of any third party; or
 - (b) impede or interfere with the security, stability, availability or performance of any Cloud Service, or any other network or service (e.g., denial-of-service attacks, penetration testing or distribution of malware).
- 2.4 **Suspension.** Cisco may suspend Your access to Software or Subscription Offers if it reasonably believes that You or an Authorized User have materially breached sections 2.2 (Limits on usage) or 2.3 (Acceptable use).
- 2.5 **Use by third parties.** If You permit Authorized Users to access Cisco Offers on Your behalf:
 - (a) You will make sure all Authorized Users follow these terms; and
 - (b) You are liable for any breach of these terms by an Authorized User.
- 2.6 **Interoperability requirements.** If required by law, Cisco will promptly provide the information You request to achieve interoperability between applicable Cisco Offers and another independently created program on terms that reasonably protect Cisco’s proprietary interests.
- 2.7 **Use with third party products.** Cisco does not support or guarantee integration with third party technologies or services unless they are included as part of a Cisco Offer or agreed in writing.
- 2.8 **Changes to Subscription Offers.** Cisco may change its Subscription Offers, typically to enhance them or add features. These changes will not materially reduce the core functionality of the affected Subscription Offers during the Use Term.
- 2.9 **Maintaining Subscription Offers.** Cisco may occasionally perform maintenance of its Subscription Offers which may disrupt the performance or availability of affected Subscription Offers. Cisco will provide advanced notice of planned maintenance when reasonably possible. If Cisco performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption of affected Subscription Offers.
- 2.10 **Open-source technology.** Separate license terms apply to third party open-source technology used in Cisco Offers. Open-source terms are found at [Cisco's Open Source](#) webpage. As long as You use Cisco Offers according to these General Terms, Cisco’s use of open-source technology in Cisco Offers will not impede Your exercise of Use Rights or cause Your software to become subject to an open-source license.

3. Free trials

- 3.1 **Accessing Free Trials.** Your Approved Source may let You access or use Cisco Offers on a trial, evaluation, beta or other free-of-charge basis (“Free Trial”). You may only access or use the Free Trial for the period specified (“Free Trial Period”) and under any additional terms specified by Your Approved Source in writing. If no Free Trial Period is specified, You may only access or use the Free Trial for 60 days after the Free Trial is available to You. Free Trials may not come with support and may be incomplete or have errors. Unless agreed in writing by Cisco, You will not use the Free Trial in a production environment.
- 3.2 **Ending Free Trials.** At the end of a Free Trial, You will promptly Return the Cisco Offers as described in the Free Trial terms. Your Approved Source may change or terminate a Free Trial at its discretion with reasonable notice.
- 3.3 **Continued use and disclaimer.**
 - (a) If You continue accessing a Cisco Offer after a Free Trial Period or fail to Return a Cisco Offer, You will pay any applicable fees reasonably charged by Your Approved Source.
 - (b) **Unless agreed by Cisco in writing or required by law, Free Trials are provided “AS-IS” without any express or implied warranties.**

4. End of life

- 4.1 **Notification.** Cisco may end the life of Cisco Offers by providing notice at the [End-of-Sale and End-of-Life Products](#) webpage.
- 4.2 **Pre-paid Cloud Service.** If Your Approved Source is prepaid a fee for Your use of a Cloud Service that is end of life before Your then-current Use Term ends, Cisco will either (a) provide You with a generally available alternative offer, or (b) if Cisco cannot reasonably provide an alternative offer, it will credit the unused balance of fees paid for the relevant Cloud Service to Your Approved Source or You (if Cisco is the Approved Source) once You Return the Cloud Service.
- 4.3 **Credit.** Credits issued under section 4.2 (Pre-paid Cloud Service) are calculated from the last date the applicable Cloud Service is available to the end of the applicable Use Term and may be applied only towards the future purchase of Cisco Offers.

5. Paying Your Approved Source

You will pay Your Approved Source all amounts due under Your Orders, including fees for additional consumption of a Subscription Offer or under a Buying Program.

6. Confidentiality

- 6.1 **General obligation.** A recipient of Confidential Information will protect that Confidential Information using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This section 6 (Confidentiality) will not apply to information which:
 - (a) is known by the recipient without confidentiality obligations;
 - (b) is or has become public knowledge through no fault of the recipient; or
 - (c) is independently developed by, or for, the recipient.
- 6.2 **Permitted recipients.** A recipient of Confidential Information will not disclose Confidential Information to any third party, except to its employees, Affiliates and contractors who need to know. The recipient is liable for a breach of this section 6 by its permitted recipients and must ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient’s obligations under these terms.
- 6.3 **Required disclosures.** The recipient may reveal Confidential Information if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser’s reasonably requested protective actions, at the discloser’s expense.
- 6.4 **Returning, destroying and retaining Confidential Information.** The recipient will return, delete or destroy all Confidential Information and confirm in writing it has done so within 30 days of the discloser’s written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business. Retained Confidential Information will continue to be subject to this section 6 for five years, or until the Confidential Information is no longer a trade secret under applicable law.

7. Privacy and security

- 7.1 Cisco respects Your Data and will access and use Data in accordance with the Data Briefs.
- 7.2 In addition, if Cisco processes Personal Data or Customer Content, Cisco will process such data according to:
 - (a) the Data Processing Terms for Personal Data (which are incorporated by reference);
 - (b) the security measures described in Cisco’s Information Security Exhibit;
 - (c) the Privacy Data Sheets applicable to the relevant Cisco Offer; and

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(d) privacy and data protection laws applicable to Cisco Offers.

7.3 You will ensure Your use of Cisco Offers (including collection, processing and use of Customer Content with Cisco Offers) complies with privacy and data protection laws applicable to Your Cisco Offers, including industry-specific requirements. You are also responsible for providing notice to, and getting consents from individuals whose data may be collected, processed, transferred and stored through Your use of Cisco Offers.

8. Ownership of intellectual property

8.1 Unless agreed in writing, nothing in these terms transfers ownership in any intellectual property rights. You keep ownership of Customer Content and Cisco keeps ownership of Cisco Offers and Cisco Content.

8.2 Cisco may use any feedback You provide in connection with Your use of Cisco Offers.

9. Intellectual property indemnity

9.1 **Claims.** Cisco will defend any third-party claim against You asserting that Your valid use of a Cisco Offer infringes a third party’s patent, copyright or registered trademark (the “IP Claim”). Cisco will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if You:

- (a) promptly notify Cisco in writing of the IP Claim (but failure to promptly notify Cisco only limits Cisco’s obligations to the extent it is prejudiced by the delay);
- (b) fully cooperate with Cisco in the defense of the IP Claim; and
- (c) grant Cisco the right to exclusively control the defense and settlement of the IP Claim, and any appeal.

Cisco does not have to reimburse You for attorney fees and costs incurred before Cisco receives notification of the IP Claim. You may retain Your own legal representation at Your own expense.

9.2 **Additional remedies.** If an IP Claim prevents or is likely to prevent You from accessing or using the applicable Cisco Offer, Cisco will either get the right for You to continue using the Cisco Offer or replace or modify the applicable Cisco Offer with non-infringing functionality that is at least equivalent. If Cisco determines those options are not reasonably available, then Cisco will provide a prorated refund for the impacted Cisco Offer.

9.3 **Exclusions.** Cisco has no duty regarding any IP Claim to the extent based on:

- (a) any designs, specifications or requirements provided by You, or on Your behalf;
- (b) modification of a Cisco Offer by You, or on Your behalf;
- (c) the amount or duration of use made of a Cisco Offer, revenue You earned, or services You offered;
- (d) combination, operation, or use of the Cisco Offer with non-Cisco products, software, content or business processes; or
- (e) Your failure to change or replace the Cisco Offer as required by Cisco.

9.4 To the extent allowed by law, this section 9 states Your only remedy regarding an IP Claim against You.

10. Performance standards

10.1 **Service Level Agreement.** Cisco Offers will comply with applicable Service Level Agreements, as set out in the corresponding Offer Description.

10.2 **Warranties.** Cisco provides these warranties for Cisco Offers:

| Warranty | Cisco Offer | | |
|---|-------------|----------|---------------------|
| | Hardware | Software | Subscription Offers |
| Cisco warrants that the Cisco Offer substantially complies with the Documentation as follows: (a) if the Cisco Offer is a Subscription Offer, starting from commencement of the service, for the duration of the services; and (b) if the Cisco Offer is Hardware or Software, for 90 days from shipment or longer as stated in Documentation, or as set out in Product Warranties webpage. | ✔ | ✔ | ✔ |
| Cisco warrants it will use commercially reasonable efforts and methods to deliver the Cisco Offer free from Malicious Code. | | ✔ | ✔ |
| Cisco warrants that the Cisco Offer is free from defects in material and workmanship for 90 days from shipment or longer as stated in Documentation or as set out in Product Warranties webpage. | ✔ | | |

To make a claim for breach of these warranties, promptly notify both Cisco and Cisco Partner (if they are Your Approved Source) within any specified warranty period.

10.3 **Qualifications**

(a) You may have legal rights in Your country that prohibit or restrict the limitations set out in this section 10. This section 10 applies only to the extent permitted under applicable law.

- (b) Section 10.2 does not apply if Your breach of the General Terms contributes to the breach of warranty, or if the Cisco Offer:
 - (1) has not been used according to its Documentation;
 - (2) has been altered, except by Cisco or its authorized representative;
 - (3) has been subjected to abnormal or improper environmental conditions, accident or negligence, or installation or use inconsistent with Cisco's instructions or the terms on which it is supplied by Cisco;
 - (4) is provided under a Free Trial; or
 - (5) has not been provided by an Approved Source.
- (c) Your sole remedy for breach of a warranty under section 10.2 is, at Cisco's option, either:
 - (1) repair or replacement of the applicable Cisco Offer; or
 - (2) a refund of either:
 - (A) the fees paid for Use Rights in the non-conforming Software;
 - (B) the fees paid for the period in which the Subscription Offer did not conform less any amounts paid or owed under a Service Level Agreement; or
 - (C) the fees paid for the non-conforming Hardware.
- (d) **Except as provided in Section 10.2 above, and to the extent allowed by law, Cisco makes no express or implied warranties of any kind regarding the Cisco Offers. This disclaimer includes any warranty, condition or other term as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. Cisco does not warrant that Cisco Offers will be secure, uninterrupted or error-free.**

11. Liability

- 11.1 **Excluded liability.** Neither party is liable for:
 - (a) indirect, incidental, reliance, consequential, special or exemplary damages; or
 - (b) loss of actual or anticipated revenue, profit, business, savings, data, goodwill or use, business interruption, damaged data, wasted expenditure or delay in delivery (in all cases, whether direct or indirect).
- 11.2 **Liability cap.** Each party's entire liability for all claims relating to these terms will not exceed the greater of: (a) the fees paid to Cisco for the specific Cisco Offer that is the subject of the claim in the 12 months before the first incident giving rise to such liability; or (b) \$100,000 USD. This cap is cumulative for all claims (not per incident) and applies collectively to each party and its Affiliates (not per Affiliate).
- 11.3 **Unlimited liability.** Nothing in this section 11 limits or excludes liabilities that cannot be excluded or limited under applicable law, or for:
 - (a) bodily injury or death resulting directly from the other party's negligence;
 - (b) fraudulent misrepresentation or wilful misconduct;
 - (c) breach of confidentiality obligations, unless the breach relates to section 7 (Privacy and security);
 - (d) failure to pay for Cisco Offers;
 - (e) misuse or misappropriation by a party of the other party's intellectual property rights; or
 - (f) failure to comply with export control obligations.

12. Termination

- 12.1 **Material breach.** Either party may provide written notice to the other party if the other party materially breaches these terms or any written terms otherwise agreed under an affected Order. If the breach remains uncured after 30 days of the date of that notice, the non-breaching party may immediately terminate the affected Orders, in whole or in part.
- 12.2 **Termination for Compliance with Laws.** Cisco may terminate these terms and affected Orders immediately upon written notice if continued provision of the Cisco Offers will result in a violation of section 13.7 (Compliance with Laws).
- 12.3 **Effect of termination or expiration.** You will Return applicable Cisco Offers (except any Cisco Offer in which title has transferred to You) at the end of Your Use Term or upon termination of an Order.

13. General provisions

- 13.1 **Survival.** Sections 5 (Paying Your Approved Source), 6 (Confidentiality), 7 (Privacy and security), 8 (Ownership of intellectual property), 9 (IP Indemnity), 10 (Performance standards), 11 (Liability), 12 (Termination) and 13 (General provisions) survive termination of these terms.

- 13.2 **No agency.** These terms do not create any agency, partnership, joint venture, or franchise relationship.
- 13.3 **Assignment and subcontracting.**
- (a) Except as set out below, neither party may assign or novate these terms in whole or in part without the other party's written consent which will not be unreasonably withheld. Cisco may assign these terms in connection with the sale of a part of its business, or to its Affiliates if it provides prior written notice to You.
- (b) Cisco may subcontract any performance associated with any Cisco Offer to third parties if such subcontract is consistent with these terms and does not relieve Cisco of any of its obligations under these terms.
- 13.4 **Third party beneficiaries.** These terms do not grant any right or cause of action to any third party.
- 13.5 **Use records.** You will keep reasonable records of your use of the Cisco Offers. You will let Cisco and its auditors who are under a written obligation of confidentiality access records of Your use of the Cisco Offers (including books, systems, and accounts) within 30 days' notice from Cisco. Cisco may not give this notice more than once in any 12-month period and will conduct any audit during Your normal business hours. If the verification process reveals underpayment of fees, You will pay these fees within 30 days.
- 13.6 **Changes to these terms.** The version of the General Terms applicable to Your Order is the version published at the [Cisco General Terms](#) webpage when the Order is placed. If Cisco changes these terms or any of its parts, these changes will be published at the [Cisco General Terms](#) webpage. These changes will only apply to Cisco Offers Ordered or renewed after the date of the change.
- 13.7 **Compliance with laws**
- (a) **General.** Cisco will comply with all applicable laws relating to providing Cisco Offers under these terms. You will comply with all applicable laws relating to Your receipt and use of Cisco Offers, including sector-specific requirements and obtaining required licenses or permits (if any).
- (b) **Trade Compliance.** Cisco Offers are subject to US and other export control and sanctions laws around the world. These laws govern the use, transfer, export and re-export of Cisco Offers. Each party will comply with such laws and obtain all licenses or authorizations it is required to maintain. Please refer to Cisco's trade compliance policies at the [General Export Compliance](#) webpage.
- 13.8 **Governing law and venue.** These terms, and any disputes arising from them, are subject to the governing law and exclusive jurisdiction and venue listed below, based on Your primary place of business. Each party consents and submits to the exclusive jurisdiction of the courts in the listed venue. These laws apply despite conflicts of laws rules or the United Nations Convention on Contracts for the International Sale of Goods. Despite the below, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of confidentiality obligations or intellectual property or proprietary rights.

| Your Primary Place of Business | Governing Law | Jurisdiction and Venue |
|--|-------------------------------------|---|
| United States, Latin America or the Caribbean, or a location not specified below | State of California, United States | Superior Court of California, County of Santa Clara and Federal Courts of the Northern District of California |
| Africa, Asia*, Europe*, Middle East, Oceania* | England | English Courts |
| Australia | State of New South Wales, Australia | State and Federal Courts in New South Wales |
| Canada | Province of Ontario, Canada | Courts of the Province of Ontario |
| Mainland China | People's Republic of China | Hong Kong International Arbitration Center |
| Italy | Italy | Court of Milan |
| Japan | Japan | Tokyo District Court of Japan |

* Excluding locations listed separately in this table.

If You are a US State, Local and Education ("SLED") Government end user, these terms, and any disputes arising from them, are subject to the laws of the primary jurisdiction in which You are located.

If You are a US Federal Government end user, these terms, and any disputes arising from them, are subject to the laws of the United States.

- 13.9 **US Government end users**
- (a) **US SLED Government.** These terms govern all access to Software, Subscription Offers and Documentation by US SLED Government end users. No other rights are granted by Cisco.
- (b) **US Federal Government.** The Software, Subscription Offers and Documentation are considered "commercial computer software" and "commercial computer software documentation" under FAR 12.212 and DFARS 227.7202. These terms govern all access to Software, Subscription Offers and

Documentation by US Federal Government end users. No other rights are granted by Cisco, but any inconsistency in these terms with federal procurement regulations is not enforceable against the US Federal Government.

- 13.10 **Notice.** Unless provided in these terms, applicable Offer Description, or an Order, notices to Cisco (a) should be sent to Cisco Systems, Legal Department, 170 West Tasman Drive, San Jose, CA 95134 or by email to contract-notice@cisco.com, and (b) are considered effective (i) upon delivery, if personally delivered, (ii) the next day, if sent by overnight mail, (iii) 3 business days after deposit, postage prepaid, if mailed, or (iv) the same day receipt is acknowledged, if sent by e-mail. Cisco may deliver notice to You under these terms via email or regular mail, but it may provide notices of a general nature applicable to multiple customers on cisco.com.
- 13.11 **Force majeure.** Neither party is responsible for delay or failure to perform its obligations to the extent caused by events beyond a party's reasonable control including severe weather events, acts of God, supply shortages, labor strikes, epidemic, pandemic, acts of government, war, acts of terrorism or the stability or availability of utilities (including electricity and telecommunications). The affected party must make commercially reasonable efforts to mitigate the impact of the force majeure event.
- 13.12 **No waiver.** Failure by either party to enforce any right under these terms will not waive that right.
- 13.13 **Severability.** If any term in these terms is invalid or unenforceable, then the rest of these terms will continue with full force and effect to the extent possible.
- 13.14 **Entire agreement.** These terms are the complete agreement between the parties regarding the subject of these terms and replace all previous communications, understandings or agreements (whether written or oral).
- 13.15 **Translations.** Cisco may provide local language translations of these terms in some locations. Those translations are provided for informational purposes only. If there is any inconsistency in those translations, the English version of these terms will prevail.
- 13.16 **No publicity.** Neither party will issue any press release or other publications regarding Your use of Cisco Offers without the other party's advance written permission.
- 13.17 **Order of precedence.**
 - (a) If there is any conflict between these General Terms, Supplemental Terms or any Offer Descriptions, the order of precedence (from highest to lowest) is:
 - (1) Regional terms;
 - (2) Data Processing Terms;
 - (3) Offer Descriptions;
 - (4) Supplemental Terms (other than Regional Terms);
 - (5) these General Terms; then
 - (6) any applicable Cisco policy referenced in these General Terms.
 - (b) As between You and Cisco, these terms prevail over any inconsistencies with Your contract with any Cisco Partner.

14. Definitions

| Term | Meaning |
|-----------------------------|--|
| Affiliate | Any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own over 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through voting rights or other lawful means (e.g., a contract that allows control). |
| Approved Source | Cisco, a Cisco Partner, or a fulfillment agent (e.g., public cloud marketplaces) as may be appointed by Cisco from time to time. |
| Authorized Users | Your users including Affiliates, Your third-party service providers, and each of their respective Users. |
| Buying Program | Cisco's consumption-based programs for buying Cisco Offers such as the Cisco Enterprise Agreement. |
| Cisco, we, our or us | Cisco Systems, Inc. or its applicable Affiliates. |
| Cisco Content | Systems Information and data, materials or other content provided by Cisco directly or through Your Approved Source to You as part of Your access to Cisco Offers. |
| Cisco Offer | Cisco-branded (a) Hardware, (b) Use Rights in Software or Cloud Services, (c) technical support included in a Subscription Offer and (d) incidental technology and resources. |
| Cisco Partner | A Cisco authorized reseller, distributor, systems integrator or other third party authorized by Cisco to sell Cisco Offers. |
| Cloud Service | An on-demand service provided by Cisco accessible via the internet and provides software, platform, infrastructure and network products and services on an 'as-a-service' basis as described in the applicable Offer Description. |

| Term | Meaning |
|-------------------------------------|---|
| Confidential Information | Non-public proprietary information of the discloser obtained by the recipient in connection with these terms, which: <ul style="list-style-type: none"> (a) is conspicuously marked as confidential if written or clearly stating the information is confidential when (or promptly after) it is verbally disclosed; or (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or orally. |
| Customer Content | As defined in the Data Brief at the Customer Content - Data Brief webpage. |
| Data | Personal Data, Customer Content and Systems Information. |
| Data Briefs | Documents describing each type of Data (e.g., Personal Data, Customer Content and Systems Information) that Cisco Offers collect, how it is collected, and when it is used, available at the Trust Portal webpage. |
| Data Processing Terms | Cisco's data processing terms in the Data Protection Agreement , or terms agreed between You and Cisco covering the same scope. |
| Documentation | The technical specifications and use materials officially published by Cisco specifying the functionalities and capabilities of the applicable Cisco Offer as updated from time to time. |
| Free Trial | As defined in section 3.1 (Accessing free trials). |
| Free Trial Period | As defined in Section 3.1 (Accessing free trials). |
| Hardware | Tangible Cisco-branded hardware products as generally available on the Price List. Hardware does not include any tangible product listed on the Price List in the name of a third party. |
| Information Security Exhibit | A document describing the security measures that Cisco implements to secure Personal Data and Customer Content, available at the Information Security Exhibit webpage. |
| Malicious Code | Code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Cisco Offer (e.g., as part of Cisco's security products). |
| Offer Description | A document published by Cisco as an 'Offer Description' that has more information or related terms specific to a Cisco Offer or Buying Program, available at the Product Specific Terms webpage. |
| Order | The transaction through which You acquire a Cisco Offer from an Approved Source, including through buying and ordering documents, signing an agreement or statement of work, or transacting through an online ordering tool or marketplace. |
| Personal Data | Any information about, or relating to, an identifiable individual. It includes any information that can be linked to an individual or used to, directly or indirectly, identify an individual, natural person. Further information regarding Personal Data is on the Personal Data - Data Brief webpage. |
| Price List | The price lists published at Cisco.com corresponding to the Cisco entity that sells the applicable Cisco Offer. |
| Privacy Data Sheet | The privacy data sheet applicable to a Cisco Offer available on the Trust Portal - Privacy Data Sheet webpage. |
| Return | Stopping all use of, destroying or returning applicable Cisco Offers to Your Approved Source, as directed by Cisco or Your Approved Source. |
| Service Level Agreement | The service level agreement applicable to a Subscription Offer (if applicable) as set out in the applicable Offer Description. |
| Software | Cisco-branded computer programs, including Upgrades and firmware. |
| Subscription Offer | Cisco Offers provided on a term, or subscription, basis under Your Order. |
| Supplemental Terms | Any additional terms applicable to Your Order (including those applying to a specific region or Buying Program). |
| Systems Information | As defined in the Systems Information – Data Brief webpage. |
| Transfer Policies | Cisco policies for movement of Use Rights as set out in the Cisco Software Transfer and Re-licensing Policy and the Software License Portability Policy . |
| Upgrades | All updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software. |
| Use Term | The period You may exercise Use Rights in the Cisco Offer under Your Order. |
| Use Rights | As set out in section 2.1. |
| You, Your | The individual or legal entity acquiring access to Cisco Offers. |



Pricing Proposal
Quotation #: 26215227
Created On: 5/21/2025
Valid Until: 6/18/2025

CA-City of Murrieta

john borger

1 Town Square
Murrieta, CA 92562
United States
Phone: 951-304-2489
Fax:
Email: jborger@MurrietaCA.gov

Inside Account Manager

Chris Toussaint

290 Davidson Ave
Somerset, NJ,08873
Phone: 8005276389 ext:5553569
Fax:
Email: chris_toussaint@shi.com

All Prices are in US Dollar (USD)

| Product | Qty | Your Price | Total |
|--|-----|------------|-------------|
| 1 Meraki MR Enterprise License, 1YR Cisco Systems - Part#: LIC-ENT-1YR Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 | 122 | \$170.60 | \$20,813.20 |
| 2 Meraki MS120-8LP Enterprise License and Support, 1 Year Cisco Systems - Part#: LIC-MS120-8LP-1YR Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 | 1 | \$50.33 | \$50.33 |
| 3 Meraki MS210-24P Enterprise License and Support, 1 Year Cisco Systems - Part#: LIC-MS210-24P-1YR Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 | 1 | \$210.68 | \$210.68 |
| 4 Meraki MS250-24P Enterprise License and Support, 1YR Cisco Systems - Part#: LIC-MS250-24P-1YR Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 | 1 | \$411.14 | \$411.14 |
| 5 Meraki MS350-24 Enterprise License and Support, 1YR Cisco Systems - Part#: LIC-MS350-24-1YR Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 | 8 | \$348.02 | \$2,784.16 |
| 6 Meraki MS350-24X Enterprise License and Support, 1YR Cisco Systems - Part#: LIC-MS350-24X-1YR Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 | 5 | \$474.26 | \$2,371.30 |
| 7 Meraki MS350-48FP Enterprise License and Support, 1YR Cisco Systems - Part#: LIC-MS350-48FP-1YR Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 | 10 | \$722.47 | \$7,224.70 |
| 8 Meraki MS355-24X Enterprise License and Support, 1 Year Cisco Systems - Part#: LIC-MS355-24X-1YR | 1 | \$623.53 | \$623.53 |

Contract Name: OMNIA Partners IT Solutions, Products & Services
Contract #: 2024056-02

| | | | | |
|----|---|-----|------------|-------------|
| 9 | Meraki MS390 48-port Enterprise License and Support, 1 Year Cisco Systems - Part#: LIC-MS390-48E-1Y Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 | 8 | \$1,059.40 | \$8,475.20 |
| 10 | Meraki MS425-16 Enterprise License and Support, 1YR Cisco Systems - Part#: LIC-MS425-16-1YR Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 | 1 | \$828.24 | \$828.24 |
| 11 | Cisco Meraki Systems Manager Enterprise Device License, 1YR Cisco Systems - Part#: LIC-SME-1YR Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 | 474 | \$34.12 | \$16,172.88 |

| | |
|----------|-------------|
| Subtotal | \$59,965.36 |
| Shipping | \$0.00 |
| *Tax | \$0.00 |
| Total | \$59,965.36 |

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

[Cisco's Terms and Conditions](#) apply to all hardware, software, cloud services, subscriptions, technical support and maintenance included in a Cisco offer.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 8.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Justin Clifton, City Manager

PREPARED BY: Isaac Bravo, Management Analyst

SUBJECT: Approval of Fifth Amended and Restated Agreement for Animal Sheltering Services

RECOMMENDATION

Approve the fifth amended and restated agreement for the Southwest Communities Financing Authority for the City of Murrieta's portion of \$442,782 for Fiscal Year 2025/26 which is 11% of the operating and animal sheltering service costs; and

Authorize the Mayor to execute the agreement.

PRIOR ACTION/VOTE

On June 5, 2007, the City Council approved Amendment No. 1 to the Joint Powers Authority Agreement (Vote: 5-0).

On February 5, 2008, the City Council adopted Resolution No. 08-1930, approving the Second Amended and Restated Joint Powers Agreement between the cities of Canyon Lake, Lake Elsinore, Murrieta, Temecula, and Riverside County for the purpose of constructing an animal shelter in the southwest portion of Riverside County (Vote: 5-0).

On November 16, 2010, the City Council adopted Resolution No. 10-2624, approving the Third Amended and Restated Joint Powers Agreement between the cities of Canyon Lake, Lake Elsinore, Murrieta, Temecula, and Riverside County to add the City of Wildomar to the JPA (Vote: 5-0).

On May 16, 2017, the City Council adopted Resolution No. 17-3724, approving the First Amendment to the Third Amended and Restated Joint Powers Agreement for the Southwest Communities Financing Authority and authorizing the Mayor to sign (Vote: 5-0).

On October 20, 2020, the City Council adopted Resolution No. 20-4323, approving the Fourth Amended and Restated Joint Powers Agreement between the cities of Canyon Lake, Lake Elsinore, Murrieta, Temecula, Wildomar, and Riverside County to add the City of Menifee to the JPA (Vote: 5-0).

CITY COUNCIL GOAL

Coordinate and deliver responsive, effective community services.

DISCUSSION

The City of Murrieta (City) is a participating member of the Southwest Communities Finance Authority (SCFA), also known as a Joint Powers Authority (JPA), which comprises seven jurisdictions: the cities of Canyon Lake, Lake Elsinore, Menifee, Murrieta, Temecula, Wildomar, and Riverside County. SCFA was established to address regional animal shelter care collaboratively and serves three primary functions.

The SCFA facilitated the construction of the animal shelter located in Wildomar. It also manages the finance and bond repayment obligations associated with the construction of the animal shelter. Lastly, the SCFA provides the contractual oversight for animal sheltering services currently contracted with Animal Friends of the Valleys (AFV).

The City shares both the operational and capital costs associated with the shelter in partnership with other SCFA member agencies. Each jurisdiction's share is calculated based on its proportion of annual animal intakes in the prior year relative to the total number of animals processed through the shelter. The City has a separate agreement for animal control services through AFV.

The Fifth Amended and Restated Joint Powers Agreement (Attachment 1), presented for Council consideration, provides updated language to further clarify the roles and responsibilities between SCFA and AFV. In particular, it outlines responsibilities related to the maintenance and replacement of equipment used at the regional animal shelter facility.

The most significant change in this amended agreement pertains to the payment structure between SCFA member agencies and AFV. Under the current model, AFV is compensated on a quarterly basis in arrears, meaning payments are issued after the conclusion of each quarter. This payment schedule has led to operational challenges for AFV. Specifically, AFV has reported to the SCFA Board that the delay in payments has at times forced the organization to draw from its financial reserves to cover shelter operations while awaiting reimbursement from SCFA members. AFV has expressed concern that this effectively placed the burden of financing shelter operations on the nonprofit.

To address these concerns, the amended agreement proposes a shift to an advance payment model. Going forward, member agencies will be required to remit payments to AFV at the beginning of each quarter, rather than after the fact. This change is intended to provide AFV with more predictable cash flow, reduce financial strain, and ensure continued operational stability at the shelter.

FISCAL IMPACT

The SCFA Board has already approved the Fiscal Year 2025/26 Cost Distribution Schedule. The City of Murrieta is obligated to pay \$442,782 for FY 2025/26 which is 11% of the operating and animal sheltering services costs.

ATTACHMENTS

1. Proposed Fifth Amended and Restated Joint Powers Agreement for the Southwest Communities Financing Authority

**FIFTH AMENDED AND RESTATED JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF RIVERSIDE;
THE CITY OF CANYON LAKE; THE CITY OF LAKE ELSINORE;
THE CITY OF MURRIETA; THE CITY OF TEMECULA;
THE CITY OF WILDOMAR; AND THE CITY OF MENIFEE;
FOR THE
SOUTHWEST COMMUNITIES FINANCING AUTHORITY
(Animal Shelter)**

This Fifth Amended and Restated Joint Powers Agreement (“Agreement”), is made and entered into this 1st day of June, 2025 (“Effective Date”) by and between the County of Riverside (hereafter referred to as "COUNTY");the City of Canyon Lake ("Canyon Lake"); City of Lake Elsinore ("Lake Elsinore"); City of Murrieta ("Murrieta"); City of Temecula ("Temecula"); and City of Wildomar ("Wildomar"); and City of Menifee (“Menifee”), individually as “City” or “Party”, and collectively, the "Cities" or “Parties”, each body being a body corporate and politic of the State of California, or public entities or political subdivision of the State of California.

RECITALS:

WHEREAS, COUNTY, Canyon Lake, Lake Elsinore, Murrieta, Temecula, Wildomar and, Menifee have mutual interests in the continued operation of an animal shelter located within the geographic area common to all Parties within the geographic boundaries, attached hereto and incorporated here by this reference as Attachment A, in compliance with State laws and regulations; and

WHEREAS, the Board of Directors (“Board”) of the Southwest Communities Financing Authority (“SCFA”) approved that certain Joint Powers Agreement, dated November 30, 2004, between COUNTY, Lake Elsinore, Canyon Lake, Murrieta, and Temecula for the purpose of constructing an animal shelter in the southwest portion of the County of Riverside; and

WHEREAS, the Board of SCFA approved that certain Second Amended and Restated Joint Powers Agreement, dated January 29, 2008, between COUNTY, Lake Elsinore, Canyon Lake, Murrieta, and Temecula;

WHEREAS, the Board of SCFA approved that certain Third Amended and Restated Joint Powers Agreement, dated November 2, 2010, between COUNTY, Lake Elsinore, Canyon Lake, Murrieta, Temecula, and Wildomar, accepting Wildomar as a JPA member;

WHEREAS, the Board of SCFA approved that certain Fourth Amended and Restated Joint Powers Agreement, dated November 1, 2020, between County, Lake Elsinore, Canyon Lake, Murrieta, Temecula, Wildomar, and Menifee, accepting Menifee as a JPA member;

WHEREAS, the Board of SCFA desires to amend and restate the agreement to state that Member Cities and County shall pay invoices in advance of each quarter;

WHEREAS, it is the interest and desire of the Parties to amend and restate that certain Fourth Amended and Restated Joint Powers Agreement to continue SCFA as a Joint Powers Agency, separate and apart from the Parties hereto, as hereinafter described and set forth, which entity shall set about the task of accomplishing the purpose of this Agreement in a manner most capable of promoting the greatest public good and welfare; and

WHEREAS, the Parties hereto are each empowered by law to provide for the animal shelter needs to eligible residents of each City either directly, or by contract or similar arrangement;

NOW, THEREFORE, in consideration of the above recitals, of the mutual promises and agreements herein contained and for other valuable consideration, the parties hereto agree as follows:

SECTION 1. PURPOSE

This Fifth Amended and Restated Joint Powers Agreement (hereinafter referred to as "Agreement") is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, (hereinafter referred to as the "Act") for the express purpose of constructing and housing animals, also known as operating an animal shelter, to serve residents of the Parties hereof. Additionally, this Agreement shall permit the financing of public capital improvements and those purposes permitted under the Marks-Roos Local Bond Pooling Act of 1985, being Article 4, Chapter 5, Division 7 of Title 1 (commencing with Section 6584) of the California Government Code (the "Bond Law"). It is the intent of this Agreement that none of the decisions regarding field service boundaries or levels of service for animal control for each of the Cities shall be affected by the creation of this JPA, or by membership in this JPA.

The purpose of this Agreement shall be accomplished and the common powers of the parties hereto exercised in the manner hereinafter set forth.

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SECTION 2. CREATION OF AUTHORITY

Pursuant to the Act and the Bond Law, there is hereby created a public entity to be known as the Southwest Communities Financing Authority ("SCFA"). SCFA shall be a public entity, separate and apart from the parties hereto, and as provided by law and not otherwise prohibited by this Agreement, shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purpose of this Agreement.

SECTION 3. TERM

This Agreement shall become as of the Effective Date (defined above) and shall continue in full force and effect until terminated as provided in **Section 4** below.

SECTION 4. TERMINATION AND AMENDMENTS

- a. The Parties hereto may amend this Agreement by mutual written consent.

- b. The Parties hereto may terminate their participation in the Joint Powers Authority and this Agreement as provided herein.

- c. If SCFA has incurred no obligations, each Party may terminate this Agreement by giving not less than sixty (60) days written notice thereof to the all other parties.

- d. If SCFA has acquired any indebtedness, fiscal obligation, and/or any property, each Party hereto may terminate this Agreement by giving twelve (12) months written notice thereof to all other Parties subject to the provisions of **Sections 4(e) and 4(f)** herein.

- e. This Agreement cannot be terminated until all forms of indebtedness, and/or fiscal obligation incurred by SCFA have been paid, or adequate provision for such payment shall have been made.

- f. In the event the Agreement is terminated, any property acquired by SCFA from the Effective Date of this Agreement, including but not limited to money, shall be divided and distributed between the Parties in proportion to the contributions made, including contributions made as provided in **Section 10** below, unless otherwise required by law.

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SECTION 5. POWERS AND DUTIES OF SCFA

SCFA shall have the powers common to the Parties to this Agreement to:

Exercise those powers enumerated in the Act and Bond Law as the same as now exists or as may hereinafter be amended;

Do all acts necessary or convenient to the exercise of the foregoing and to accomplish the purposes of this Agreement, including but not necessarily limited to the following:

to make and execute all contracts, agreements, and documents including, without limitation, agreements with any of the Parties to this Agreement, other local governments, agencies or departments, the State of California, the United States of America, or agencies thereof, or any entity, person or corporation of any kind or nature whatever;

to employ agents, servants and employees;

to acquire, hold and dispose of property, both real and personal;

to acquire, construct, maintain, manage, operate and lease buildings, works and improvements;

to accept gifts;

to sue and be sued in its own name;

to apply for and receive any available federal, State and/or local grants;

to employ legal counsel;

to employ consultants;

to adopt a budget;

to incur debts, liabilities and obligations;

to establish a treasury for the deposit and disbursement of funds and monies, according to the policies and procedures set forth in this Agreement;

to invest any money held in the treasury that is not required for immediate necessities of SCFA, as SCFA determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 52601 of the California Government Code; and

to issue bonds and other evidences of indebtedness for the construction of an animal shelter, and the consent of the Governing Board of each member to participate in this Joint Powers Authority shall be deemed consent for the issuance of bonds by SCFA, as required under California Government Code Sections 6500 et seq. and the Bond Law.

The listing of the above acts is not intended to indicate any priority of one act over another. Nor is such listing intended to be inclusive, and other acts may be done in the accomplishment of

the purposes of this Agreement as are authorized. One or several acts may take place concurrently or in sequence.

SECTION 6. CREATION OF THE BOARD OF DIRECTORS

a. Governance of SCFA by the Board of Directors. In order to effectuate the purposes of this Agreement as set forth herein, SCFA shall be governed by a Board of Directors (hereinafter called the "Board"), and all of the powers of SCFA shall be exercised by the Board.

b. Membership. The Board shall be composed of the following members from the Parties:

One (1) member of the Board of Supervisors of Riverside County;

One (1) member of the City Council of the City of Canyon Lake;

One (1) member of the City Council of the City of Lake Elsinore;

One (1) member of the City Council of the City of Murrieta;

One (1) member of the City Council of the City of Temecula;

One (1) member of the City Council of the City of Wildomar;

One (1) member of the City Council of the City of Menifee.

c. Designation of Members. Members shall serve on the Board during the term for which they are a member of the Board of Supervisors, or a member of the City Council from which they are appointed. A member's position on the Board shall automatically terminate if the term of the elected public office of such member is terminated.

d. Reimbursement. The Board may provide for reimbursement of reasonable expenses incurred in connection with a member's service on the Board.

e. Quorum and Transaction of Business. Four (4) members of the Board shall constitute a quorum.

A vote of four (4) of the members present shall be required to take action, except for adjournment of a meeting which shall require only a majority of those present. No proxy or absentee voting shall be permitted.

f. Meetings. The Board shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by formal action of the Board. The Board shall hold at least one (1) regular meeting every calendar year. Special meetings and adjourned meetings may be held as required or permitted by applicable law.

g. Ralph M. Brown Act. All meetings of the Board, including, without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

h. Rules. The Board may adopt, from time to time, such rules and regulations for the conduct of its meetings and activities as it may deem necessary. In the absence of specific rules for SCFA meetings, the rules of the Board of Supervisors shall be applicable for the conduct of meetings of SCFA.

SECTION 7. FISCAL OBLIGATIONS OF THE PARTIES

It is the intent of the Parties as members of SCFA that the following fiscal obligations shall be agreed upon for all Parties to this Agreement:

a. Debt repayment of any bonds issued by SCFA shall be paid by each Party based on the percentage of animals housed at the facility, on an annual basis.

b. Administration costs of the SCFA shall be borne equally between each Party and may include, but not be limited to, stipends, legal fees, audit, costs, administrative fee, mileage reimbursement.

c. Operation of animal shelter shall be paid by each Party based on the percentage of animals housed at the facility, on an annual basis.

d. Determination of the percentages for sub-sections (a) and (c) shall be made on an annual basis in January based on the usage information received for the preceding calendar year. The

percentages shall be designated for calculation starting July 1st of that same calendar year. No Party shall divert any animals within its custody, care or control, including those held on behalf of a Party under contracted services with an animal control or humane society provider, that are located within the SCFA's geographic boundaries (as reflected in attached Attachment A) from being housed at SCFA's animal shelter facility contemplated under this Agreement unless said facility lacks the capacity to accept the animal(s) in question or where the SCFA has granted express written consent for the animal(s) in question to be diverted to another animal shelter facility.

e. Annexations of any area by any Party shall result in that Party assuming fiscal responsibility for the area annexed. The additional annexation shall result in a re-calculation of percentages of (a) and (c).

f. Incorporation of any geographic area served by SCFA, and in the event of the new city not joining as a member in SCFA, COUNTY shall reserve the ability to contract directly with the new city for animal services.

g. Any Party withdrawing from SCFA agrees to payment of the current percentage of the following:

After the issuance of bonds, the Party agrees to payment of the party's current percentage of the amount of the outstanding bonds.

Any unpaid portion of the administrative costs of SCFA, calculated up to the effective date of termination of participation in SCFA of the Party.

Any unpaid portion of the operation costs of the animal shelter, calculated up to the effective date of termination of participation in SCFA of the Party.

h. Member Cities and County shall pay invoices in advance of each quarter to the County Executive Office for subsequent payment to AFV.

SECTION 8. OFFICERS AND EMPLOYEES

Chairperson and Vice Chairperson. The Board may select a chairperson and a vice chairperson from among its members at its first meeting, and annually thereafter. The term of the Chairperson and Vice Chairperson, when selected in this manner, shall be for two (2) years.

In the event that the Chairperson or Vice Chairperson so elected resigned from such office or ceases to be a member of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board. In the absence or inability of the Chairperson to act, the Vice Chairperson shall act as Chairperson through the end of term. The Chairperson, or in the Chairperson's absence, the Vice Chairperson, shall preside at and conduct all meetings of the Board.

Treasurer. The Treasurer of the County of Riverside shall be and shall act as the Treasurer of SCFA. The Treasurer shall have the custody of SCFA's money and disburse SCFA funds pursuant to the accounting procedures of the County of Riverside. The Treasurer shall assume the duties described in Section 6505.5 of the California Government Code, namely: receive and receipt for all money of SCFA (with the exception of any bond proceeds which shall be deposited with the Trustee bank) and place it in the Treasury of the Treasurer to the credit of SCFA; be responsible upon an official bond as prescribed by the Board for the safekeeping and disbursement of all Agency money so held; pay, when due, out of money of SCFA so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by SCFA or the Board; verify and report in writing in conjunction with the annual audit of SCFA and to the Parties to this Agreement the amount of money held for SCFA, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the Board.

Any and all funds of the SCFA shall not be commingled with any other funds held by the Treasurer.

Controller. The Auditor/Controller of the County of Riverside shall be the Controller of SCFA. The Controller shall draw warrants to pay demands against SCFA when such demands have been approved by the Board or by any other person authorized to so approve such by this Agreement or by resolution of the Board. The Controller shall perform such duties as are set forth in this Agreement and such other duties as are specified by the Board.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices. The books and records of SCFA in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the parties to this Agreement.

Program Administrator. The Executive Officer for the County of Riverside, or designee, shall be the Program Administrator for SCFA. The Program Administrator, or designee, shall direct the day-to-day operation of SCFA. The Program Administrator shall serve subject to the Board's

policies, rules, regulations and instructions, and shall have the powers described in this Agreement and those delegated and assigned by the Board, including, without limitation:

to appoint, remove and transfer employees of SCFA, including management level officers, subject to the conditions of employment of these individuals as employees of SCFA, except for the Treasurer, Controller and Attorney of SCFA and such others as the Board may designate;

to enforce all orders, rules and regulations adopted by the Board relating to the regulation, operation, or control of funds, facilities, properties and apparatus of SCFA;

to authorize expenditures whenever the Board shall have approved and authorized any work, improvement or task and shall have budgeted or appropriated the necessary money therefore; and

to have custody of and accountability for all property of SCFA except money. The Program Administrator, with the approval of the Board, shall contract with an independent certified public accountant or firm or certified public accountants to make an annual audit of the accounts and records of SCFA, and a complete written report of such audit shall be filed as public records annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties to this Agreement. Such annual audit and written report shall comply with the requirements of Section 6505 of the California Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants in making an audit pursuant to this Agreement shall be a charge against funds of SCFA available for such purpose. The Board, by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

Assistant Program Administrator. The Board may appoint an Assistant Program Administrator, who shall be a person employed by any member agency of SCFA other than the County of Riverside, who is assigned to such duties for SCFA. The Assistant Program Administrator shall, with the consent of the Program Administrator, assist the Program Administrator in carrying out the direction of the day-to-day operation of SCFA. The Assistant Program Administrator shall serve subject to the Board's policies, rules, regulations and instructions, and shall have the powers described in this Agreement pertaining to the position of Program Administrator and those delegated and assigned by the Board.

Consultants. Subject to the availability of funds, the Board may employ such consultants, advisors and independent contractors as are deemed necessary and desirable in implementing and carrying out the purposes of this Agreement.

Attorney for SCFA. The offices of the Riverside County Counsel, or counsel as retained directly

by SCFA shall be the attorneys for SCFA. The Board may employ by contract or otherwise, specialty counsel.

SECTION 9. EXECUTIVE MANAGEMENT COMMITTEE

There shall be an Executive Management Committee established consisting of the County Executive Officer, or designee of COUNTY, and City Managers, or designees of CANYON LAKE, LAKE ELSINORE, MURRIETA, TEMECULA, WILDOMAR, MENIFEE, and any other member city who may join SCFA. The Executive Management Committee shall meet as necessary to review the operations and business of SCFA.

SECTION 10. REIMBURSEMENT

Officers and employees of the Parties (excepting members of the Board) designated in this Agreement to provide services for SCFA shall be reimbursed by SCFA for their actual costs of providing such services. In addition, additional services provided by officers and employees of the parties pursuant to contracts with SCFA shall be reimbursed as provided by the contracts. All reimbursements by SCFA shall be made after receiving an itemized billing for services rendered.

SECTION 11. FISCAL YEAR

The fiscal year of SCFA shall be the period commencing July 1 of each year and ending on and including the following June 30.

SECTION 12. CONTRIBUTIONS BY THE PARTIES

The Parties to this Agreement may provide contributions in the form of public funds and/or in-kind services, equipment, furnishings, office space and other kinds of property which may be reasonably necessary for SCFA to accomplish the purposes of this Agreement.

SECTION 13. EMPLOYEES OF SCFA

Riverside County Employees. There shall be no individuals directly employed by SCFA. "Employees" for the purposes of indemnification and defense provisions herein shall mean all persons employed by Riverside County, or any Party, and assigned to duties for SCFA.

Indemnification and Defense of Employees. With respect to any civil claim or action against any Director, Officer, Employee, Board Member, Committee Member, or a person who formerly

occupied such position, for an injury arising out of an act or omission occurring within the scope of such person's duties, SCFA shall indemnify, hold harmless and defend such person to the full extent permitted or required under applicable sections of the California Government Code.

Nothing herein shall be construed to require SCFA to indemnify and hold harmless any Director, Officer, Employee, Board Member, Committee Member, or a person who formerly occupied such position, if SCFA has elected to conduct the defense of such person(s) pursuant to an agreement reserving SCFA's rights not to pay a judgment, compromise or settlement until it is established that the injury arose out of an act or omission occurring within the scope of his or her duties with SCFA.

Nothing herein shall be construed to require the SCFA indemnify, or to provide a defense for any Director, Officer, Employee, Board Member, Committee Member, or a person who formerly occupied such position where the individual has acted in an illegal, willful or intentionally negligent manner giving rise to the claim, or litigation.

The following definitions shall apply to SCFA:

"Directors" shall include the following: Members of the Governing Board of Directors of SCFA, Program Administrator, and the Assistant Program Administrator.

"Officers" shall include all individuals who are defined in "Directors" herein, the Treasurer, Controller, and Attorney(s) for SCFA as defined herein.

"Employees" shall mean all persons employed by Riverside County, or any other member agency, and assigned to duties for SCFA.

"Committee Members" shall mean all persons appointed by the Governing Board to any advisory committee or committees of SCFA, all persons appointed by the Program Administrator to any advisory committee or committees of SCFA.

SECTION 14. LIABILITIES

SCFA shall account separately for all funds collected or disbursed for each Party to this Agreement. It is the intent of the Parties, to the extent permitted by law, that the liabilities of each Party for the animal shelter services provided to that Party's members shall not become a liability of any other Party to this Agreement.

The debts, liabilities and obligations of SCFA shall be the debts, liabilities and obligations of SCFA alone, and not of the Parties to this Agreement.

SCFA shall indemnify, defend and hold harmless each Party to this Agreement from and against any and all liabilities, debts, claims, demands or costs (including but not limited to

attorney's fees) arising, or alleged to arise as a result of SCFA's operation or failure to operate.

SECTION 15. NOTICES

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or upon deposit into the U.S. Mail, first class, postage prepaid to:

RIVERSIDE COUNTY

Executive Office

County Administrative Center, 4080 Lemon Street, 4th Floor Riverside, CA 92501

Attn: Deputy County Executive Officer - Finance

CITY OF CANYON LAKE

31516 Railroad Canyon Road, Canyon Lake, CA 92587

Attn: City Manager

CITY OF LAKE ELSINORE

130 South Main Street, Lake Elsinore, CA 92530

Attn: City Manager

CITY OF MURRIETA

24601 Jefferson Avenue, Murrieta, CA 92562

Attn: City Manager

CITY OF TEMECULA

41000 Main Street, Temecula, CA 92590

Attn: City Manager

CITY OF WILDOMAR

23873 Clinton Keith Road, Suite 201

Wildomar, CA 92595

Attn: City Manager

CITY OF MENIFEE

29844 Haun Road

Menifee, CA 92586

Attn: City Manager

//

//

SECTION 16. OTHER AGREEMENTS NOT PROHIBITED

Other agreements by and between the Parties to this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

SECTION 17. SEVERABILITY

If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of this Agreement or the application of such provision to the other Party or other persons or circumstances shall not be affected thereby.

SECTION 18. NONASSIGNABILITY

The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the written consent of the Board of Supervisors for Riverside County and the City Councils of any of the other Parties to this Agreement.

SECTION 19. MISCELLANEOUS

Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of the State of California.

Construction of Language. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

Cooperation. The Parties to this Agreement recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement including cooperation in manners relating to the public, accounting, litigation, public relations and the like.

Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

Publication Rights. Each Party to this Agreement shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the Board or by any other Party hereto pursuant to this Agreement.

Government Code Section 6509 Designation. The laws of the State of California applicable to the COUNTY, as a general law county, shall govern the SCFA in the manner of exercising its powers, subject, however, to such restrictions as are applicable to said county in the manner of exercising such powers, as required by California Government Code Section 6509.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested to by their proper officers thereunto duly authorized as of the date first above written.

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

By: _____
V. Manuel Perez, Chair
Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Amrit P. Dhillon
Deputy County Counsel

CITY OF CANYON LAKE

By: _____

Mayor

Date: _____

ATTEST:

By: _____

City Clerk

Date: _____

Approved as to form:

By: _____

City Attorney

CITY OF LAKE ELSINORE

By: _____

Date: _____

Mayor

ATTEST:

By: _____

Date: _____

Deputy

[Seal]

Approved as to form:

By: _____

City Attorney

CITY OF TEMECULA

By: _____

Mayor

Date: _____

ATTEST:

By: _____

City Clerk

Date: _____

Approved as to form:

By: _____

City Attorney

CITY OF MURRIETA

By: _____

Mayor

Date: _____

ATTEST:

By: _____

City Clerk

Date: _____

[Seal]

Approved as to form:

By: _____

City Attorney

CITY OF WILDOMAR

By: _____

Mayor

Date: _____

ATTEST:

By: _____

Deputy

Date: _____

[Seal]

Approved as to form:

By: _____

City Attorney

CITY OF MENIFEE

By: _____
Mayor

Date: _____

ATTEST:

By: _____

Date: _____

Deputy

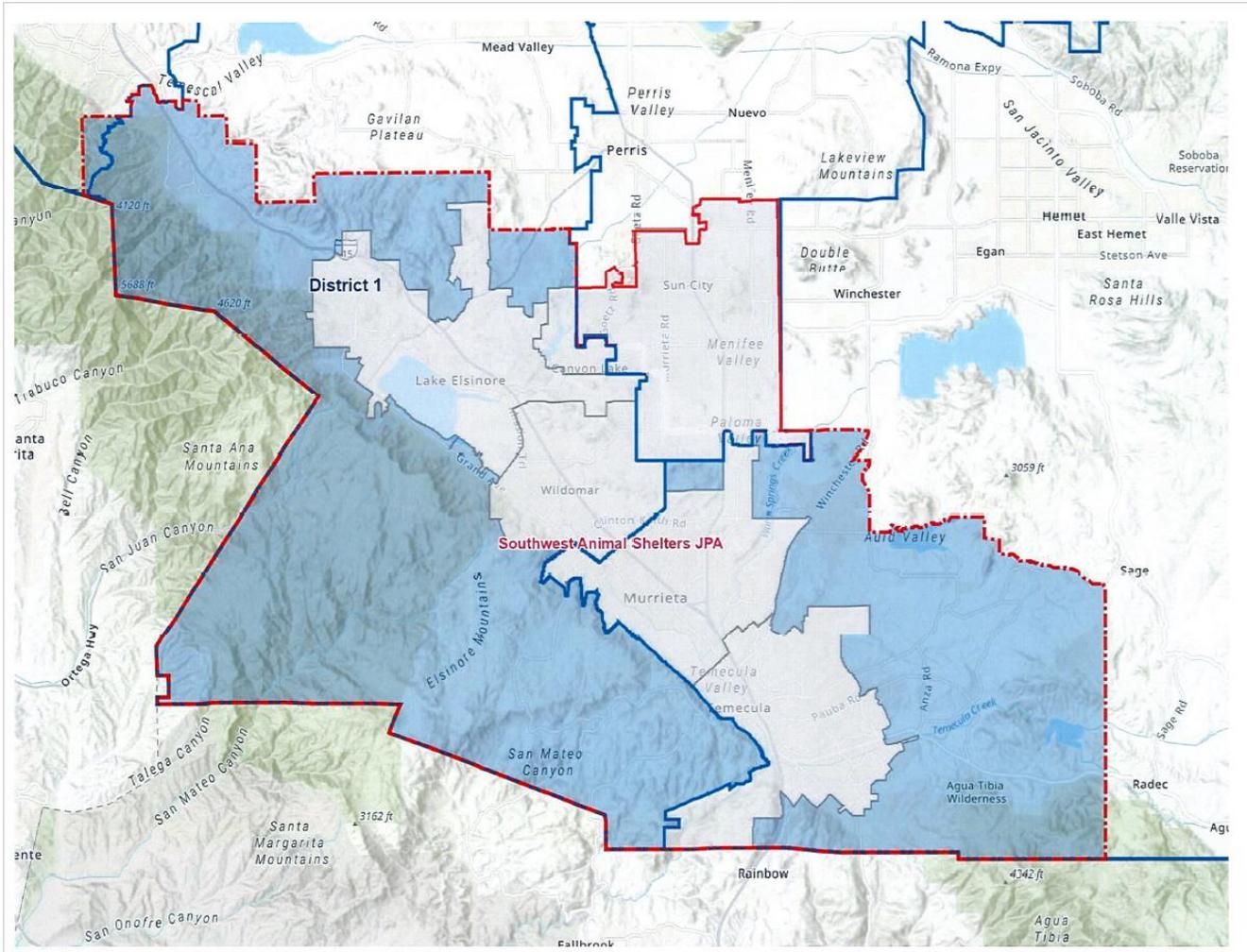
[Seal]

Approved as to form:

By: _____

City Attorney

ATTACHMENT A
MAP OF SCFA SERVICE AREA
(BEHIND THIS PAGE)





CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 9.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Justin Clifton, City Manager

PREPARED BY: Pedro Cevallos, Management Analyst

SUBJECT: Second Amendment to an Agreement with Western Riverside Council of Governments for Regional Food Recovery and Local Assistance Program

RECOMMENDATION

Approve the Second Amendment to the Agreement with Western Riverside Council of Governments in the amount of \$56,438, and extend the agreement term by one year for services related to edible food recovery and local assistance for local commercial food generators in compliance with Senate Bill (SB) 1383 requirements; and

Authorize the City Manager to execute the Second Amendment, in a form as approved by the City Attorney.

PRIOR ACTION/VOTE

On August 20, 2024, the City Council approved the First Amendment to an Agreement with Western Riverside Council of Governments for services related to edible food recovery and local assistance for local commercial food generators implementing SB 1383 requirements (Vote: 5-0).

CITY COUNCIL GOAL

Coordinate and deliver responsive, effective community services.

BACKGROUND

Senate Bill 1383, enacted in 2016, aims to reduce greenhouse gas emissions in California by requiring statewide organic waste diversion and edible food recovery. The law applies to Tier 1 generators (e.g., grocery stores, food distributors) and Tier 2 generators (e.g., restaurants, hotels, and schools with on-site food facilities). The California Department of Resources Recycling and Recovery (CalRecycle) oversees implementation. The City of Murrieta (City) has adopted local measures and maintains records to ensure compliance.

To support cities with SB 1383's food recovery requirements, Western Riverside Council of Governments (WRCOG) established a regional edible food recovery program. Member agencies, including Murrieta, may

opt in, with costs allocated proportionally based on city size. Murrieta participates in the program, which is currently funded through grant support and offers an efficient approach to fulfilling the State's obligations.

On September 12, 2023, the City entered into an agreement with WRCOG to participate in the regional food recovery program, along with four other municipal agencies (Jurupa Valley, Moreno Valley, Perris, and San Jacinto). The City's initial annual cost was \$68,999, which covered program development, business outreach for food donation obligations, expanded access to food recovery services, capacity assessments, gap-closure strategies. A First Amendment extended the agreement through August 1, 2025, at an additional annual cost of \$56,438. The scope of services under the amendment remained the same.

Through the program, WRCOG's consultant, MSW Consultants (MSW), has worked with 29 active Tier 1 and Tier 2 food generators and four (4) food recovery organizations in Murrieta. As of the most recent review, 97% of food generators were in compliance with SB 1383 requirements, along with 100% compliance from food recovery organizations. In 2024, local food recovery organizations redistributed 1,994,293 pounds of edible food, helping to support food-insecure individuals while reducing landfill waste and greenhouse gas emissions.

The Second Amendment to the Agreement (Attachment 1) extends the performance period with WRCOG through June 30, 2026. The scope of work remains unchanged, with continued emphasis on compliance monitoring and recordkeeping.

FISCAL IMPACT

The City has programmed funding through a State OWR4 grant to support the implementation of programs required under SB 1383. Participation in WRCOG's food recovery program is an eligible use of these grant funds.

The approval of staff's recommendation will require an amendment to the Fiscal Year 2025/26 operating budget by establishing a revenue budget of \$56,438 in account 3530010-42221/50159353-42221 and expenditure appropriation of \$56,438 in account 3530010-60480/50159353-60480 to cover program participation costs.

ATTACHMENTS

1. Proposed Second Amendment to Agreement with Western Riverside Council of Governments

AMENDMENT NO. 2
TO THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
REGIONAL FOOD RECOVERY AND LOCAL ASSISTANCE
PROGRAM AGREEMENT

1. PARTIES AND DATE.

This Amendment No. 2 to the Western Riverside Council of Governments Regional Food Recovery and Local Assistance Program Agreement (“Amendment No. 2”) is entered into this 15 day of July, 2025 by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and CITY OF MURRIETA (“Member Agency”). The WRCOG and Member Agency are sometimes referred to individually as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 On or about August 17, 2023, the Parties entered into the Western Riverside Council of Governments Regional Food Recovery and Local Assistance Program Agreement for Member Agency to receive certain on-call professional services as provided by WRCOG under the Regional Food Recovery and Local Assistance Program (“Agreement”).

2.2 On or about August 8, 2024, the Parties entered into Amendment No. 1 to the Agreement to revise the term and payment, and attach Exhibit B.

2.3 The Parties now desire to amend the Agreement to revise the Term and Payment.

3. TERMS.

3.1 Term. Section 3.1.1 of the Agreement is hereby deleted and replaced as follows:

“Term. The term of the Agreement shall be from August 1, 2025 to June 30, 2026 unless earlier terminated as provided herein.”

3.2 Payment. Section 3.1.1 of the Agreement is hereby deleted and replaced as follows:

“Payment. WRCOG shall receive payment for all Services rendered under this Agreement at the amount set forth in Exhibit B, which includes the capacity planning and year two costs, and a 7.5% fee of the total amount for all Services rendered for WRCOG’s administrative services. The Member Agency’s total payment under this Agreement to WRCOG shall not exceed Sixty-Eight Thousand Nine Hundred and Ninety-Nine Dollars and Ninety Five Cents (\$68,999.95) for the first year of the Services and Fifty-Six Thousand Four Hundred Thirty-Eight (\$56,438.00) for the second

year of the Services and Fifty-Six Thousand Four Hundred Thirty-Eight (\$56,438.00) for the third year of the Services (cumulatively, the "Total Payment") without written approval by Member Agency.

(a) Submitting Payment. WRCOG shall submit to Member Agency on a quarterly basis an itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date for the Services through the date of the statement. Member Agency shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon."

3.3 Exhibit B. Exhibit B, as referenced in Section 3.2 above, is attached hereto and incorporated by reference and hereby added to the Agreement.

3.3 Except as set forth herein, all provisions of the Agreement and Amendments shall remain in full force and effect, and shall govern the actions of the Parties hereto and the amended provisions set forth in this Amendment No. 2.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE TO AMENDMENT NO. 2 TO
THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS REGIONAL FOOD
RECOVERY AND LOCAL ASSISTANCE PROGRAM AGREEMENT

N WITNESS WHEREOF the Parties hereto have executed this Amendment No. 2 on the date first written above.

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS

City of Murrieta

By _____
Kurt Wilson
Executive Director

By _____
Justin Clifton
City Manager

Attest:

By _____
City Clerk

Approved as to Form

By  _____
Best Best & Krieger LLP
WRCOG General Counsel

By _____
City Attorney

EXHIBIT B

Capacity Planning

| Project Staff | Hourly Rate |
|--|----------------|
| David Davis, Principal MSW Consultants | \$225 per hour |
| Liselle DeGrave/Rachel McGuire, Principal/Sr. Comm Mgr. | \$175 per hour |
| Lucas Arias, Project Manager MSW Consultants | \$175 per hour |
| Cynthia Vant Hul, Project Manager Mariposa EcoConsulting | \$225 per hour |
| Girard Mobley, Project Analyst MSW Consultants | \$175 per hour |
| Account Executive DeGrave | \$150 per hour |
| Strategic Visual Designer DeGrave | \$140 per hour |
| Mariposa, Project Analyst | \$165 per hour |
| Outreach Technician, Friederich, Schill, Mariposa | \$165 per hour |

WRCOG Estimated of Regional Food Recovery & Local Assistance Program

| Jurisdiction | Task 1 | Task 2 | Task 3 | Task 4 | Task 5 | Task 6 | Task 7 | Task Costs | 7.5% WRCOG Fee | Total Fees |
|----------------------|-----------------|-----------------|-----------------|-----------------|------------------|-----------------|-----------------|------------------|-----------------|------------------|
| Banning | \$1,141 | \$1,237 | \$1,214 | \$424 | \$13,020 | \$959 | \$894 | \$18,889 | \$1,417 | \$20,305 |
| Beaumont | 2,084 | 2,258 | 2,216 | 774 | 14,973 | \$1,751 | 1,633 | 25,689 | 1,927 | 27,616 |
| Calimesa | 411 | 445 | 437 | 152 | 3,255 | \$345 | 322 | 5,367 | 402 | 5,769 |
| Canyon Lake | 421 | 456 | 448 | 156 | 2,604 | \$354 | 330 | 4,769 | 358 | 5,126 |
| Corona | 6,022 | 6,526 | 6,404 | 2,236 | 70,308 | \$5,059 | 4,720 | 101,275 | 7,596 | 108,870 |
| Eastvale | 2,691 | 2,916 | 2,862 | 999 | 13,020 | \$2,260 | 2,109 | 26,856 | 2,014 | 28,870 |
| | | | 3,626 | 1,266 | 23,436 | \$2,864 | | | 3,073 | 44,040 |
| Hemet | 3,409 | 3,695 | | | | | 2,672 | 40,967 | | |
| Jurupa Valley | 4,031 | 4,369 | 4,288 | 1,497 | 29,295 | \$3,387 | 3,160 | 50,026 | 3,752 | 53,778 |
| Lake Elsinore | 2,698 | 2,924 | 2,869 | 1,002 | 19,530 | \$2,266 | 2,114 | 33,403 | 2,505 | 35,908 |
| Menifee | 4,011 | 4,347 | 4,266 | 1,489 | 14,322 | \$3,370 | 3,144 | 34,948 | 2,621 | 37,569 |
| Moreno Valley | 7,977 | 8,645 | 8,484 | 2,961 | 50,778 | \$6,701 | 6,252 | 91,797 | 6,885 | 98,682 |
| Murrieta | 4,260 | 4,616 | 4,530 | 1,581 | 30,597 | \$3,578 | 3,338 | 52,501 | 3,938 | 56,438 |
| Norco | 983 | 1,065 | 1,045 | 365 | 16,275 | \$826 | 770 | 21,330 | 1,600 | 22,930 |
| Perris | 3,010 | 3,262 | 3,201 | 1,117 | 8,463 | \$2,528 | 2,359 | 23,939 | 1,795 | 25,735 |
| Riverside | 11,960 | 12,961 | 12,720 | 4,440 | 93,093 | \$10,048 | 9,373 | 154,595 | 11,595 | 166,190 |
| San Jacinto | 2,084 | 2,259 | 2,217 | 774 | 12,369 | \$1,751 | 1,634 | 23,087 | 1,732 | 24,819 |
| Temecula | 4,179 | 4,528 | 4,444 | 1,551 | 46,221 | \$3,510 | 3,275 | 67,709 | 5,078 | 72,787 |
| Wildomar | 1,402 | 1,519 | 1,491 | 520 | 5,859 | \$1,178 | 1,099 | 13,068 | 980 | 14,048 |
| Unincorporated (W) | 9,957 | 10,791 | 10,590 | 3,696 | 42,315 | \$8,365 | 7,804 | 93,518 | 7,014 | 100,532 |
| Total County | \$72,731 | \$78,818 | \$77,350 | \$27,000 | \$509,733 | \$61,100 | \$57,000 | \$883,731 | \$66,280 | \$950,011 |

| Task | Description | Principal MSW Consultants | Principal in Charge/Sr. Communications Manager DeGrave | Project Manager MSW Consultants | Project Manager Mariposa EcoConsulting | Project Analyst MSW Consultants | Account Executive DeGrave | Strategic Visual Designer DeGrave | Project Analyst Mariposa | Outreach Technicians MSW Consultants | Total Hours | Total Cost |
|-----------------------------------|-------------------------|---------------------------|--|---------------------------------|--|---------------------------------|---------------------------|-----------------------------------|--------------------------|--------------------------------------|-------------|------------|
| Project Management | | | | | | | | | | | | |
| 1.1 | Project Management | | 0 | 11 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | \$1,977 |
| 1.1 | Project Management | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 |
| 1.1 | Project Management | 40 | 11 | 13 | 0 | 0 | 0 | 0 | 0 | 0 | 113 | \$11,000 |
| Subtotal - Task 1 | | 67 | 11 | 19 | 0 | 0 | 0 | 0 | 0 | 0 | 113 | \$12,977 |
| Capacity and Compliance | | | | | | | | | | | | |
| 1.1 | Capacity and Compliance | 7 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 15 | \$1,950 |
| 1.2 | Capacity and Compliance | 16 | 0 | 65 | 0 | 81 | 0 | 0 | 0 | 0 | 163 | \$6,220 |
| Subtotal - Task 2 | | 23 | 0 | 65 | 0 | 89 | 0 | 0 | 0 | 0 | 178 | \$8,170 |
| Public Outreach | | | | | | | | | | | | |
| 3.1 | Public Outreach | | 100 | | | | 22 | 4 | | | 111 | \$36,100 |
| 3.2 | Public Outreach | | 100 | | | | 83 | 45 | | | 128 | \$38,250 |
| Subtotal - Task 3 | | 0 | 200 | 0 | 0 | 0 | 105 | 49 | 0 | 0 | 239 | \$74,350 |
| Inspection Program | | | | | | | | | | | | |
| Subtotal - Task 4 | | 0 | 0 | 106 | 0 | 38 | 0 | 0 | 0 | 0 | 152 | \$27,000 |
| Inspection Program Implementation | | | | | | | | | | | | |
| Subtotal - Task 5 | | 88 | 0 | 734 | 88 | 734 | 0 | 0 | 264 | 1,028 | 1,936 | \$509,733 |
| Facility Reconfiguration | | | | | | | | | | | | |
| Subtotal - Task 6 | | 16 | 0 | 16 | 65 | 21 | 0 | 0 | 0 | 0 | 37 | \$-1,100 |
| Final Report | | | | | | | | | | | | |
| Subtotal - Task 7 | | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | \$-1,000 |
| Total Hours | | 217 | 200 | 1,440 | 14 | 1,099 | 165 | 90 | 264 | 1,343 | 5,012 | |
| Hourly Rate | | \$225 | \$175 | \$175 | \$225 | \$175 | \$150 | \$140 | \$165 | \$15 | | |
| Subtotal | | \$42,743 | \$35,000 | \$252,046 | \$3,150 | \$192,292 | \$24,750 | \$12,600 | \$43,620 | \$20,175 | | \$878,332 |
| Expenses | | | | | | | \$1,000 | | | | | \$1,000 |
| Total | | \$42,743 | \$35,000 | \$252,046 | \$3,150 | \$192,292 | \$25,750 | \$13,600 | \$43,620 | \$21,175 | | \$880,332 |



CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 10.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Ambrose, Community Services Director

PREPARED BY: Lea Kolek, Parks and Community Service Manager

SUBJECT: Grant Award for Broadband Access and Computers - Murrieta Youth Center

RECOMMENDATION

Ratify the Consent Form between the City of Murrieta and the California Public Utilities Commission for Broadband Access Grant funding in an amount not to exceed \$9,003;

Formally accept the grant award from the California Public Utilities Commission in the amount of \$9,003;

Authorize the City Manager to execute all related documents; and

Amend the Fiscal Year (FY) 2025/26 Operating Budget to establish a Special Revenue Fund to allocate and track expenditures associated with the Broadband Access Grant.

PRIOR ACTION/VOTE

On June 3, 2025, the City Council adopted Joint Resolution No. 25-4837, MLB 25-201; CSD 25-285, RSA 25-35, MHA 25-45 approving the Operating Budget for Fiscal Years 2025/26 and 2026/27, authorizing Unassigned Fund Balances to be set aside in various Operating and Sustainability Reserves, approving the use of previously set aside Sustainability Reserves, and authorizing the transfer of those funds (Vote: 5-0).

CITY COUNCIL GOAL

Coordinate and deliver responsive, effective community services.

DISCUSSION

In January 2025, the City of Murrieta's Community Services Department (CSD) submitted a grant application to the California Advanced Services Fund (CASF) Broadband Adoption Account to support computer upgrades and broadband enhancements at the Murrieta Youth Center (Center). The Center's existing public computing lab includes slow and outdated devices. The project aims to modernize the lab with faster equipment and improved connectivity to serve more users.

In late May, the City received notice that it had been awarded \$9,003 through the CASF program. The grant award required formal acceptance via the Consent Form, which had to be signed by an authorized City representative and submitted by June 28, 2025.

The grant funds will be used to replace eight computers and accessories (e.g., monitors, mice, keyboards) with computers well-suited for gaming, which is a popular activity at the Youth Center. The grant will cover approximately half the cost of these new computers. The existing computers will remain in service as homework computers.

Note on Timing of Grant Acceptance

The award letter, dated May 28, 2025, was received by staff a few days later. Due to the deadlines for the City Council meeting, and the grant's June 28 acceptance deadline, it was not feasible to present the item to the City Council ahead of the required submission. To ensure the City did not forfeit the awarded funds, the Consent Form was routed to the City Manager for signature, as permitted under the grant terms, and submitted to the California Public Utilities Commission (CPUC) in advance of the June 28 deadline.

This report is being brought forward on July 15 to formally acknowledge receipt and acceptance of the grant award.

Summary of Grant Requirements

As a condition of the grant, the City of Murrieta must:

- Provide free broadband access at the Youth Center within six months;
- Serve 660 participants through public computing and digital literacy training;
- Provide in-person or phone technical support within 24 hours;
- Maintain a cost of \$42 per participant or less;
- Complete the project within 24 months of award acceptance; and
- Submit required progress and completion reports and maintain project documentation for audit purposes.

The City is responsible for submitting milestone and progress reports, maintaining documentation for audit for three years, and may submit up to three payment requests (final 10% withheld until project completion).

FISCAL IMPACT

Upon acceptance of the \$9,003 grant award, the grant funds will be allocated in the Fiscal Year 2025/26 Operating Budget. The Finance Department will establish a Special Revenue Fund to track expenditures associated with the Broadband Access Grant, ensuring compliance with grant reporting and audit requirements.

ATTACHMENTS

1. CASF Award Letter (including Consent Form) dated May 28



PUBLIC UTILITIES COMMISSION
STATE OF CALIFORNIA
505 VAN NESS AVENUE | SAN FRANCISCO, CALIFORNIA 94102
300 CAPITOL MALL | SACRAMENTO, CALIFORNIA 95814

May 28, 2025

Lea Kolek
lkolek@murrietaca.gov
City of Murrieta
1 Town Square
Murrieta, CA 92562

SUBJECT: CASF ADOPTION ACCOUNT GRANT AWARD FOR BROADBAND ACCESS

This letter serves to inform you that the California Public Utilities Commission (CPUC) Communications Division (CD) approves California Advanced Services Fund (CASF) Broadband Adoption Account grant funding to City of Murrieta (Grantee).

In your application, you requested \$9,004. The CPUC has approved your CASF grant application for funding of up to \$9,003 for the City of Murrieta Youth Center Broadband Access Project project.

Budget: Grant funding is approved for this project as described below.

| CASF Broadband Adoption Grant Funding | |
|--|-----------------------|
| Category | Approved Grant |
| <i>In-Classroom Computing Devices</i> | \$6,000 |
| <i>Hotspots</i> | \$0 |
| <i>General Program Implementation¹</i> | \$3,003 |
| <i>Total Grant Award</i> | \$9,003 |
| <i>Funding per participant (exclusive of in-person and take-home computer or hot spot funding, if applicable)</i> | \$4.55 |

¹ This includes items and activities listed in the grantees' application and eligible for reimbursement per Decision (D.) 22-05-029, Broadband Adoption Account Guidelines. (See website [here](https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/california-advanced-services-fund/casf-adoption-account) - <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/california-advanced-services-fund/casf-adoption-account>).

Requirements

The grant award is predicated on City of Murrieta's commitment to provide adoption services as expressed in its application and consistent with the Ministerial Review criteria that City of Murrieta agreed and/or attested to in its application which includes meeting all milestones and goals for each project(s) as well as fulfilling the requirements per D.22-05-029. Key requirements include, among others:

- Grantee will provide free broadband access as described in its application.
- Grantee has identified a designated space for broadband access or provided detailed information on how such a space will be obtained.
- Grantee has at least one year's experience conducting broadband access projects or has completed at least one broadband access project.
- Grantee must provide technical support, either by phone or in person, within 24 hours.
- Grantee agrees that reimbursement for computing devices used in community training rooms or other public space is capped at \$11,250 and limited to \$750 per device.
- Grantee must make broadband access available within six months of submitting a consent form accepting the CASF grant.
- Grantee agrees that the project costs \$42 per participant or less.
- Grantee must complete the project within a 24-month timeframe or earlier.

City of Murrieta must provide broadband access to 660 participants and aspires to subscribe 0 participants to broadband internet services.

Reporting

The grant award is also contingent upon fulfilling the reporting requirements per D.22-05-029, Appendix 2. These reports include a Ramp-up period report (if applicable), a Year 1 Progress Report and a Year 2 Completion Report. Ramp-up reports must be submitted no later than 3 months after completion of ramp-up activities. Year 1 Progress Report and Year 2 Completion Report must be submitted within 3 months after the end of the first year of deployment and no later than 3 months after completion of the project, respectively. If applicable, City of Murrieta must fulfill the monthly reporting requirements set forth in Public Utilities Code, § 281(l)(1) if it is using a licensed contractor or subcontractor to undertake a contract or subcontract in excess of twenty-five thousand dollars (\$25,000) to perform work on the project funded or financed by CASF. Reporting templates are available in the Administrative Manual posted on the Adoption Account website.

City of Murrieta must maintain files, invoices, and other related documentation for three years after final payment. City of Murrieta shall make these records available to the CPUC

upon request and agree that these records are subject to audit and review by the CPUC at any time within three years after City of Murrieta has incurred the expense being audited to ensure that CASF funds are spent in accordance with the terms of approval the CPUC grants.

Payment

All reimbursements are contingent upon the City of Murrieta fulfilling its obligation to provide digital literacy training as described in its application. City of Murrieta may submit up to three payment requests throughout the project period. Payment requests may accompany the Ramp-up or Year 1 reports or be submitted separately; Year 2 Completion Report must be submitted with a final payment request. Payment will be based upon receipt and approval of invoices and other supporting documents showing that expenditures incurred for the project are in accordance with their approved application and budget. Ramp-up period payment requests may not exceed 25% of grant amount and no more than 90% of the grant amount will be reimbursed before the completion report and final payment request. Completion Reports must be submitted no later than three months post project completion. Payment request templates are available in the Administrative Manual posted on the Adoption Account website.

Execution and Performance

City of Murrieta must begin the project within six months after submitting a consent form accepting the terms stated in the award letter and must complete the project within 24-months. City of Murrieta must complete all performance under the award on or before the termination date of the award.

By receiving a CASF grant, City of Murrieta agrees to comply with the terms, conditions, and requirements of the grant award and submit to the jurisdiction of the CPUC regarding disbursement and administration of the grant and the CPUC's enforcement authority under Pub. Util. Code, §§ 2108 and 2111. City of Murrieta must notify the Director of Communications Division as soon as it becomes aware that it may not be able to meet project deadlines. The CPUC may withhold, reduce or terminate grant payments if City of Murrieta does not comply with any of the requirements set forth in its application and compliance with the CASF. In the event City of Murrieta fails to complete the project in accordance with the terms of the approval granted by the CPUC as set forth in D. 22-05-029 and this award letter, City of Murrieta must reimburse some or all the CASF funds it has received.

City of Murrieta must notify CD within 30 days regarding modifications to budget line items or milestone/activity timelines set forth in D.22-05-029, Appendix 2, Section XV. City of Murrieta must also report any material changes in the entries for the application, by letter to

the California Public Utilities Commission, Director of the Communications Division, 505 Van Ness Avenue, San Francisco, CA 94102 and CDCompliance@cpuc.ca.gov.

Award Acceptance

City of Murrieta must sign the Consent Form (Attachment 1) and the Payee Record Form (Attachment 2) and email both within 30 days from the date of this award letter to CASF_Adoption@cpuc.ca.gov. If City of Murrieta does not submit the Consent Form within 30 calendar days from the date of the award, the CPUC will deem the Grant or award to be null and void.

If you have any questions, please contact CASF_Adoption@cpuc.ca.gov.

Sincerely,

/s/ Maria Ellis
Director for Broadband Initiatives
Communications Division

ATTACHMENT 1
**Consent Form and Acknowledgement and Acceptance of the
California Advanced Services Fund Broadband Adoption Grant Award**

Name of Grantee: City of Murrieta

Grantee identified above hereby acknowledges receipt of the letter approving the California Advanced Services Fund Broadband Adoption Grant for the City of Murrieta Youth Center Broadband Access Project project (award sequence 1138). The grantee agrees to comply with all grant terms, conditions, and requirements set forth in the letter dated May 28, 2025, as well as all CASF rules, including those in the Broadband Adoption Account Requirements, Guidelines and Application Materials. **Grantee also agrees to fulfill the goals it identified in the application and agrees that all payment requests will be subject to meeting those goals.**

Undersigned representative of City of Murrieta [Name of Grantee] is duly authorized to execute this Agreement Form on behalf of the Grantee and to bind the Grantee to the terms, conditions, and requirements set forth by the California Public Utilities Commission in the letter referenced above.

Dated this ____ day of June, 2025.

Signature _____

Printed Name Justin Clifton

Title City Manager

Organization or Name of Company City of Murrieta

Business Address (include street address, suite/apt. number, city, state, and ZIP Code)

1 Town Square, Murrieta, CA 92562

ATTACHMENT 2
Payee Record Form

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)

City of Murrieta

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

City of Murrieta

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

1 Town Square, Murrieta, CA 92562

CITY, STATE, ZIP CODE**E-MAIL ADDRESS**

JCarcamo@MurrietaCA.gov

Section 2 – Entity Type**Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2) **SOLE PROPRIETOR / INDIVIDUAL** **SINGLE MEMBER LLC Disregarded Entity owned by an individual** **PARTNERSHIP** **ESTATE OR TRUST****CORPORATION** (see instructions on page 2) **MEDICAL** (e.g. dentistry, chiropractic, etc.) **LEGAL** (e.g., attorney services) **EXEMPT** (e.g., nonprofit) **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**3 3 - 0 4 6 8 9 7 5**Section 4 – Payee Residency Status (See instructions)**

- CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.
- CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.
- No services performed in California
- Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification**I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE**

Justin Clifton

TITLE

City Manager

E-MAIL ADDRESS

JClifton@MurrietaCA.gov

SIGNATURE**DATE****TELEPHONE** (include area code)
(951) 304-2489**Section 6 – Paying State Agency**

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

California Public Utilities Commission

UNIT/SECTION

Broadband Video & Market Branch, CASF Adoption & Access

MAILING ADDRESS

505 Van Ness Avenue

FAX**TELEPHONE** (include area code)**CITY**

San Francisco

STATE

CA

ZIP CODE

94102

E-MAIL ADDRESS

casf_adoption@cpuc.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

| If the Payee in Section 1 is a(n)... | THEN Select the Box for... |
|---|--|
| Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes | Sole Proprietor/Individual |
| Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes | Single Member LLC-owned by an individual |
| Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership | Partnerships |
| Estate • Trust (other than disregarded Grantor Trust) | Estate or Trust |
| Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature | Corporation-Medical |
| Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature | Corporation-Legal |
| Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations. | Corporation-Exempt |
| Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above | Corporation-All Other |

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 11.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, AICP, Development Services Director

PREPARED BY: Jarrett Ramaiya, Deputy Development Director

SUBJECT: Consideration of Second Reading to Adopt an Ordinance Approving A
Development Agreement for Digital Billboards at Locations Approved by Relocation
Agreement

RECOMMENDATION

Conduct the second reading and adopt Ordinance No. 620-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Approving the Development Agreement with Lamar Central Outdoor, LLC for the Relocation of Billboards Subject to a Relocation Agreement.*

PRIOR ACTION/VOTE

On July 1, 2025, the City Council conducted a public hearing and introduced Ordinance No. 620-25 (Vote: 5-0).

CITY COUNCIL GOAL

Aggressively pursue economic development.

DISCUSSION

On December 20, 2022, the City and developer Lamar Central Outdoor, LLC (Developer) entered into a Relocation Agreement in accordance with California Business and Professions Code Sections 5200 *et seq.* and Title 16 of the Murrieta Municipal Code (Relocation Agreement) to memorialize the terms and conditions upon which Developer will have the right to relocate and reconstruct certain legally existing billboards within the City. Pursuant to the terms of the Relocation Agreement, upon the permanent removal of the Removed Billboards (as defined in the Relocation Agreement), the Developer shall be entitled to reconstruct three (3) existing Billboards upon private property, subject to the approval of a sign permit and a Development Agreement.

At its regular meeting on July 1, 2025, the City Council conducted a public hearing and then unanimously approved the first reading of Ordinance No. 620-25 (Attachment 1) to authorize a Development Agreement

between the City and Developer. California Government Code Section 65865 et. seq. authorizes the City to enter into Development Agreements, which in effect become contractual agreements between the City and property owners (or applicants who possess sufficient non-possessory interest in those certain parcels of real property) regarding development rights and performance standards for a given project. Development Agreements allow the City and such developers to achieve a level of certainty regarding the future development of property and are a commonly used development tool for billboard projects.

Generally, the Development Agreement provides the Developer with the ability to construct digital billboards, and provides a revenue stream to the City and the ability to advertise public service announcements on the billboards. The number of existing static, non-digital bill boards in the City will also be reduced as a result of this Development Agreement, resulting in aesthetic improvements to the City.

Environmental Documentation

The Project has been evaluated pursuant to the California Environmental Quality Act (CEQA), and it has been determined that the Agreement is exempt pursuant to CEQA Guidelines 15302 and 15303 because it will allow for the replacement or reconstruction of existing structures and the new construction or conversion of small structures. A Notice of Exemption (NOE) has been prepared (Attachment 2).

FISCAL IMPACT

There is no fiscal impact associated with approving this agenda item.

ATTACHMENTS

1. Ordinance No. 620-25
2. CEQA Notice of Exemption

ORDINANCE NO. 620-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, APPROVING THE DEVELOPMENT AGREEMENT WITH LAMAR CENTRAL OUTDOOR, LLC FOR THE RELOCATION OF BILLBOARDS SUBJECT TO A RELOCATION AGREEMENT

Summary: On December 20, 2022, the City and Lamar Central Outdoor, LLC (Developer) entered into a Relocation Agreement to memorialize the terms and conditions upon which the Developer will have the right to relocate and reconstruct certain legally existing billboards within the City. Pursuant to the terms of the Relocation Agreement, upon the permanent removal of the Removed Billboards (as defined in the Relocation Agreement), the Developer shall be entitled to reconstruct three (3) existing Billboards upon private property, subject to the approval of a sign permit and a Development Agreement. The Development Agreement authorizes the relocation or reconstruction of Billboards subject to the Relocation Agreement.

WHEREAS, in 2023 the City Council of the City of Murrieta (“City”) adopted an ordinance amending the City’s Development Code to allow Billboards in specified zoning districts subject to a Relocation Agreement; and

WHEREAS, the City Council subsequently approved a Relocation Agreement with Lamar Central Outdoor, LLC (“Lamar”) to allow the relocation and reconstruction of three Billboards owned by Lamar and located on private property, subject to a Development Agreement; and

WHEREAS, pursuant to state law and Murrieta Development Code Chapter 16.54, a Development Agreement must be approved by ordinance following public hearings by the Planning Commission and City Council; and

WHEREAS, the City proposes an Ordinance approving a Development Agreement with Lamar to allow the relocation and reconstruction of the three Billboards as authorized in the Relocation Agreement; and

WHEREAS, the proposed Development Agreement establishes the design and operational requirements for the Billboards, and also sets forth the financial and other benefits to be received by the City consistent with the Relocation Agreement; and

WHEREAS, on May 28, 2025, the City of Murrieta Planning Commission held a duly noticed public hearing on the proposed Development Agreement, at which a staff report was presented and evidence was provided in the record to support the findings required by Murrieta Development Code Section 16.54.070; and

WHEREAS, the Planning Commission, based on substantial evidence, considered the potential for environmental effects as a result of the proposed Development Agreement pursuant to the California Environmental Quality Act (CEQA), and determined that the proposed Development Code Amendment is exempt under Sections 15302 and 15303 of the CEQA Guidelines; and

WHEREAS, the Planning Commission considered and discussed the public comments and written information provided at the public hearing and determined that the proposed Development

Agreement is appropriate, and adopted Resolution No. 2025-1437 recommending approval to the City Council; and

WHEREAS, on July 1, 2025 the City Council held a duly noticed public hearing on the proposed Development Agreement, at which the staff report and evidence was submitted into the record to support the findings required by the Murrieta Development Code Section 16.54.070; and

WHEREAS, following the public hearing the City Council introduced Ordinance No. (next in order).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by reference as if set forth in full.

SECTION 2. In accordance with Section 16.54.070 of the Murrieta Development Code, and based on all the information presented during the public hearing, the City Council finds that the proposed Development Agreement (a) will be in the best interest of the City; and (b) will be consistent with the objectives, policies, general land uses, and programs of the general plan, any applicable specific plan, and the Development Code. The facts supporting these findings are set forth in the staff report and in the resolution adopted by the Planning Commission.

SECTION 3. The City Council hereby approves the Development Agreement and authorizes the Mayor to execute the Development Agreement pursuant to Section 16.54.060(D) of the Development Code.

SECTION 4. The City Council finds the introduction and adoption of this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines 15302 and 15303, because adopting the amendment will allow for the replacement or reconstruction of existing structures and new construction or conversion of small structures.

SECTION 5. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. This Ordinance shall become effective on the thirty-first (31st) day after its passage and adoption, and within fifteen (15) days after its final passage and the City Clerk shall cause it to be posted and published in a newspaper of general circulation, printed, published and circulated in the City in the manner required by law and shall cause a copy of this Ordinance and its certification, to be entered in the Book of Ordinances of the City.

INTRODUCED at a regular **meeting** of the City Council of the City of Murrieta, California, held on the _____ day of _____, 2025; and

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Murrieta, California, held on the ___ day of _____, 2025.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

ATTACHMENTS:

Exhibit A Development Agreement

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Ordinance No. 620-25 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the ___th day of _____, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk

I, Cristal McDonald, City Clerk of the City of Murrieta, California further certify that Ordinance No. 620-25, was duly published according to law and the order of the City Council of said City and the same was so published in *Press Enterprise*, a newspaper of general circulation on the following date(s):

Adopted Ordinance: _____, 2025.

In witness whereof, I have hereunto subscribed my name this ___ day of _____, 2025.

Cristal McDonald, City Clerk

EXHIBIT A
DEVELOPMENT AGREEMENT

RECORDING REQUESTED BY:

City of Murrieta

WHEN RECORDED MAIL TO:

City of Murrieta
1 Town Square
Murrieta, California 92562
Attention: City Clerk

APNs: [910-210-055][910-020-081][910-060-019]

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE) (Exempt from Recording Fees Pursuant to Gov. Code §6103)

**DEVELOPMENT AGREEMENT BY AND BETWEEN
CITY OF MURRIETA AND LAMAR CENTRAL OUTDOOR, LLC
CONCERNING PROPERTIES LOCATED AT
1) I-15 WL 1.2 MI N/O WINCHESTER APN: 910-210-055,
2) I-15 & 215 EL S/O OVERPASS APN: 910-020-077, AND
3) I-15 E/L 1.5 MI N/O WINCHESTER APN: 910-060-009,
MURRIETA, CALIFORNIA**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the "Effective Date" set forth herein by and between the CITY OF MURRIETA, a municipal corporation organized and existing under the laws of the State of California ("City") and LAMAR CENTRAL OUTDOOR, LLC, a Delaware limited liability company ("Developer"). The City and the Developer are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties." In consideration of the mutual covenants and agreements contained in this Agreement, the Parties hereto agree as follows:

RECITALS

WHEREAS, the Development Agreement Law authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purposes of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development; and

WHEREAS, the California Outdoor Advertising Act (Bus. and Prof. Code Sections 5200 *et seq.*), and specifically Sections 5412 and 5443.5, empowers cities and sign owners to enter into relocation agreements on whatever terms are agreeable to such parties; and

WHEREAS, the Parties have entered into a Relocation Agreement dated December 20, 2022 and attached hereto as Exhibit “A” (“Relocation Agreement”) in accordance with Title 16 of the Murrieta Municipal Code to memorialize the terms and conditions upon which Developer will have the right to relocate and reconstruct certain legally existing billboards within the City; and

WHEREAS, pursuant to the terms herein, Developer intends to construct and maintain three (3) double-sided Digital Outdoor Advertising Displays (“DOADs”) with one (1) DOAD located on each of the three Sites, as defined herein; and

WHEREAS, in exchange for the right to relocate and reconstruct the DOADs, Developer will provide numerous public benefits to the City, by: (1) erecting a City Hall monument sign (“Monument Sign”), which will provide public messaging controlled by the City; (2) donating all unsold advertising space on the DOADs to the City for public service messaging; (3) contributing Two-Hundred and Fifty Thousand Dollars (\$250,000.00) to the City per DOAD upon the Commencement Date; and (4) revenue sharing with the City in an amount of One Hundred Thousand Dollars (\$100,000.00) annually per DOAD or twenty-five percent (25%) of the annual gross revenue of the DOAD, whichever is greater; and

WHEREAS, Developer possesses sufficient non-possessory interest in those certain parcels of real property by way of a grant of easement, each located entirely within City near the Interstate 15 Highway, the common and legal descriptions of which are described below as “Sites”; and

WHEREAS, on May 28, 2025 the Planning Commission of the City, at a duly noticed public hearing to consider the approval of this Agreement, adopted PC Resolution No. 25-1437 recommending approval of this Agreement to the City Council and finding the Project, as defined below, categorically exempt from the provisions of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines 15302 and 15303 regarding replacement or reconstruction of existing structures, and new construction or conversion of small structures; and

WHEREAS, the City Council has found that this Agreement is in the best public interest of the City and its residents, adopting this Agreement constitutes a present exercise of the City’s police power, and this Agreement is consistent with the City’s General Plan. This Agreement and the proposed Project (as hereinafter defined) will achieve a number of City objectives including facilitating the overall reduction of billboards in the City pursuant to the provisions of the Relocation Agreement and the replacement of less-desirable billboards to aesthetically pleasing billboards in conformance with current billboard standards; and

WHEREAS, on July 1, 2025, the City Council held a public hearing on this Agreement and considered the Planning Commission’s recommendations and the testimony and information submitted by City staff, Developer, and members of the public. On _____, 2025, the City Council adopted Ordinance No. 620-25 (the “Adopting Ordinance”), finding this Agreement to be consistent with the City of Murrieta General Plan and approving this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by reference and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants set forth herein, the parties hereby agree as follows:

1. Definitions. In addition to any terms defined elsewhere in this Agreement, the following terms when used in this Agreement shall have the meanings set forth below:

1.1 “Action” shall have the meaning ascribed in Section 8.7 of this Agreement.

1.2 “Adopting Ordinance” shall mean City Council Ordinance No. 620-25 approving and adopting this Agreement.

1.3 “Agreement” shall mean this Development Agreement, as the same may be amended from time to time.

1.4 “Agreement Date” shall mean the date first written above, which date is the date the City Council adopted the Adopting Ordinance.

1.5 “Agreement Year” means one of the consecutive 12-month periods during the Term. The first Agreement Year begins on the Effective Date.

1.6 “Business Day” means any day the City’s main offices located at 1 Town Square, Murrieta, California, are open to the public.

1.7 “Caltrans” means the California Department of Transportation.

1.8 “Caltrans Permits” means all permits and approvals that Developer must obtain from Caltrans to install, operate, and maintain the Digital Outdoor Advertising Displays in accordance with this Agreement.

1.9 “CEQA” shall mean the California Environmental Quality Act (California Public Resources Code sections 21000-21177) and the implementing regulations promulgated thereunder by the Secretary for Resources (California Code of Regulations, Title 14, section 15000 *et seq.*), as the same may be amended from time to time.

1.10 “City” shall mean the City of Murrieta, a California general law city, and any successor or assignee of the rights and obligations of the City of Murrieta hereunder.

1.11 “City Council” shall mean the governing body of the City.

1.12 “City’s Affiliated Parties” shall have the meaning ascribed in Section 10.1 of this Agreement.

1.13 “City Permits” means all building permits and other permits, entitlements, and agreements that the City, acting in its governmental capacity, must issue or approve for Developer to install, operate, and maintain the Digital Outdoor Advertising Displays in accordance with this Agreement.

1.14 “Claim” shall have the meaning ascribed in Section 10.1 of this Agreement.

1.15 “Commencement Date” shall mean the date that each DOAD has become operational, i.e., the date construction of each of the three DOADs has been completed, final inspection by the City has occurred, and the DOAD is capable of displaying advertising copy electronically and is connected to a permanent power source, following receipt by Developer of all Development Approvals. Developer will provide to City a Notice of Commencement Date within five (5) business days following the completion of all of the foregoing for each DOAD.

1.16 “Cure Period” shall have the meaning ascribed in Section 8.1 of this Agreement.

1.17 “Default” shall have the meaning ascribed to that term in Section 8.1 of this Agreement.

1.18 “Develop” or “Development” shall mean to improve or the improvement of the Sites for the purpose of completing the structures, improvements, and facilities comprising the Project. The terms “Develop” and “Development,” as used herein, do not include the maintenance, repair, reconstruction, replacement, or redevelopment of any structure, improvement, or facility after the initial construction and completion thereof.

1.19 “Development Agreement Statute” shall mean California Government Code sections 65864-65869.5, inclusive.

1.20 “Development Plan” shall mean all of the land use entitlements, approvals and permits approved by the City for the Project on or before the Agreement Date, as the same may be amended from time to time consistent with this Agreement. Such land use entitlements, approvals, and permits including, without limitation, approval of a Development Agreement authorizing such installation or construction.

1.21 “Development Regulations” shall mean the following regulations as they are in effect as of the Effective Date and to the extent they govern or regulate the development of the Sites, but excluding any amendment or modification to the Development Regulations adopted, approved, or imposed after the Effective Date that impairs or restricts Developer’s rights set forth in this Agreement, unless such amendment or modification is expressly authorized by this Agreement or is agreed to by Developer in writing: the General Plan; the Development Plan; and, to the extent not expressly superseded by the Development Plan or this Agreement, all other land use and subdivision regulations governing the permitted uses, density and intensity of use, design, improvement, and construction standards and specifications, procedures for obtaining required City permits and approvals for development, and similar matters that may apply to Development of the Project on the Sites during the Term of this Agreement that are specifically set forth in Title 15 of the Municipal Code (Buildings & Construction) and Title 16 of the Municipal Code (Development Code).

1.22 “Developer” shall mean Lamar Central Outdoor, LLC, a Delaware limited liability company duly existing and operating, and any successors and assignees to all or any portion of the right, title, and interest of the DOADs in and to the easement rights of the Sites.

1.23 “Digital Display Area” or “Message Center” means the portion of the DOAD that consists of back-to-back digital (currently LED technology) display areas used for general commercial advertising, with each of the two display areas measuring nominally 14 feet high and 48 feet wide plus a framing around the display area.

1.24 “Digital Outdoor Advertising Displays or DOADs” shall mean collectively the three (3) double-sided billboards/outdoor advertising signs with 1) one located at Site 1, described herein; 2) one located at Site 2, described herein ; and 3) one located at Site 3, described herein, which utilizes digital message technology on at least one (1) display face, capable of changing the static message or copy on the sign electronically, such that the alphabetic, pictographic, or symbolic informational content of which can be changed or altered on a fixed display surface composed of electronically illuminated or electronically actuated or motivated elements can be changed or altered electronically. This includes, without limitation, billboards/outdoor advertising signs also known as digital billboards or LED billboards. DOADs may be internally or externally illuminated and shall contain static messages only and shall not have animation, movement, or the appearance or optical illusion of movement, of any part of the sign structure, design, or pictorial segment of the sign. Each static message shall not include flashing, scintillating lighting or the varying of light intensity.

1.25 “Effective Date” shall mean the latest of the following dates, as applicable: (i) the date that is thirty (30) days after the Agreement Date; (ii) if a referendum concerning the Adopting Ordinance or any of the Development Regulations approved on or before the Agreement Date is timely qualified for the ballot and a referendum election is held concerning the Adopting Ordinance or any of such Development Regulations, the date on which the referendum is certified resulting in upholding and approving the Adopting Ordinance and such Development Regulations and becomes effective, if applicable; (iii) if a lawsuit is timely filed challenging the validity or legality of the Adopting Ordinance, this Agreement, and/or any of the Development Regulations approved on or before the Agreement Date, the date on which said challenge is finally resolved in favor of the validity or legality of the Adopting Ordinance, this Agreement, and/or the applicable Development Regulations, whether such finality is achieved by a final non-appealable judgment, voluntary or involuntary dismissal (and the passage of any time required to appeal an involuntary dismissal), or binding written settlement agreement. Promptly after the Effective Date occurs, the Parties agree to cooperate in causing an appropriate instrument to be executed and recorded against the Sites memorializing the Effective Date.

1.26 “Environmental Laws” means all federal, state, regional, county, municipal, and local laws, statutes, ordinances, rules, and regulations which are in effect as of the Agreement Date, and all federal, state, regional, county, municipal, and local laws, statutes, rules, ordinances, rules, and regulations which may hereafter be enacted and which apply to the Sites or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment, or removal of any Hazardous Substances, including without limitation the following: the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, *et seq.*, as amended (“CERCLA”); the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, *et seq.*, as amended (“RCRA”);

the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. Sections 11001 *et seq.*, as amended; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*, as amended; the Clean Air Act, 42 U.S.C. Sections 7401 *et seq.*, as amended; the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*, as amended; the Toxic Substances Control Act, 15 U.S.C. Sections 2601 *et seq.*, as amended; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Sections 136 *et seq.*, as amended; the Federal Safe Drinking Water Act, 42 U.S.C. Sections 300f *et seq.*, as amended; the Federal Radon and Indoor Air Quality Research Act, 42 U.S.C. Sections 7401 *et seq.*, as amended; the Occupational Safety and Health Act, 29 U.S.C. Sections 651 *et seq.*, as amended; and California Health and Safety Code Section 25100, *et seq.*

1.27 “Hazardous Substances” means any toxic substance or waste, pollutant, hazardous substance or waste, contaminant, special waste, industrial substance or waste, petroleum or petroleum-derived substance or waste, or any toxic or hazardous constituent or additive to or breakdown component from any such substance or waste, including without limitation any substance, waste, or material regulated under or defined as “hazardous” or “toxic” under any Environmental Law.

1.28 “Include” and its variants are not restrictive. For example, “includes” means “includes but not limited to,” and “including” means “including but not limited to.”

1.29 “Notice of Default” shall have the meaning ascribed in Section 8.1 of this Agreement.

1.30 “Operational” means each DOAD is capable, legally and functionally, of displaying advertising on the Digital Display Area.

1.31 “Party” or “Parties” shall mean either City or Developer or both, as determined by the context.

1.32 “Project” shall mean all improvements that Developer is authorized and/or required to construct with respect to the DOADs on each of the Sites, as provided in this Agreement and the Development Regulations, as the same may be modified or amended from time to time consistent with this Agreement and applicable law.

1.33 “Monument Sign” shall mean the monument sign built by Developer as a public benefit for the City, located at 1 Town Square, Murrieta, with a digital display resolution pitch of 17mm or better and a display face not exceeding 250 square feet in a design as agreed upon by the Parties.

1.34 “Mortgage” shall mean a mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance in which the Property, or a part or interest in the Sites, is pledged as security and contracted for in good faith and for fair value.

1.35 “Mortgagee” shall mean the holder of a beneficial interest under a Mortgage or any successor or assignee of the Mortgagee.

1.36 “Public Benefit Fee” shall have the meaning ascribed in Section 3.2 of this Agreement.

1.37 “Sign Structure” means the portion of the DOADs other than the Digital Display Area, and it includes all ancillary equipment and utilities installed on each of the Sites.

1.38 “Sites” means Site 1, Site 2 and Site 3, as defined herein.

1.39 “Site 1” means that certain portion of real property located at I-15 WL 1.2 MI N/O Winchester on Assessor’s Parcel Number 910-210-055 in the City, as more specifically described in Exhibit “B-1” and depicted in Exhibit “B-2,” attached hereto and incorporated herein.

1.40 “Site 2” means that certain portion of real property located at I-15 & 215 EL S/O Overpass in on Assessor’s Parcel Number 910-020-081 (formerly 910-020-077) the City, as more specifically described in Exhibit “C-1” and depicted in Exhibit “C-2,” attached hereto and incorporated herein.

1.41 “Site 3” means that certain portion of real property located at I-15 E/L 1.5 MI N/O Winchester on Assessor’s Parcel Number 910-060-019 (formerly 910-060-009) in the City, as more specifically described in Exhibit “D-1” and depicted in Exhibit “D-2,” attached hereto and incorporated herein.

1.42 “Subsequent Development Approvals” shall mean all discretionary development and building approvals that Developer is required to obtain to Develop the Project on and with respect to the Sites after the Agreement Date consistent with the Development Regulations and this Agreement, with the understanding that except as expressly set forth herein City shall not have the right subsequent to the Effective Date and during the Term of this Agreement to adopt or impose requirements for any such Subsequent Development Approvals that do not exist as of the Agreement Date.

1.43 “Term” shall have the meaning ascribed in Section 2.3 of this Agreement.

1.44 “Termination Date” shall be the thirty (30) year anniversary of the Effective Date, as said date may be extended in accordance with Section 6.1 of this Agreement.

1.45 “Transfer” shall have the meaning ascribed in Section 12 of this Agreement.

2. General Provisions.

2.1 Binding Effect of Agreement.

The Sites are each hereby made subject to this Agreement. Development of each of the Sites is hereby authorized and shall be carried out in accordance with the terms of this Agreement.

2.2 Developer Representations and Warranties Regarding Legal Interest in Each of the Sites and Related Matters Pertaining to this Agreement.

Developer and each person executing this Agreement on behalf of Developer hereby represents and warrants to City as follows: (i) that Developer has a legal interest in each of the Sites by possession of a non-exclusive perpetual grant of easement; (ii) that Developer or any co-owner comprising Developer is a legal entity that such entity is duly formed and existing and is authorized to do business in the State of California; (iii) that Developer or any co-owner comprising Developer is a natural person that such natural person has the legal right and capacity to execute this Agreement; (iv) that all actions required to be taken by all persons and entities

comprising Developer to enter into this Agreement have been taken and that Developer has the legal authority to enter into this Agreement; (v) that Developer's entering into and performing its obligations set forth in this Agreement will not result in a violation of any obligation, contractual or otherwise, that Developer or any person or entity comprising Developer has to any third party; (vi) that neither Developer nor any co-owner comprising Developer is the subject of any voluntary or involuntary petition; and (v ii) that Developer has no actual knowledge of any pending or threatened claims of any person or entity affecting the validity of any of the representations and warranties set forth in clauses (i)- (vi), inclusive, or affecting Developer's authority or ability to enter into or perform any of its obligations set forth in this Agreement.

2.3 Term.

The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate on the "Termination Date."

Notwithstanding any other provision set forth in this Agreement to the contrary, if either Party reasonably determines that the Effective Date of this Agreement will not occur because (i) the Adopting Ordinance or any of the Development Regulations approved on or before the Agreement Date for the Project has/have been disapproved by City's voters at a referendum election or (ii) a final non-appealable judgment is entered in a judicial action challenging the validity or legality of the Adopting Ordinance, this Agreement, and/or any of the Development Regulations for the Project approved on or before the Agreement Date such that this Agreement and/or any of such Development Regulations is/are invalid and unenforceable in whole or in such a substantial part that the judgment substantially impairs such Party's rights or substantially increases its obligations or risks hereunder or thereunder, then such Party, in its sole and absolute discretion, shall have the right to terminate this Agreement upon delivery of a written notice of termination to the other Party, in which event neither Party shall have any further rights or obligations hereunder except that Developer's indemnity obligations set forth in Section 10 shall remain in full force and effect and shall be enforceable, and the Development Regulations applicable to the Project and the Sites only (but not those general Development Regulations applicable to other properties in the City) shall similarly be null and void at such time.

3. Public Benefits.

3.1 One-Time Payment.

As consideration for the City's approval and performance of its obligations set forth in this Agreement, Developer shall pay to City a non-refundable one-time payment of Two-Hundred and Fifty Thousand Dollars (\$250,000.00) per DOAD, with such payment due to the City upon the Commencement Date for each DOAD (i.e., all three DOADs are not required to be operational before the first payment is due).

3.2 Annual Public Benefit Fee.

As additional consideration for City's approval and performance of its obligations set forth in this Agreement, Developer shall pay to City an annual fee, that shall be in addition to any other fee or charge to which the Sites and the Project would otherwise be subject, (herein, the "Annual

Fee”) in the sum of the greater of One Hundred Thousand Dollars (\$100,000) each calendar year or twenty-five percent (25%) of the annual gross advertising revenue generated by each of the DOADs. If there is a first and last partial calendar year during the term of the Agreement, the amount payable shall be prorated on the basis of a 365-day year. The commencement of the Annual Fee shall be paid on the date of the Commencement Date for each DOAD. Developer acknowledges by its approval and execution of this Agreement that it is voluntarily agreeing to pay the Annual Fee, that its obligation to pay the Annual Fee is an essential term of this Agreement and is not severable from City’s obligations and Developer’s vesting rights to be acquired hereunder, and that Developer expressly waives any constitutional, statutory, or common law right it might have in the absence of this Agreement to protest or challenge the payment of such fee on any ground whatsoever, including without limitation pursuant to the Fifth and Fourteenth Amendments to the United States Constitution, California Constitution Article I Section 19, the Mitigation Fee Act (California Government Code Section 66000 *et seq.*), or otherwise.

Beginning on the start of the 5th anniversary of the Commencement Date for each DOAD and every five (5) years thereafter during the Term, the Annual Fee shall be adjusted by the percentage increase in the Consumer Price Index (CPI) as published by the U.S. Bureau of Labor Statistics for Riverside-San Bernardino-Ontario, CA, with a maximum increase of four percent (4%) in any given year, it being understood that under no circumstances shall the Annual Fee be adjusted to exceed twenty percent (20%) of the gross advertising revenue from the immediately preceding year. In the event there is no change in the CPI or in the event there is a decrease in the CPI for the prior calendar year, then the Annual Fee shall not be changed for the following five (5) years.

3.3 Other Public Benefits.

3.3.1 Monument Sign. As further consideration for City’s Agreement to allow Developer to develop the DOADs, and regardless of Developer’s intent to proceed with construction of any DOADs once this Agreement is executed, Developer shall donate a Monument Sign to City, which shall consist of two (2) digital faces, each approximately 4’10” H x 9’8” W in size, paid for by Developer to be placed and installed by Developer on City property. Developer will deliver the Monument Sign faces within approximately 12 weeks from written request by City. Except for the warranty provided below, Developer shall have no duty to maintain, service, replace, repair, or otherwise care for the installed Monument Sign and cannot guaranty against any hardware or electrical malfunctions. Except for the warranty provided below, City is solely responsible for the maintenance, service, replacement, repair and ultimate care of all parts of the Monument Sign.

Developer hereby provides a one (1) year warranty for the Monument Sign faces from the date the Monument Sign is installed and operational. Developer will also transfer all manufacturer’s warranties to City.

3.3.2 Public Service Messages. As additional consideration for City’s Agreement to allow Developer to develop the DOADs, City shall be entitled to place public service announcements on each Message Display Center, provided however, that such public service

announcements shall be limited to civic public service messages, including those sponsored by private organizations as approved by the City (hereinafter "Public Service Messages") and further provided that there is space available. The term Public Service Message shall expressly exclude any message advertising any business, company or event where such message would have a direct and tangible economic benefit to a private, for-profit company. So long as there is space available, City shall be entitled to post up to one eight (8) second Public Service Message per minute on each Message Display Center on a continuous basis. Notwithstanding the foregoing, should City not utilize its allotment of advertising space, Developer shall be entitled to lease that time for other advertising purposes. For all Public Service Messages, City shall be responsible for providing Developer with the advertising copy and artwork. Developer shall not be responsible for producing or substantially modifying any advertising copy for a Public Service Message and shall display the Public Service Message no more than 48 hours after receipt and approval of advertising copy.

3.4 **Audit Books and Financial Records.** Developer shall prepare and maintain proper, accurate and complete books and financial records regarding any revenue realized pursuant to this Agreement ("Financial Records"). All Financial Records of the Developer shall be maintained in accordance with generally accepted accounting principles. Developer shall make available for examination and copying such Financial Records (except for the copying of Developer's financial ledgers and statement). Developer shall keep and maintain all such Financial Records separate and distinct from other records and accounts and shall maintain such Financial Records for at least three (3) years after acceptance by City. With prior written notice of not less than ten (10) business days, City, at its sole expense, shall have the right to audit Developer's Gross Revenue Amount. If the statement of Gross Revenue Amount previously provided to City shall be found to be inaccurate for prior years of the Term, and Developer is found to have underpaid City the Annual Fee that should have been paid to City, Developer shall promptly pay to City such sums as may be necessary to settle in full the accurate amount of said Annual Fee that should have been paid to City for the period or periods covered by such inaccurate statement or statements. In addition, if said audit discloses an underpayment of greater than five percent (5%) with respect to the Gross Revenue Amount reported by Developer for the period or periods of said report(s), then Developer shall immediately pay to City its actual and reasonable costs of such audit (provided that in exercising its rights, the City shall not engage any auditor working on a contingency fee basis), plus five percent (5%) interest on the amount underpaid, but the application of such interest is limited to three (3) years before the time any underpayment should have been paid to the City.

4. Development of Project.

4.1 Applicable Regulations; Developer's Vested Rights and City's Reservation of Discretion with Respect to Subsequent Development Approvals.

Other than as expressly set forth in this Agreement, during the Term of this Agreement, Developer shall have the vested right to Develop the Project on and with respect to the Sites in accordance with the terms of the Development Regulations and this Agreement and City shall not prohibit or prevent development of the Sites on grounds inconsistent with the Development Regulations or this Agreement. Notwithstanding the foregoing, nothing herein is intended to limit

or restrict City's discretion with respect to (i) review and approval requirements contained in the Development Regulations, (ii) exercise of any discretionary authority City retains under the Development Regulations, (iii) the approval, conditional approval, or denial of any Subsequent Development Approvals that are required for Development of the Project as of the Effective Date, or (iv) any environmental approvals that may be required under CEQA or any other federal or state law or regulation in conjunction with any Subsequent Development Approvals that may be required for the Project, and in this regard, as to future actions referred to in clauses (i)-(iv) of this sentence, City reserves its full discretion to the same extent City would have such discretion in the absence of this Agreement. Furthermore, Developer shall obtain all rights for access, construction, maintenance utilities, etc. for the Project prior to the issuance of permits by the City.

Developer has expended and will continue to expend substantial amounts of time and money planning and preparing for Development of the Project. Developer represents and City acknowledges that Developer would not make these expenditures without this Agreement, and that Developer is and will be making these expenditures in reasonable reliance upon its vested rights to Develop the Project as set forth in this Agreement.

4.2 No Conflicting Enactments.

Except to the extent City reserves its discretion as expressly set forth in this Agreement, during the Term of this Agreement, City shall not apply to the Project or any of the Sites any ordinance, policy, rule, regulation, or other measure relating to Development of the Project that is enacted or becomes effective after the Effective Date to the extent it conflicts with this Agreement.

4.3 Reservations of Authority.

Notwithstanding any other provision set forth in this Agreement to the contrary, the laws, rules, regulations, and official policies set forth in this Section 4.3 shall apply to and govern the Development of the Project on and with respect to the Sites.

4.3.1 Procedural Regulations. Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure shall apply to the Sites, provided that such procedural regulations are adopted and applied City-wide or to all other properties similarly situated in City.

4.3.2 Processing and Permit Fees. City shall have the right to charge and Developer shall be required to pay all applicable processing and permit fees to cover the reasonable cost to City of processing and reviewing applications and plans for any required Subsequent Development Approvals, building permits, excavation and grading permits, encroachment permits, and the like, for performing necessary studies and reports in connection therewith, and monitoring compliance with any requirements applicable to Development of the Project, all at the rates in effect at the time fees are due.

4.3.3 Consistent Future City Regulations. City ordinances, resolutions, regulations, and official policies governing Development which do not conflict with the Development Regulations, or with respect to such regulations that do conflict, where Developer has consented in writing to the regulations, shall apply to the Sites.

4.3.4 Overriding Federal and State Laws and Regulations. Federal and state laws and regulations that override Developer's vested rights set forth in this Agreement shall apply to the Sites, together with any City ordinances, resolutions, regulations, and official policies that are necessary to enable City to comply with the provisions of any such overriding federal or state laws and regulations, provided that (i) Developer does not waive its right to challenge or contest the validity of any such purportedly overriding federal, state, or City law or regulation; and (ii) upon the discovery of any such overriding federal, state, or City law or regulation that prevents or precludes compliance with any provision of this Agreement, City or Developer shall provide to the other Party a written notice identifying the federal, state, or City law or regulation, together with a copy of the law or regulation and a brief written statement of the conflict(s) between that law or regulation and the provisions of this Agreement. Promptly thereafter City and Developer shall meet and confer in good faith in a reasonable attempt to determine whether a modification or suspension of this Agreement, in whole or in part, is necessary to comply with such overriding federal, state, or City law or regulation. In such negotiations, City and Developer agree to preserve the terms of this Agreement and the rights of Developer as derived from this Agreement to the maximum feasible extent while resolving the conflict. City agrees to cooperate with Developer at no cost to City in resolving the conflict in a manner which minimizes any financial impact of the conflict upon Developer. City also agrees to process in a prompt manner Developer's proposed changes to the Project and any of the Development Regulations as may be necessary to comply with such overriding federal, state, or City law or regulation; provided, however, that the approval of such changes by City shall be subject to the discretion of City, consistent with this Agreement.

4.3.5 Uniform Building Standards. Existing and future building and building-related standards set forth in the uniform codes adopted and amended by City from time to time, including building, electrical, and fire codes, and any modifications and amendments thereof shall all apply to the Project and the Sites to the same extent that the same would apply in the absence of this Agreement.

4.3.6 Public Works Improvements. To the extent Developer constructs or installs any public improvements, works, or facilities, the City standards in effect for such public improvements, works, or facilities at the time of City's issuance of a permit, license, or other authorization for construction or installation of same shall apply.

5. Implementation

5.1 Developer shall maintain the Sign Structures and shall maintain, repair, and improve the DOADs in accordance with the standards of the outdoor-advertising industry. Developer's maintenance obligation under this Section 5.1 includes the obligation to remove any graffiti from, and make any repairs to, the Sign Structures and the DOADs within 48 hours of notification.

5.2 Developer voluntarily covenants and agrees for itself, its successors and assigns, to prohibit advertising displayed on the Digital Display Area for adult businesses, cabarets, strip clubs, lingerie, and cannabis products of any kind including CBD products.

5.3 The technology currently being deployed for DOADs is LED (light emitting diode), but there may be alternate, preferred or superior technology available in the future. Developer is authorized to change the DOADs to any other technology that operates under the maximum brightness standards set forth in Section 5.4 of this Agreement. The City shall expedite any required approvals for technology that is superior in energy efficiency over previous generations or types.

5.4 DOAD illumination is expressly permitted when operated within these standards.

5.4.1 DOADs shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot candle meter at a pre-set distance.

5.4.2 Distance to measure the foot candles impact shall be measured from a distance of 250 ft. for a sign with a nominal face size of 14' x 48'.

5.4.3 Each Digital Display Area must have a light sensing device that will adjust the brightness as ambient light conditions change in accordance with the Outdoor Advertising Act.

5.4.4 DOADs shall contain static messages only, and shall not have movement, or the appearance or optical illusion of movement during the static display period, of any part of the sign structure, design, or pictorial segment of the sign, including the movement or appearance of movement. Each static message shall not include flashing lighting or the varying of light intensity.

5.4.5 No DOAD shall involve any red or blinking or intermittent light likely to be mistaken for warning or danger signals nor shall its illumination impair the vision of travelers on the adjacent freeway and/or roadways.

5.5 The DOAD shall be operated with systems and monitoring to freeze the display in one static position, display a full black screen, or turn off, in the event of a malfunction.

5.6 No DOAD shall simulate or imitate any directional, warning, danger or any display likely to be mistaken for any permitted sign intended or likely to be construed as giving warning to traffic, by, for example, the use of the words "stop" or "slow down."

5.7 No DOAD shall exceed 4050 lumens between the hours of 10PM and sunrise.

5.8 Prior to the issuance of any permits, Developer shall provide all studies and approvals necessary for the City to approve Project in compliance with the City's obligations under the Western Riverside Multi-Species Habitat Conservation Plan.

5.9 Prior to the issuance of any permits, Developer shall provide City with copies of executed leases, recorded easements for access, utilities, maintenance, and any other documents required for the City to reasonably determine that Developer can construct and maintain the Improvements on the Sites for the Term of the Agreement in addition to any available extensions.

6. Amendment or Cancellation of Agreement

This Agreement may be amended or canceled in whole or in part only by mutual written and executed consent of the Parties in compliance with California Government Code section 65868 or by unilateral termination by City in the event of an uncured default of Developer.

6.1 Extension.

Developer may request up to, and upon receipt of a written request from Developer, City may grant two (2) five (5) year extensions that extend the Term of this Agreement for a total of ten (10) additional years provided that Developer has submitted its written request to extend this Development Agreement.

7. Enforcement.

Unless this Agreement is amended, canceled, modified, or suspended as authorized herein or pursuant to California Government Code section 65869.5, this Agreement shall be enforceable by either Party despite any change in any applicable general or specific plan, zoning, subdivision, or building regulation or other applicable ordinance or regulation adopted by City (including by City's electorate) that purports to apply to any or all of the Sites.

8. Events of Default.

8.1 General Provisions.

In the event of any material default, breach, or violation of the terms of this Agreement ("Default"), the Party alleging a Default shall have the right to deliver a written notice (each, a "Notice of Default") to the defaulting Party. The Notice of Default shall specify the nature of the alleged Default and a reasonable manner and sufficient period of time to remedy such default. If the Default relates to the failure to timely make a monetary payment due hereunder and not less than thirty (30) days in the event of non-monetary Defaults) in which the Default must be cured (the "Cure Period"). During the Cure Period, the Party charged shall not be considered in Default for the purposes of termination of this Agreement or institution of legal proceedings. If the alleged Default is cured within the Cure Period, then the Default thereafter shall be deemed not to exist. If a non-monetary Default cannot be cured during the Cure Period with the exercise of commercially reasonable diligence, the defaulting Party must promptly commence to cure as quickly as possible, and in no event later than thirty (30) days after it receives the Notice of Default, and thereafter diligently pursue said cure to completion.

8.2 Default by Developer.

If Developer is alleged to have committed Default and it disputes the claimed Default, it may make a written request for an appeal hearing before the City Council within ten (10) days of receiving the Notice of Default, and a public hearing shall be scheduled at the next available City Council meeting to consider Developer's appeal of the Notice of Default. Failure to appeal a Notice of Default to the City Council within the ten (10) day period shall waive any right to a hearing on the claimed Default. If Developer's appeal of the Notice of Default is timely and in good faith but after a public hearing of Developer's appeal the City Council concludes that Developer is in

Default as alleged in the Notice of Default, the accrual date for commencement of the thirty (30) day Cure Period provided in Section 9.1 shall be extended until the City Council's denial of Developer's appeal is communicated to Developer.

8.3 City's Option to Terminate Agreement.

In the event of an alleged Developer Default, City may not terminate this Agreement without first delivering a written Notice of Default and providing Developer with the opportunity to cure the Default within the Cure Period, as provided in Section 8.1, and complying with Section 8.2 if Developer timely appeals any Notice of Default with respect to a non-monetary Default. A termination of this Agreement by City shall be valid only if good cause exists and is supported by evidence presented to the City Council at or in connection with a duly noticed public hearing to establish the existence of a Default. The validity of any termination may be judicially challenged by Developer. Any such judicial challenge must be brought within ninety (90) calendar days of service on Developer, by first class mail, postage prepaid, of written notice of termination by City or a written notice of City's determination of an appeal of the Notice of Default as provided in Section 8.2.

8.4 Default by City.

If Developer alleges a City Default and alleges that the City has not cured the Default within the Cure Period, Developer may pursue any remedy, including any equitable remedy available to it under this Agreement, including, without limitation, an action for a writ of mandamus, injunctive relief, or specific performance of City's obligations set forth in this Agreement. Upon a City Default, any resulting delays in Developer's performance hereunder shall neither be a Developer Default nor constitute grounds for termination or cancellation of this Agreement by City and shall, at Developer's option (and provided Developer delivers written notice to City within thirty (30) days of the commencement of the alleged City Default), extend the Term for a period equal to the length of the delay.

8.5 Waiver.

Failure or delay by either Party in delivering a Notice of Default shall not waive that Party's right to deliver a future Notice of Default of the same or any other Default.

8.6 Monetary Damages.

The Parties agree that monetary damages shall not be an available remedy for either Party for a Default hereunder by the other Party; provided, however, that (i) nothing in this Section 8.6 is intended or shall be interpreted to limit or restrict City's right to recover the Annual Fees due from Developer as set forth herein; and (ii) nothing in this Section 8.6 is intended or shall be interpreted to limit or restrict the right of the prevailing Party in any Action to recover its litigation expenses, as set forth in Section 13.

8.7 No Personal Liability of City Officials, Employees, or Agents.

In any judicial proceeding, arbitration, or mediation (collectively, an "Action") between the Parties that seeks to enforce the provisions of this Agreement or arises out of this Agreement,

the prevailing Party shall recover all of its actual and reasonable costs and expenses, regardless of whether they would be recoverable under California Code of Civil Procedure section 1033.5 or California Civil Code section 1717 in the absence of this Agreement. These costs and expenses include expert witness fees, attorneys' fees, and costs of investigation and preparation before initiation of the Action. The right to recover these costs and expenses shall accrue upon initiation of the Action, regardless of whether the Action is prosecuted to a final judgment or decision. No member, official or employee of City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Developer or its successor or on any obligations under the terms of this Agreement.

9. Force Majeure.

Neither Party shall be deemed to be in Default where failure or delay in performance of any of its obligations under this Agreement is caused, through no fault of the Party whose performance is prevented or delayed, by floods, earthquakes, other acts of God, fires, wars, epidemics, riots or similar hostilities, strikes or other labor difficulties, state or federal regulations, or court actions. Except as specified above, nonperformance shall not be excused because of the act or omission of a third person. In no event shall the occurrence of an event of force majeure operate to extend the Term of this Agreement. In addition, in no event shall the time for performance of a monetary obligation, including without limitation Developer's obligation to pay Public Benefit Fees, be extended pursuant to this Section.

10. Indemnity Obligations of Developer.

10.1 Indemnity Arising from Acts or Omissions of Developer.

Except to the extent caused by the intentional misconduct or negligent acts, errors or omissions of City or one or more of City's officials, employees, agents, attorneys, and contractors (collectively, the "City's Affiliated Parties"), Developer shall indemnify, defend, and hold harmless City and City's Affiliated Parties from and against all non-Party brought suits, claims, liabilities, losses, damages, penalties, obligations, and expenses (including but not limited to reasonable attorneys' fees and costs) (collectively, a "Claim") that may arise, directly or indirectly, from the acts, omissions, or operations of Developer or Developer's agents, contractors, subcontractors, agents, or employees in the course of Development of the Project or any other activities of Developer relating to the Sites, the Site, or pursuant to this Agreement. City shall have the right to select and retain counsel to defend any Claim filed against City and/or any of City's Affiliated Parties, and Developer shall pay the reasonable cost for defense of any Claim. The indemnity provisions in this Section 10.1 shall commence on the Agreement Date, regardless of whether the Effective Date occurs, and shall survive the Termination Date.

10.2 Third Party Litigation.

In addition to its indemnity obligations set forth in Section 10.1, Developer shall indemnify, defend, and hold harmless City and City's Affiliated Parties from and against any Claim against City or City's Affiliated Parties seeking to attack, set aside, void, or annul the approval of this Agreement, the Adopting Ordinance, any of the Development Regulations for the

Project (including without limitation any actions taken pursuant to CEQA with respect thereto), any Subsequent Development Approval, or the approval of any permit granted pursuant to this Agreement. City shall be entitled to retain separate counsel to represent City against the Claim and the City's defense costs for its separate counsel shall be included in Developer's indemnity obligation, provided that such counsel shall reasonably cooperate with Developer in an effort to minimize the total litigation expenses incurred by Developer. In the event either City or Developer recovers any attorney's fees, expert witness fees, costs, interest, or other amounts from the party or parties asserting the Claim, Developer shall be entitled to retain the same (provided it has fully performed its indemnity obligations hereunder). The indemnity provisions in this Section 10.2 shall commence on the Agreement Date, regardless of whether the Effective Date occurs, and shall survive the Termination Date.

11. Liability Insurance Coverage and Limits.

Commencing upon the Effective Date and throughout the duration of the Term (and during any extensions, if applicable), Developer shall procure and maintain at its own expense, during the Term of this Agreement:

- a. Comprehensive General Liability Insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Developer or its officers, employees, servants, volunteers, and agents and independent contractors. All insurance policies shall be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent contractors as additional insureds.
- b. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- c. Property Insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

All insurance policies shall be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent contractors as additional insureds.

11.1 Policy Form, Content and Insurer. All insurance required by the provisions of this Agreement shall be carried only with insurance companies licensed to do business in this state with Best's Financial Rating of A VII or better or otherwise acceptable to City.

11.2 All such policies required by the provisions of this Agreement shall be non-assessable and shall contain language to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by City, (ii) the policies cannot be canceled or materially changed except after thirty (30) days notice by the insurer to City and (iii) City shall not be liable for any premiums or assessments. The insurer under the policy of property insurance for the Sites shall also waive its rights of subrogation against City and City's members, officers, employees, agents and contractors.

11.3 All deductibles or self-insured retentions shall be commercially reasonable for companies of similar net worth as Developer.

11.4 Upon Developer's execution and delivery of this Agreement, Developer shall deliver to City certificates of insurance evidencing the insurance coverages specified in this Section 11. Developer shall thereafter deliver to City original certificates and amendatory endorsements evidencing the insurance coverages required by this Section upon renewal of any insurance policy. Full copies of the policies shall be made available to City upon request.

12. Assignment.

Developer shall have the right to sell, transfer, or assign (hereinafter, collectively, a "Transfer") Developer's interest to the Sites, in whole or in part, to a Permitted Transferee (which successor, as of the effective date of the Transfer, shall become the "Developer" under this Agreement) at any time from the Agreement Date until the Termination Date; provided, however, that any such transfer shall include the assignment and assumption of Developer's rights, duties, and obligations set forth in or arising under this Agreement as to the Site or the portion thereof so Transferred and shall be made in strict compliance with the following conditions precedent:

(i) no transfer or assignment of any of Developer's rights or interest under this Agreement shall be made unless made together with the Transfer of all or a part of the Site at issue; and (ii) prior to the effective date of any proposed Transfer, Developer (as transferor) shall notify City, in writing, of such proposed Transfer and deliver to City a written assignment and assumption, executed in recordable form by the transferring and successor Developer and in a form subject to the reasonable approval of the City Attorney of City (or designee), pursuant to which the transferring Developer assigns to the successor Developer and the successor Developer assumes from the transferring Developer all of the rights and obligations of the transferring Developer with respect to the Site at issue or portion thereof to be so Transferred, including in the case of a partial Transfer the obligation to perform such obligations that must be performed outside of the Site so Transferred that are a condition precedent to the successor Developer's right to develop the portion of the Site so Transferred. Any Permitted Transferee shall have all of the same rights, benefits, duties, obligations, and liabilities of Developer under this Agreement with respect to the portion of the Site sold, transferred, and assigned to such Permitted Transferee; provided, however, that in the event of a Transfer of less than all of the Site no such Permitted Transferee shall have the right to enter into an amendment of this Agreement that jeopardizes or impairs the rights or increases the obligations of the Developer with respect to the balance of the Site.

Notwithstanding any Transfer, the transferring Developer shall continue to be jointly and severally liable to City, together with the successor Developer, to perform all of the transferred obligations set forth in or arising under this Agreement unless there is full satisfaction of all of the following conditions, in which event the transferring Developer shall be automatically released from any and all obligations with respect to the portion of the Site so Transferred: (i) the transferring Developer no longer has a legal or equitable interest in the portion of the Site so Transferred other than as a beneficiary under a deed of trust; (ii) the transferring Developer is not then in Default under this Agreement and no condition exists that with the passage of time or the

giving of notice, or both, would constitute a Default hereunder; (iii) the transferring Developer has provided City with the notice and the fully executed written and recordable assignment and assumption agreement required as set forth in the first paragraph of this Section 11; and (iv) the successor Developer either (A) provides City with substitute security equivalent to any security previously provided by the transferring Developer to City to secure performance of the successor Developer's obligations hereunder with respect to the Site or the portion of the Site so Transferred or (B) if the transferred obligation in question is not a secured obligation, the successor Developer either provides security reasonably satisfactory to City or otherwise demonstrates to City's reasonable satisfaction that the successor Developer has the financial resources or commitments available to perform the transferred obligation at the time and in the manner required under this Agreement and the Development Regulations for the Project.

13. Mortgagee Rights.

a. Encumbrances on Site.

The Parties agree that this Agreement shall not prevent or limit Developer in any manner from encumbering the Sites, any part of the Sites, or any improvements on the Sites with any Mortgage securing financing with respect to the construction, development, use, or operation of the Project.

b. Mortgagee Not Obligated.

Notwithstanding the provisions of this Section 13, a Mortgagee will not have any obligation or duty under the terms of this Agreement to perform the obligations of Developer or other affirmative covenants of Developer, or to guarantee this performance except that: (i) the Mortgagee shall have no right to develop the Project under the Development Regulations without fully complying with the terms of this Agreement; and (ii) to the extent that any covenant to be performed by Developer is a condition to the performance of a covenant by City, that performance shall continue to be a condition precedent to City's performance.

c. Notice of Default to Mortgagee; Right of Mortgagee to Cure.

Each Mortgagee shall, upon written request to City, be entitled to receive written notice from City of any default by Developer of its obligations set forth in this Agreement.

Each Mortgagee shall have a further right, but not an obligation, to cure the Default within thirty (30) days after receiving a Notice of Default with respect to a monetary Default and within sixty (60) days after receiving a Notice of Default with respect to a non-monetary Default. If the Mortgagee can only remedy or cure a non-monetary Default by obtaining possession of the Site, then the Mortgagee shall have the right to seek to obtain possession with diligence and continuity through a receiver or otherwise, and to remedy or cure the non-monetary Default within sixty (60) days after obtaining possession and, except in case of emergency or to protect the public health or safety, City may not exercise any of its judicial remedies set forth in this Agreement to terminate or substantially alter the rights of the Mortgagee until expiration of the sixty (60)-day period. In the case of a non-monetary Default that cannot with diligence be remedied or cured within sixty (60) days, the Mortgagee shall have additional time as is reasonably necessary to remedy or cure

the Default, provided the Mortgagee promptly commences to cure the non-monetary Default within sixty (60) days and diligently prosecutes the cure to completion.

14. Miscellaneous Terms.

a. Notices.

Any notice or demand that shall be required or permitted by law or any provision of this Agreement shall be in writing. If the notice or demand will be served upon a Party, it either shall be personally delivered to the Party; deposited in the United States mail, certified, return receipt requested, and postage prepaid; or delivered by a reliable courier service that provides a receipt showing date and time of delivery with courier charges prepaid. The notice or demand shall be addressed as follows:

| | |
|-----------------|---|
| To City: | City of Murrieta 1 Town Square Murrieta, California 92562 Attn: City Manager |
| With a copy to: | City Attorney Aleshire & Wynder, LLP 18881 Von Karman Ave, #1700 Irvine, California 92612 Attn: Tiffany J. Israel |
| To Developer: | Lamar Central Outdoor, LLC 449 East Parkcenter Circle South San Bernardino, California 92408 Attn: Brian Smith |
| With a copy to: | Stream Kim Hicks Wrage & Alfaro 3403 Tenth Street, Suite 700 Riverside, CA 92501 Attn: Theodore K. Stream, Esq. |

Either Party may change the address stated in this Section 13.1 by delivering notice to the other Party in the manner provided in this Section 13.1, and thereafter notices to such Party shall be addressed and submitted to the new address. Notices delivered in accordance with this Agreement shall be deemed to be delivered upon the earlier of: (i) the date received or (iii) three business days after deposit in the mail as provided above.

b. Project as Private Undertaking.

The Development of the Project is a private undertaking. Neither Party is acting as the agent of the other in any respect, and each Party is an independent contracting entity with respect to the terms, covenants, and conditions set forth in this Agreement. This Agreement forms no partnership, joint venture, or other association of any kind. The only relationship between the

Parties is that of a government entity regulating the Development of private property with a legal interest in the property.

c. Attorney Fees.

If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

d. Cooperation.

Each Party shall cooperate with and provide reasonable assistance to the other Party to the extent consistent with and necessary to implement this Agreement. Upon the request of a Party at any time, the other Party shall promptly execute, with acknowledgement or affidavit if reasonably required, and file or record the required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

e. Estoppel Certificates.

At any time, either Party may deliver written notice to the other Party requesting that that Party certify in writing that, to the best of its knowledge: (i) this Agreement is in full force and effect and is binding on the Party; (ii) this Agreement has not been amended or modified either orally or in writing or, if this Agreement has been amended, the Party providing the certification shall identify the amendments or modifications; and (iii) the requesting Party is not in Default in the performance of its obligations under this Agreement and no event or situation has occurred that with the passage of time or the giving of Notice or both would constitute a Default or, if such is not the case, then the other Party shall describe the nature and amount of the actual or prospective Default.

The Party requested to furnish an estoppel certificate shall execute and return the certificate within thirty (30) days following receipt.

f. Rules of Construction.

The singular includes the plural; the masculine and neuter include the feminine; "shall" is mandatory; and "may" is permissive.

g. Time Is of the Essence.

Time is of the essence regarding each provision of this Agreement as to which time is an element.

h. Waiver.

The failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, and failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of that Party's right to demand strict compliance by the other Party in the future.

i. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be identical and may be introduced in evidence or used for any other purpose without any other counterpart, but all of which shall together constitute one and the same agreement.

j. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter addressed in this Agreement.

k. Severability.

If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, then that term, provision, covenant or condition of this Agreement shall be stricken and the remaining portion of this Agreement shall remain valid and enforceable if that stricken term, provision, covenant or condition is not material to the main purpose of this agreement, which is to allow the Development to be permitted and operated and to provide the Annual Fee to the City; otherwise, this Agreement shall terminate in its entirety, unless the Parties otherwise agree in writing, which agreement shall not be unreasonably withheld.

l. Construction.

Both City and Developer are sophisticated parties who were represented by independent counsel throughout the negotiations. City and Developer each agree and acknowledge that the terms of this Agreement are fair and reasonable, taking into account their respective purposes, terms, and conditions. This Agreement shall therefore be construed as a whole consistent with its fair meaning, and no principle or presumption of contract construction or interpretation shall be used to construe the whole or any part of this Agreement in favor of or against either Party.

m. Successors and Assigns; Constructive Notice and Acceptance.

The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to Development of the Sites: (i) is for the benefit of and is a burden upon every portion of the Sites; (ii) runs with the Sites and each portion thereof; and (iii) is binding upon each Party and each successor in interest during its ownership interests of the Sites or any portion thereof. Every person or entity who now or later owns or acquires any right, title, or interest in any part of the Project or the Sites

is and shall be conclusively deemed to have consented and agreed to every provision of this Agreement.

n. No Third-Party Beneficiaries.

The only Parties to this Agreement are City and Developer. This Agreement does not involve any third-party beneficiaries, and it is not intended and shall not be construed to benefit or be enforceable by any other person or entity.

o. Applicable Law and Venue.

This Agreement shall be construed and enforced consistent with the internal laws of the State of California, without regard to conflicts of law principles. Any action at law or in equity arising under this Agreement or brought by any Party for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, or the United States District Court for this County. The Parties waive all provisions of law providing for the removal or change of venue to any other court.

p. Section Headings.

All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Agreement.

q. Incorporation of Recitals and Exhibits.

All of the Recitals are incorporated into this Agreement by this reference. Exhibits A, B-1, B-2, C-1, C-2, D-1 and D-2 are attached to this Agreement and incorporated by this reference as follows:

| EXHIBIT DESIGNATION | DESCRIPTION |
|---------------------|-----------------------------|
| A | Relocation Agreement |
| B-1 | Legal Description of Site 1 |
| B-2 | Depiction of Site 1 |
| C-1 | Legal Description of Site 2 |
| C-2 | Depiction of Site 2 |
| D-1 | Legal Description of Site 3 |
| D-2 | Depiction of Site 3 |

r. Recordation.

The City Clerk of City shall record this Agreement and any amendment, modification, or cancellation of this Agreement in the Office of the County Recorder of the County of Riverside within the period required by California Government Code section 65868.5. The date of recordation of this Agreement shall not modify or amend the Effective Date or the Termination Date.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO
DEVELOPMENT AGREEMENT**

“DEVELOPER”

By:

By: _____

Name: C. Todd Porter

Title: VP & General Manager

“CITY”

CITY OF MURRIETA, a municipal
corporation

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public in and for
said County and State

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

Witness my hand and official seal.

Notary Public in and for
said County and State

EXHIBIT A
RELOCATION AGREEMENT

BILLBOARD RELOCATION AGREEMENT

THIS BILLBOARD RELOCATION AGREEMENT (“the Agreement”) is entered into as of this 20th day of December, 2022, -2023 (the “Effective Date”), by and between the CITY OF MURRIETA, a public body, corporate and politic (“City”), and LAMAR CENTRAL OUTDOOR, LLC, a Delaware limited liability company (“Lamar”). Hereafter City and Lamar are sometimes referred to as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Lamar owns and operates legal non-conforming billboard advertising structures within the city limits of City (each a “Billboard” and collectively the “Billboards”);

WHEREAS, the California Outdoor Advertising Act, Business and Professions Code, Section 5200, *et. seq.* (in particular Bus. & Prof. Code Section 5412), encourages local entities and display owners to enter into relocation agreements which allow local entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communications;

WHEREAS, the California Outdoor Advertising Act (in particular Bus. & Prof. Code Section 5412) specifically empowers, and encourages, local agencies to enter into relocation agreements on whatever terms are agreeable to the City and display owners and to adopt ordinances and resolutions providing for relocation of displays;

WHEREAS, the City has previously approved a Relocation Agreement dated April 15, 1997, a copy of which is attached hereto as Exhibit “A”, which authorized the removal and replacement of one of Lamar’s Billboards previously owned by Outdoor Media Group, Inc. (the “Old Billboard”) for a more modernized “aesthetically pleasing” structure, which has not yet been replaced;

WHEREAS, the City of Temecula, in cooperation with the California Department of Transportation (Caltrans), filed a Complaint in Eminent Domain per Riverside County Superior Court Case No. CVSW2200256 to condemn the interests of the Old Billboard, which lies within the I-15/French Valley Parkway Improvements Project. Lamar and the City of Temecula entered a settlement agreement whereby the City of Temecula would expend public funds to compensate Lamar for all dismantle costs, rebuilding costs and lost rent associated with the removal of the Old Billboard;

WHEREAS, the City has the opportunity and ability to prevent the unnecessary expenditure of public condemnation funds for the removal of the Old Billboard by permitting Lamar to relocate it outside the parameters of the I-15/French Valley Parkway Improvements Project;

WHEREAS, the City wishes to prevent the unnecessary expenditure of public condemnation funds while upholding its previous commitment to modernize the Old Billboard;

WHEREAS, the City further desires to reduce the number of Billboards within the City thereby diminishing visual clutter and improving the aesthetic appearance of the City;

WHEREAS, this Agreement relates to eight (8) Billboards in the City:

- (A) the permanent removal of three (3) Billboards;
- (B) the right to construct and erect one (1) of those removed Billboards on relocated property;
- (C) the right to reconstruct three (3) Billboards in order to remove old, obsolete displays and allow for modernized displays; and
- (D) the right to relocate and reconstruct the Old Billboard, which has not been completed after it was authorized in the Relocation Agreement dated April 15, 1997.

WHEREAS, Section 16.38.150 of the City Municipal Code allows and encourages the relocation and reconstruction of existing Billboards upon approval of a Billboard Relocation Agreement and upon compliance with the provisions therein;

WHEREAS, the City and Lamar now wish to enter into this Agreement to memorialize the terms and conditions upon which Lamar will have the right to relocate and reconstruct certain of its legally existing Billboards.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

1. Term of Agreement. Unless terminated earlier as provided in this Agreement, this Agreement shall continue in full force and effect for so long as any obligation is owed by either Party pursuant to the terms of this Agreement.

2. Existing Billboard Removal.

a. Permanent Removal of Existing Billboards. In exchange for the ability to develop the 215/Keller Billboard and Reconstructed Billboards, identified below, Lamar shall permanently remove the three (3) existing Billboards identified in Exhibit "B" (the "Removed Billboards"). Each of the Removed Billboards currently holds the status of a legal non-conforming use as the term is defined by the City Development Code. Removal of the Removed Billboards identified in Exhibit B shall be in accordance with all applicable federal, state and local regulations. Lamar shall, at its sole cost and expense, secure all required permits necessary to remove the Removed Billboards, including but not limited to, the City's demolition permits.

b. Timing of Removal. Lamar shall remove the Removed Billboards on an ongoing basis as each Reconstructed Billboard receives its necessary approvals for development. Each removal shall take place within sixty (60) days of the Effective Date of each Reconstructed Billboard's Development Approvals, as described in Section 4a below. For purposes of this Section 2b, the term "Effective Date" means either: (1) the expiration of all administrative appeal

periods provided for by the City Development Code and applicable to City approval of City sign permits, or (2) if an appeal is filed, the date upon which either the Planning Commission and/or City Council approval becomes final. Notwithstanding the foregoing, Lamar shall not be entitled to commence construction and installation of the 215/Keller Billboard or Reconstructed Billboard(s) prior to the removal of all of the Removed Billboards. If Lamar has not obtained the Development Approvals for the Reconstructed Billboards, Lamar shall have no obligation to remove any of the Removed Billboards pursuant to the terms of this Agreement and the obligations of the Parties under this Agreement shall terminate and the Agreement shall be of no further force and effect.

3. Relocation and Reconstruction of Billboards.

a. 215/Keller Billboard. Upon the permanent removal of the Removed Billboards, Lamar shall be entitled to construct one (1) Billboard upon City-owned property located by the Interstate 215 Highway and Keller Road identified in Exhibit "C" (the "215/Keller Billboard"), the precise location of which shall be determined within the discretion of Lamar subject to City's reasonable approval for traffic safety. Lamar shall be entitled to construct the 215/Keller Billboard with a two-panel changeable message digital display. The 215/Keller Billboard shall be subject to the approval of a sign permit and Conditional Use Permit, as provided in Section 4b below, and a lease incorporating the revenue sharing provisions of Section 5 below.

Lamar acknowledges that a future freeway interchange is planned for Keller Road and Interstate 215. In the event that a regulatory authority condemns or takes any portion of the premises affecting Lamar's access, placement or the visibility of the 215/Keller Billboard, City agrees to allow Lamar to relocate the 215/Keller Billboard to another location in the same area or to an alternative location determined by the Parties at that time. City agrees that any damages relating to the 215/Keller Billboard paid for by the regulatory authority, including the costs of relocation, will be awarded to Lamar.

b. Reconstructed Billboards. Upon the permanent removal of the Removed Billboards, Lamar shall also be entitled to reconstruct three (3) existing Billboards upon private property, more specifically described and depicted in Exhibit "D," (the "Reconstructed Billboards"). Each of the Reconstructed Billboards currently holds the status of a legal non-conforming use as the term is defined by the City Development Code. Lamar shall be entitled to incorporate either single or double-sided changeable message digital displays into the Reconstructed Billboards. The Reconstructed Billboards shall be subject to the approval of a sign permit and a Development Agreement as provided in Section 4b below.

c. Old Billboard. Lamar shall be entitled to reconstruct the Old Billboard, which was originally approved for reconstruction in the Relocation Agreement dated April 15, 1997 (Exhibit A), at a nearby location outside of the I-15/French Valley Parkway Improvements Project to prevent the unnecessary expenditure of public condemnation funds. The reconstructed Old Billboard shall be a double-sided static Billboard. Lamar shall obtain all the necessary sign permits required for the construction of the Old Billboard, but will not be required to obtain a Conditional

Use Permit or Development Agreement. This Agreement supersedes the April 15, 1997 Relocation Agreement in its entirety, and the 1997 Agreement shall no longer have any effect.

d. Findings. The City Council has found that this Agreement is in the public interest of the City and its residents. Adopting this Agreement constitutes a present exercise of the City's police power, and this Agreement is consistent with the goals, objectives, purposes and provisions of the City's General Plan and the City of Murrieta Municipal Code. The proposed relocation sites are compatible with the uses and structures on the site and in the surrounding area. This Agreement is intended to achieve a number of the City's objectives including the reduction of visual clutter by reducing the number of overall billboards located within the City and the removal of old, obsolete displays to allow for modernized displays, thereby improving the City's appearance as a whole, without expenditure of public funds, while accommodating continued investment in the City and preservation of expectations of developers and property owners and the use of outdoor advertising as an important medium of communication. The proposed 215/Keller Billboard, Reconstructed Billboards and Old Billboard would not create a traffic or safety problem with regard to onsite access circulation or visibility, nor would they interfere with onsite parking or landscaping required by City ordinance or permit. Additionally, the proposed 215/Keller Billboard, Reconstructed Billboards and Old Billboard conceptual designs promote the character of the City. Finally, the City Council has found that the proposed 215/Keller Billboard, Reconstructed Billboards and Old Billboard would not otherwise result in a threat to the general health, safety and welfare of City residents.

4. Development Approvals.

a. Lamar shall, at its own expense, secure or cause to be secured all necessary permits and approvals, which may be required by all City, State, or any other governmental agency or utility affected by such construction, development or work to be performed by Lamar related to the Agreement, including, but not limited to, this Agreement and related staff reports and documents, sign permits, a Conditional Use Permit for the 215/Keller Billboard and Development Agreement for the Reconstructed Billboards, building and demolition permits, and all approvals required under CEQA and the State CEQA Guidelines, and all permits and approvals required from the California Department of Transportation ("Caltrans") (collectively "Development Approvals").

b. Within ninety (90) days of the approval of this Agreement, Lamar shall, at its sole cost and expense, submit sign permit application(s), a Conditional Use Permit application for the 215/Keller Billboard and Development Agreement applications for the Reconstructed Billboards, with accompanying fees, to the City Planning Department for the development of such billboards. Lamar's ability to construct and install the 215/Keller Billboard and Reconstructed Billboards are expressly conditioned upon City approval of a Conditional Use Permit or Development Agreement (as applicable), and subsequent approval of a sign permit. The foregoing applications shall include the written consent of the property owner. An application for a sign permit shall be accompanied by construction drawings reflecting the design detail of the proposed billboards. Upon receipt of an application for a sign permit submitted pursuant to this Agreement, the City Planning Director shall review the sign permit application to determine whether the design

of the proposed billboard(s) is substantially similar to the conceptual designs reflected in Exhibit “E” attached hereto and incorporated herein by this reference. Lamar acknowledges that, in addition to sign permits, Conditional Use Permit and Development Agreement, Lamar must obtain building permits from City prior to construction and installation of the 215/Keller Billboard and Reconstructed Billboards.

5. One-Time Payment and Revenue Sharing. As material consideration for City allowing Lamar to construct and operate the 215/Keller Billboard, the Reconstructed Billboards and the Old Billboard, Lamar shall pay the City a collective payment totaling One Million Dollars (\$1,000,000.00). The payment shall be made in four equal installments of Two-Hundred and Fifty Thousand Dollars (\$250,000.00). Each installment shall be paid to the City as each of the 215/Keller Billboard and the Reconstructed Billboards are fully operational (i.e., all the Billboards are not required to be operational before the first payment is due). Lamar shall also pay the City an annual fee equal to the greater of (i) One Hundred Thousand Dollars (\$100,000.00) or (ii) twenty-five percent (25%) of the annual gross advertising revenue generated by each of the 215/Keller Billboard and Reconstructed Billboards. The lease agreement and development agreement(s) negotiated between the Parties for these billboards shall provide that such revenue sharing shall constitute Lamar’s consideration under the agreements. The annual fee shall be further described in the applicable agreement.

6. City Hall Digital Monument. Lamar shall donate a City Hall Digital Monument (“Monument Sign”) with a digital display resolution pitch of 17mm or better and a display face not exceeding 250 square feet in a design as agreed upon by the Parties. Lamar shall have no duty to maintain, service, replace, repair, or otherwise care for the Monument Sign and cannot guaranty against any hardware or electrical malfunctions. City is solely responsible for the maintenance, service, replacement, repair and ultimate care of the Monument Sign.

7. Public Service Messages. As further consideration for the City’s Agreement to allow Lamar to develop the 215/Keller Billboard and Reconstructed Billboards, City shall be entitled to use of advertising space on the Signs on an “as available” basis; provided, however, that messages placed by City on the Signs must be limited to non-profit, public service messages (hereinafter “Public Service Messages”). The term Public Service Message shall expressly exclude any message advertising any business, company or event where such message would have a direct and tangible economic benefit to a private, for-profit company. The value of the Public Service Messages is estimated to be \$300,000 annually.

For all Public Service Messages, City shall be responsible for providing Lamar with the advertising copy. Lamar shall not be responsible for producing or substantially modifying any advertising copy for a Public Service Message, and shall have 48 hours after receipt and approval of advertising copy to display the Public Service Message.

8. Lamar’s Advertising Policy. The Parties acknowledge that public advertising is an important form of public communication. City desires to preserve this type of communication while preserving the character of the community and prevent exposure of its residents to advertising which City’s residents might find offensive. Accordingly, Lamar shall be prohibited

from displaying such offensive advertising material including, but not limited to, advertising for adult businesses, cabarets, strip clubs, lingerie, and cannabis products of any kind including CBD products.

9. Indemnity. Lamar, as a material part of the consideration to be rendered to City under this Agreement, shall indemnify City, its agents and employees and any successors or assigns to the City's rights under this Agreement (collectively "City Parties") and shall hold and save them and each of them harmless from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Indemnified Claims and Liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the use and maintenance of the 215/Keller Billboard, Reconstructed Billboards or Old Billboard by Lamar, its officers, agents and employees (collectively "Lamar Parties"), but only to the extent any such Indemnified Claims and Liabilities arise from (a) the failure of Lamar to keep such billboards in good condition and repair, (b) the negligent acts or omissions of Lamar hereunder, or (c) Lamar's negligent performance of or failure to perform any term or covenant of this Agreement, and in connection with the foregoing indemnity:

- a. Lamar shall defend any action or actions filed in connection with any of said Indemnified Claims and Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- b. Lamar shall promptly pay any judgment rendered against the City and the City Parties for any such Indemnified Claims and Liabilities; and Lamar shall save and hold City and City Parties harmless therefrom; and
- c. In the event City Parties are made a party to any action or proceeding filed or prosecuted against Lamar Parties for such Indemnified Claims and Liabilities, Lamar shall pay to City any and all costs and expenses incurred by City Parties in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Lamar and City further acknowledge that Lamar shall not indemnify City Parties for any Indemnified Claims and Liabilities caused by or arising out of the gross negligence or willful misconduct of City Parties.

10. General Provisions.

a. Assignment. Lamar may only assign or otherwise transfer this Agreement to any other person, firm, or entity upon presentation to the City of an assignment and assumption agreement in a form reasonably acceptable to the City Attorney and upon receipt of the City's written approval of such assignment or transfer by the City Manager; provided, however, that Lamar may, from time to time and one or more times, assign this Agreement to one or more persons or entities without the City's approval, but with written notice to the City, as long as Lamar, or entities owned or controlled by it, have and maintain at least a twenty-five percent (25%) ownership interest in such entities who are the assignees or transferees. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

b. Waiver. The waiver by any Party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant or condition.

c. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (a) certified or registered mail, postage pre-paid, return receipt requested, (b) personal delivery, or (c) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to Lamar:

Lamar Central Outdoor, LLC
449 East Parkcenter Circle South
San Bernardino, CA 92408
Attention: Brian Smith

If to the City:

City of Murrieta
Attn: Planning Director
1 Town Square
Murrieta, CA 92562

With a Copy to:

Stream Kim Hicks Wrage & Alfaro, PC
Attn: Theodore Stream, Esq.
3403 Tenth Street, Suite 700
Riverside, CA 92501

With a Copy to:

City of Murrieta
Attn: City Manager
1 Town Square
Murrieta, CA 92562

Aleshire & Wynder, LLP
Attn: Tiffany J. Israel
18881 Von Karman Avenue
Suite 1700
Irvine, CA 92612

Notices shall be deemed effective upon receipt or rejection only.

d. Authority to Enter Agreement. All Parties have the requisite power and authority to execute, deliver and perform the Agreement. All Parties warrant that the individuals who have signed this Agreement have the legal power, right, and authority to bind each respective Party.

e. Amendment/Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

f. Attorneys' Fees. In the event of litigation between the Parties arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred, including attorneys' fees on appeal, and all other reasonable costs and expenses for investigation of such action, including the conducting of discovery, in addition to whatever other relief to which it may be entitled.

g. Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

h. Miscellaneous. This Agreement embodies the entire agreement between the Parties and supersedes any prior or contemporaneous understandings between the Parties related to the Agreement. If any provision of this Agreement is held to be invalid, the balance shall remain binding upon the Parties. This Agreement shall be interpreted in accordance with its plain meaning, and not in favor of or against either Party. This Agreement shall be construed according to the laws of the State of California.

i. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

“CITY”:

CITY OF MURRIETA

By:



Kim Summers, City Manager

ATTEST:

By:

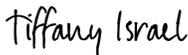


Cristal McDonald, City Clerk



APPROVED AS TO FORM:

By:



Tiffany Israel, City Attorney

“LAMAR”

LAMAR CENTRAL OUTDOOR

By:



By: C. Todd Porter

Its: Vice President and General Manager

EXHIBIT "A"
Relocation Agreement

RELOCATION AGREEMENT

This Relocation Agreement is entered into this 15th day of April, 1997 by and between the City of Murrieta ("the City"), a municipal corporation, and Outdoor Media Group, Inc. ("OMG"), a California corporation.

RECITALS

WHEREAS, OMG maintains an outdoor advertising display within the City at Assessor Parcel Number 910-060-004 (the "Old Billboard"), and the City feels that the Old Billboard is a detriment to the aesthetic quality of the City, and

WHEREAS, the Old Billboard is an unsightly wooden structure erected on eight wooden telephone poles and measuring 12' x 40', and

WHEREAS, the City desires that the Old Billboard be removed and replaced with more aesthetically pleasing steel monopoles, at no cost to the City, and

WHEREAS, OMG owns the rights to another outdoor advertising display under Permit No. 25 purchased from Carter Sign Company, and

WHEREAS, OMG is willing to remove the Old Billboard and relocate Permit No. 25 and to replace them with two steel monopole structures (14' x 48') pursuant to Business and Professions Codes 5412.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. OMG agrees to remove the Old Billboard from its present location and configuration. OMG also agrees to relocate its permits rights under Permit No. 25.
2. The City agrees to permit and recognize the erection by OMG of two double-faced outdoor advertising displays within the City, the first to be

-1-

EXHIBIT 1

located on Assessor's parcel Number 910-060-004 and the second on Assessor's Parcel Number 910-020-015.

3. OMG agrees to obtain all necessary building, grading and other permits generally applicable to the erection of outdoor advertising displays, and to abide by all other local, state and federal rules and regulations generally applicable to the erection and maintenance of outdoor advertising displays. The City agrees to immediately inspect the new billboards and advise OMG in writing of all permits which the City determines are necessary for OMG to obtain. The City further agrees to expeditiously process all paperwork necessary for the issuance of such permits, which will not be unreasonably denied.

4. OMG further agrees to provide the City at no charge, 1/2 of the South Face to be used for a period of 2 years. OMG further agrees to provide the City two free paints per year on the South Face. After the 2 years are up OMG will provide the City at no charge a street advertisement structure to be used for civic functions and OMG will provide (2) banners per year at no charge to the City for a period of 10 years.

5. OMG further agrees that it will not display any advertisement for the sale of alcohol or tobacco related products on the billboards which are the subject of this Agreement.

6. The making, execution and delivery of this Agreement by the parties hereto has not been induced by any prior or contemporaneous representation, statement, warranty or agreement as to any matter other than those herein expressed. This Agreement embodies the entire understanding and agreement of the parties and there is no further or other agreement or understanding, written or oral, in effect between the parties relating to the subject matter hereof. All prior negotiations or agreements, if any, between the parties hereto, relating to the subject matter hereof are superseded by this Agreement. This Agreement may be amended or modified only by a written agreement

signed by the parties hereto.

7. This Agreement shall inure to the benefit of and be binding upon the parties and their respective agents, successors, personal representatives and assigns. This agreement is prepared by the joint efforts of the parties hereto, and shall not be construed strictly in favor of or against either party, but shall be construed fairly in accordance with the laws of the State of California and for the purpose of giving effect to each provision herein.

8. The parties agree to execute such additional documents and perform such further acts as may be reasonably necessary to effectuate the terms, provisions and intent of this Agreement.

9. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed and original, but all of which taken together shall constitute one in the same agreement.

10. The parties hereto acknowledge that they have been represented in the above-recited matters, and with regard to the preparation and execution of this Agreement by attorneys. This Agreement has been fully explained to each party by its respective counsel. Each party hereto enters into the within Agreement with full knowledge and information as to the recitals herein contained, and with full and informed knowledge, consent and understanding of the terms and conditions of this Agreement.

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

OUTDOOR MEDIA GROUP, INC.

By: Jon Gunderson
Jon Gunderson, President

CITY OF MURRIETA

By: Ray S. Smith
Mayor

ATTEST:

City Clerk



EXHIBIT 2

ORDINANCE NO. 164-96

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP OF SAID CITY IN ZONE CHANGE CASE NO. 96-041, LOCATED ON THE WEST SIDE OF JACKSON AVENUE, APPROXIMATELY 1,180 FEET NORTH OF ELM STREET, CHANGING THE ZONE FROM RURAL RESIDENTIAL (R-R) TO BUSINESS PARK (B-P) AS ILLUSTRATED ON THE ATTACHED CITY OF MURRIETA ZONE CHANGE MAP (EXHIBIT 1); FILED BY OUTDOOR MEDIA GROUP

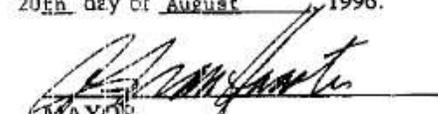
The City Council of the City of Murrieta does ordain as follows:

Section 1.: The City of Murrieta Official Zoning, is amended by placing in effect the zone as shown on the attached map entitled Exhibit 1 (included herein by reference), Change of Official Zoning, City of Murrieta, referenced as Zone Change Case No. 96-041.

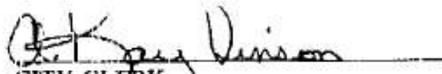
Section 2.: The zoning shall become Business Park (B-P) for the land use development in the area contained on Exhibit 1 and development decisions shall be based on the I-P (Industrial Park) standards and criteria contained in Ordinance No. 348, Article X of the County of Riverside, as incorporated and adopted by Ordinance of the City of Murrieta, and as amended thereafter from time to time by the City Council of the City of Murrieta, unless those standards are in conflict with the General Plan in which case the General Plan shall prevail.

Section 3.: The City Clerk shall certify to the adoption of this ordinance and shall publish a summary of this ordinance and post a certified copy of the full ordinance in the office of the City Clerk at least five days prior to the adoption of the proposed ordinance; and within fifteen days after adoption of the ordinance, the City Clerk shall publish a summary of the ordinance with the names of the Council members voting for and against the ordinance. This ordinance shall take effect thirty days after the date of its adoption.

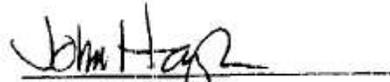
ADOPTED by the City Council and signed by the Mayor and attested by the City Clerk this 20th day of August, 1996.


MAYOR
City of Murrieta

ATTEST:


CITY CLERK
City of Murrieta

APPROVED AS TO FORM:


CITY ATTORNEY

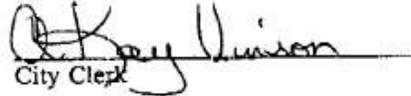
City Council Meeting
Zone Change No. 96-041
August 20, 1996
Page 2

I, A. Kay Vinson, City Clerk of the City of Murrieta, California, hereby certify that the foregoing ordinance was duly and regularly introduced at a meeting of the City Council on the 6th day of August, 1996, and that thereafter the said ordinance was duly adopted at a regular meeting of the City Council on the 20th day of August, 1996, by the following vote, to-wit:

AYES: G. Smith, Walsh, Washington, and van Haaster
NOES: None
ABSENT: Enochs
ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the City of Murrieta, California this 20th day of August, 1996.

(Seal)


City Clerk

CITY OF MURRIETA



STAFF REPORT PLANNING DEPARTMENT

CASE: Zone Change No. 96-041

REQUEST: To change the zoning on a 3.77 gross acre site from R-R (Rural-Residential) to B-P (Business Park).

APPLICANT: Outdoor Media Group

MEETING DATE: July 10, 1996

LOCATION: On the west side of Jackson Avenue, approximately 1,180 feet north of Elm Street.

CASE PLANNER: Patti Nahill

RECOMMENDATION: That the Planning Commission recommend to the City Council adoption of the Negative Declaration, adoption of De Minimis Impact Findings, and approval of Zone Change No. 96-041 based on the findings contained in the staff report.

STAFF RECOMMENDATIONS:

That the Planning Commission recommend to the City Council:

1. **ADOPTION** of the Negative Declaration for Zone Change No. 96-041 based on the findings that the project will not have an adverse impact on the environment; and,
2. **ADOPTION** of De Minimis Impact Findings that considering the record as a whole, there is no evidence that the proposed project will have the potential for adverse effect on wildlife resources or the habitat upon which the wildlife depends; and,
3. **APPROVAL** of Zone Change No. 96-041, based on the findings contained in the staff report; and,
4. **INTRODUCTION** of an ordinance to amend the official zoning map.

BACKGROUND INFORMATION:

| A. | General Plan Land Use Designation | Existing Zoning | Existing Land Use |
|--------|--------------------------------------|--------------------|--|
| Site: | Business Park | R-R | Single family residence with accessory structures, storage, a billboard and a communication facility |
| North: | Business Park | R-R & C-P-S | Vacant land and a highway storage facility |
| South: | Business Park | R-R | Single family residence and billboards |
| East: | Business Park | I-P | Vacant land and a sand/gravel operation |
| West: | Business Park & I-15 | R-R | Vacant land and Interstate 15 |

- B. **SITE CHARACTERISTICS:** The site is located on the west side of Jackson Ave., approximately 1,180 feet north of Elm Street. The topography of the site is varied between rolling hills and dales. At the top of a northerly knoll, a single family residence exists in addition to an older wooden outdoor advertising display structure. Miscellaneous storage, structures from a non-functioning agricultural operation and a newly constructed communication facility are located in the area south of the existing residence.
- C. **STREET CIRCULATION PLAN:** Jackson Avenue's existing right-of-way is 60 feet with future right-of-way expansion proposed to 100 feet.
- D. **ENVIRONMENTAL DETERMINATION:** An Initial Study has been prepared pursuant to Section 15063 of the California Environmental Quality Act (CEQA) and a Negative Declaration has been proposed for adoption on this project.
- E. **PREVIOUS APPROVALS/SPECIAL CIRCUMSTANCES:** Outdoor Advertising Display Permit No. 37 was approved by the Riverside County on 3/16/67. Plot Plan 95-

034 to permit AirTouch Cellular to erect a 106 foot monopole and 12 foot by 30 foot equipment shed on the site was approved by the Planning Commission on 11/29/95.

PROJECT DESCRIPTION:

The project proponent, Outdoor Media Group, is requesting to change the zoning designation from R-R (Rural-Residential) to B-P (Business Park) of three individual parcels consisting of 3.77 gross acres. No development plans have been submitted as part of this proposal, however, public facilities expansion may be necessary with a specific development application.

ANALYSIS:

- 1. **General Plan Consistency:** The requested change is consistent with the General Plan land use district designation of Business Park. The General Plan envisions the area on the east side of Interstate 15, north of Elm Street transitioning over time into an area which will allow light manufacturing, fabrication, material processing, and assembly, providing that the uses are conducted in a controlled setting where all operations will be performed inside structures. Specifically, the General Plan identifies the following policies for development within the Business Park land use designation:

- Policy LU-1.4a All manufacturing activities in the Business Park designation will be conducted within enclosed buildings with a limited amount of outdoor storage allowed only on a case by case basis under special review. Outdoor storage will be screened from public view with walls, berms, and landscaping.
- Policy LU-1.4b Research and development activities are encouraged in the Business Park designation, as well as regional home offices of manufacturing businesses. Ancillary retail uses may be permitted.
- Policy LU-1.4f All Business Park activities will be buffered from residential uses. Setbacks, landscaping, berms, screening walls and other techniques will be used to transition from industrial to residential uses. Where a Business Park lot fronts on two streets (a through lot), and one street frontage adjoins residential while the other frontage adjoins industrial, access shall be prohibited onto the residential fronting street.
- Policy LU-1.4g All industrial development shall be consistent with the intensity limits established in the General Plan. Any adopted design guidelines, impact fees, or other City regulation for an industrial site must be complied with.

- 2. **Zoning Consistency:** The City Council adopted Resolution 96-430 to address zone changes which precede adoption of the City's Development Code. The determination was made that until such time that the City adopts a Development Code that is in conformance with the General Plan, development decisions shall be based upon the

General Plan land use designations and policies, and not the existing Riverside County recognized zoning classifications. A matrix was established to identify which County classifications would relate to Murrieta's land use designations. For this particular application, the two designations would be B-P (Business Park) under the City of Murrieta and I-P (Industrial Park) as the County's identifier. The resolution went further to state that development decisions shall be based on the standards contained within Ordinance No. 348 unless those standards are in conflict with General Plan provisions. Therefore in this instance, any development application for the proposed site would be reviewed against Article X of Ordinance No. 348 which enumerates the regulations that apply to the Industrial Park zone classification.

3. **Site Development:** The proposal to change the zoning from residential to industrial will not cause any existing legal structures on-site to be displaced, however their status will be affected. Any zone change action for approval will result in a status change to *nonconforming*. Ordinance No. 348, Section 18.8 permits any *nonconforming* structure or use to be continued and maintained, provided there are no structural alterations. Further, if any part of a structure or land occupied by a *nonconforming* use is discontinued for one year or more, the land shall thereafter be used in conformance with the provisions of the industrial classification and the residential *nonconforming* right shall be forfeited.

4. **Comments Received:** The City of Temecula responded to a request for comments in a letter dated May 28, 1996. In their correspondence, they questioned whether the application was a speculative zone change or if there was an accompanying development plan. They went on to note that the applicant's name is Outdoor Media Group which suggests that the intended use will be for some form of outdoor advertising. If this is the case, the City of Temecula states they would be in opposition to the change of zone since the location is at the gateway to the City of Temecula. They also noted that the proposed change of zone is in an area that is not served by adequate circulation and other basic services regarded as necessary for business development. They closed their letter, "In summary there seems to be no compelling need for the proposed action."

The application in question is for a change in the zone classification. There were no accompanying development plans submitted as part of this application request. Any future development request will be conditioned to provide adequate provisions for circulation, utilities and other public services. The applicant is Outdoor Media Group on behalf of Dorthea Tiss and Pauline Brown, co-owners of the subject parcels. Any application for a new outdoor advertising display will be subject to the Conditional Use Permit process and shall required to be in conformance with Section 19.3 of Ordinance No. 348 which regulates outdoor advertising displays. One particular subsection of note is that the location of outdoor advertising displays shall be permitted *only on properties*

Planning Commission
Zone Change No. 96-041
July 10, 1996
Page 5

abutting the freeway. None of the three subject parcels abut the freeway. The only permissible deviation from this standard can be evaluated under the context of a relocation agreement of an existing legally permitted structure.

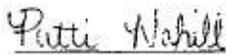
- 5. **Environmental Determination:** An Initial Study has been prepared by staff and has found that no significant environmental impacts will occur as a result of the proposed consistency zoning request, therefore, a Negative Declaration is proposed for adoption. The Notice of Intent to File a Negative Declaration was advertised and available for public review from June 3 to June 24, 1996. To date, no comments have been received regarding the initial study assessment.

CONCLUSIONS:

The proposed zone change is consistent with the General Plan and any future development will be required to be consistent with the development policies stated within the General Plan and Article X of Ordinance No. 348. The General Plan EIR and the initial study did not identify any environmental impacts that could not be sufficiently mitigated at the time of site development. Therefore, staff is recommending that the Planning Commission recommend to the City Council approval of Zone Change No. 96-041 based on the findings attached herein.

Prepared By:

Approved By:


Patti Nahill, AICP
Associate Planner


Brad L. Kilger, AICP
Economic and Community Development Director

ATTACHMENTS:

- 1. Findings for Zone Change No. 96-041
- 2. De Minimis Impact Findings
- 3. Draft City Council Ordinance
- 4. Existing Land Use\General Plan Land Use\Zoning Map
- 5. Initial Study
- 6. Negative Declaration

**FINDINGS FOR APPROVAL OF
ZONE CHANGE NO. 96-041
JULY 10, 1996**

Based upon the hearing evidence, all written and oral testimony, and documents and exhibits which are contained in the staff report for the above referenced case, the Planning Commission finds as follows:

1. The proposed project is consistent with the General Plan.

FACTS: The applicant's request to change the designation from R-R (Rural Residential) to B-P (Business Park) is consistent with the designation of Business Park identified through the General Plan review process as an appropriate use adjacent to the freeway and based on the existing transitioning development pattern.

2. The proposed project is consistent with the Zoning Ordinance 348 and all other applicable requirements of local ordinances and state law.

FACTS: The zone change application does not propose any physical site changes. All future projects shall meet all applicable development standards including, but not limited to, setbacks, access, circulation, parking, lighting, and landscaping of the I-P (Industrial Park) Zoning District and the applicable development policies of the General Plan.

3. The proposed zone change is compatible with and complimentary to the permitted uses in the same neighborhood.

FACTS: The area is in a stage of transition between lower density residential uses with a variety of ancillary uses to a more traditional manufacturing and material processing land use pattern. The General Plan proposes future upgrades to Jackson Avenue which will facilitate development of higher intensive uses within this area. The zone change will compliment the existing pattern that has been occurred on the subject parcels.

4. The proposed project will not adversely affect the public health, safety, and welfare, nor be materially detrimental to the use, enjoyment, or valuation of persons or other property in the surrounding area because it is required to comply with applicable health and zoning codes.

FACTS: The requested zone change to industrial will not in and of itself create any adverse impacts to affect the public health, safety and welfare of the surrounding property owners. All future development plans will be required to comply with all applicable health, building and zoning codes.

Attachment 1

ADDENDUM

OUTDOOR MEDIA GROUP will pay all fees associated with zone change on the subject property including city filing fees, and the hiring of Markham and Associates to do the necessary engineering work

Land rent will start September 1, 1996. The sign structure on the property will become the property of OUTDOOR MEDIA GROUP.

Jim Lunde
Brother Liss

EXHIBIT "B"
Removed Billboards

| Sign No. | Board Lease No. | Display Nos. | Location |
|-----------------|------------------------|---------------------|---|
| 1 | 5052 | 70521 /70522 | I-15 EL .2mi N/O 215 Overpass APN: 910-390-021 |
| 2 | 5054 | 70541/70542 | I-15 EL .3mi N/O 215 Overpass APN 910-390-021 |
| 3 | 3361 | 33613/33614 | I-15 WL 1.35mi N/O Winchester APN: 910-210-050. |

EXHIBIT "C"
215/Keller Billboard

| No. | Location |
|------------|---|
| 1. | Corner of Keller Rd and Antelope Rd. APN: 384-220-001 |

EXHIBIT "D"
Reconstructed Billboards

| Sign No. | Board Lease No. | Display Nos. | Location |
|-----------------|------------------------|---------------------|---|
| 1 | 3331 | 33311/33312 | I-15 WL 1.2 Mi N/O Winchester APN: 910-210-055 |
| 2 | 3333 | 33331/33332 | I-15 & 215 EL S/O Overpass APN: 910-020-077 |
| 3 | 5058 | 70581/70582 | I-15 E/L 1.5 mi N/O Winchester APN: 910-060-009 |

EXHIBIT "E" Conceptual Billboard Designs



Pole Cover Details:

5' square primary column. Textured finish painted off-white.

Vertical accent beams to have textured med. Gray finish.

Copy to be illuminated pan channel letters with white acrylic faces and 5" deep black returns.

Illuminated with white LED's.

Base section to have textured finish with light gray paint.

Darker accent lines as shown.

A



ADDRESS _____
 DATE 6-6-22 _____
 DRAWING NUMBER _____

EXHIBIT B-1

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CITY OF MURRIETA AND DESCRIBED AS FOLLOWS:

PARCEL A OF THAT CERTAIN CERTIFICATE OF PARCEL MERGER NO. 3184 RECORDED NOVEMBER 07, 2006 AS INSTRUMENT NO. 2006-0823469 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING PARCELS 13 AND 14 AS SHOWN ON PARCEL MAP 21997 RECORDED IN PARCEL MAP BOOK 184 PAGES 28 AND 29 IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER RIVERSIDE, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID PARCEL 13;

THENCE, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 13 AND 14, NORTH 48° 21' 18" EAST, 377.33 FEET TO THE NORTH CORNER OF SAID PARCEL 14;

THENCE, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 14, SOUTH 28° 41' 07" EAST, 311.13 FEET TO THE EAST CORNER OF SAID PARCEL 14;

THENCE, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 14, SOUTH 48° 37' 40" WEST, 152.60 FEET TO A POINT ON A NON-TANGENT CURVE ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CUL-DE-SAC OF GOLDEN GATE CIRCLE AS SHOWN ON SAID MAP, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 61.00 FEET, THE PREVIOUS COURSE BEING RADIAL TO SAID CURVE;

THENCE, CONTINUING ALONG THE SOUTHEAST LINE OF SAID PARCEL 14 AND THE SOUTHEAST LINE OF SAID PARCEL 13, SOUTHWESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 107° 12' 31", 114.14 FEET;

THENCE CONTINUING ALONG SAID LINE, SOUTH 31° 25' 09" WEST, 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 12' 31", 30.04 FEET TO THE SOUTH CORNER OF SAID PARCEL 13;

THENCE, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 13, RADIAL TO SAID CURVE, NORTH 41° 22' 20" WEST, 262.74 FEET TO THE POINT OF BEGINNING.

EXHIBIT B-2

DEPICTION OF SITE 1



Pole Cover Details:

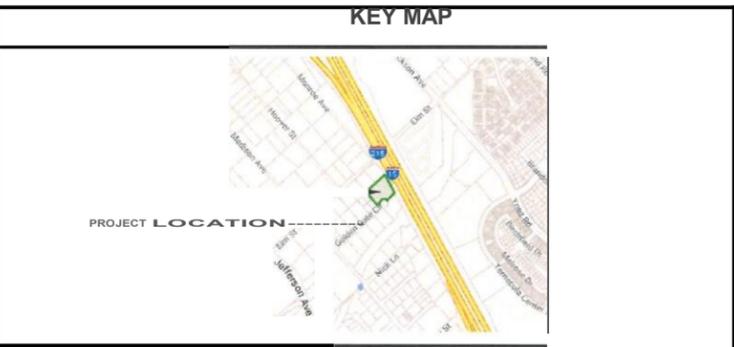
6' Square Primary Column.
Textured finish painted light-gray.

Vertical accent beams to have textured medium gray finish.
Copy to be illuminated pan channel letters with white acrylic faces and 5" deep black returns.
Illuminated with white LEDs.

Base section to have textured finish with light gray paint. Darker accent lines as shown.

| PROJECT INFORMATION | ZONING INFORMATION |
|--|--|
| PROJECT: NEW 14'x48' DIGITAL BILLBOARD | ZONING: INNOVATION |
| PROPERTY ADDRESS: 41085 GOLDEN GATE CIRLCE, MURRIETA, CA 92562 | LOT AREA: 96,267.6 SQ.FT. (2.21 ACRES) |
| APN: 910-210-055 | PARKING: REMOVE ONE |
| SCOPE OF WORK: DEMOLISH EXISTING SIGN, CONSTRUCT NEW DIGITAL SIGN (WITHIN THE TWO EASEMENTS (E12 & E23) AS WELL AS THE 15' AIRSPAC EASEMENT ON THE ADJACENT PROPERTY (IF NECESSARY). | |

**Addressing Application:
ADD-2023-00018
Location 1 of 4
Golden Gate Circle Location**



PROJECT ENGINEER
C. J. YOF MURRIETA
41085 GOLDEN GATE CIR.
MURRIETA, CA 92562

DUKE ENGINEERING
44732 YUCCA AVENUE
LANCASTER, CA
93552-7918

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, CITY OF MURRIETA AND DESCRIBED AS FOLLOWS:

PARCEL A OF THAT CERTAIN CERTIFICATE OF PARCEL MERGER NO. 3184 RECORDED NOVEMBER 07, 2006 AS INSTRUMENT NO. 2006-0823469 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING PARCELS 13 AND 14 AS SHOWN ON PARCEL MAP 21997 RECORDED IN PARCEL MAP BOOK 184 PAGES 28 AND 29 IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER RIVERSIDE, CALIFORNIA. DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID PARCEL 13;
THENCE, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 13 AND 14, NORTH 48° 21' 18" EAST, 377.33 FEET TO THE NORTH CORNER OF SAID PARCEL 14;
THENCE, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 14, SOUTH 28. 41' 07" EAST, 311.13 FEET TO THE EAST CORNER OF SAID PARCEL 14;
THENCE, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 14, SOUTH 48° 37' 40" WEST, 152.60 FEET TO A POINT ON A NON-TANGENT CURVE ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CUL-DE-SAC OF GOLDEN GATE CIRCLE AS SHOWN ON SAID MAP, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 61.00 FEET, THE PREVIOUS COURSE BEING RADIAL TO SAID CURVE;
THENCE, CONTINUING ALONG THE SOUTHEAST LINE OF SAID PARCEL 14 AND THE SOUTHEAST LINE OF SAID PARCEL 13, SOUTHWESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 107° 12' 31", 114.14 FEET;
THENCE CONTINUING ALONG SAID LINE, SOUTH 31° 25' 09" WEST, 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET;
THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 12' 31", 30.04 FEET TO THE SOUTH CORNER OF SAID PARCEL 13;
THENCE, ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 13, RADIAL TO SAID CURVE, NORTH 41° 22' 20" WEST, 262.74 FEET TO THE POINT OF BEGINNING.

EASEMENTS (ITEMS OF EXCEPTIONS IN TITLE REPORT)

8 ITEM 10: THE CENTERLINE OF UNDISCLOSED W10TH EASEMENT AND RIGHTS INCIDENTAL THERETO FOR POLE LINES, CONDUITS OR UNDERGROUND FACILITIES TO CALIFORNIA ELECTRIC POWER COMPANY, AS SET FORTH IN A DOCUMENT RECORDED AUGUST 14, 1957, IN BOOK 2133 PAGE 407, OF OFFICIAL RECORDS.

W ITEM 11: A 30' EASEMENT FOR INGRESS AND EGRESS TO RONALD FREDERICK OWEN AND MAY ELIZABETH OWEN, HUSBAND AND WIFE AS JOINT TENANTS, AS SET FORTH IN A DOCUMENT RECORDED MARCH 13, 1990, AS INSTRUMENT NO. 48634, OF OFFICIAL RECORDS.
AFFECTS THE SOUTHERLY 30' OF SAID LAND.

@ ITEM 12: EASEMENT AND RIGHTS INCIDENTAL THERETO FOR CONSTRUCTION, REPLACEMENT AND REMOVAL OF A BILLBOARD ADVERTISING SIGN, INCLUDING SUCH ADDITIONAL SIGNS AS SAID GRANTEE MAY IN FUTURE REQUIRE TO RANCHO CORPORATION, A CALIFORNIA CORPORATION, AS SET FORTH IN A DOCUMENT RECORDED JUNE 2, 1986, AS INSTRUMENT NO. 127161, OF OFFICIAL RECORDS.
SAID DOCUMENT WAS MODIFIED BY AN INSTRUMENT RECORDED ON DECEMBER 31, 1986, AS INSTRUMENT NO. 337229, OF OFFICIAL RECORDS.
A DOCUMENT RECORDED SEPTEMBER 22, 2005 AS INSTRUMENT NO. 2005-0785189 OF OFFICIAL RECORDS PROVIDES THAT THE INTEREST OF THE EASEMENT HOLDER WAS TRANSFERRED TO TLC PROPERTIES, INC. A LOUISIANA CORPORATION.

@ ITEM 20: AN EASEMENT FOR STORM DRAIN PURPOSES DEDICATED TO THE CITY OF MURRIETA PER PARCEL MAP NO. 21997 FILED IN BOOK 184, PAGE 28 AND 29, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER.
AFFECTS: THE EASTERLY 10' OF SAID LAND.

W ITEM 21: EASEMENT AND RIGHTS INCIDENTAL THERETO FOR COLLECTION AND TRANSMISSION OF SEWAGE TO EASTERN MUNICIPAL WATER DISTRICT, AS SET FORTH IN A DOCUMENT RECORDED MAY 14, 1996, AS INSTRUMENT NO. 177006, OF OFFICIAL RECORDS, REF. RB-4032.

ITEM 23: THE TERMS PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN DOCUMENT, ENTITLED "INDIVIDUAL GRANT DEED", RECORDED JULY 18, 2003, AS INSTRUMENT NO. 2003-538660, OF OFFICIAL RECORDS.

ITEM 26: EASEMENT AND RIGHTS INCIDENTAL THERETO FOR RIGHT-OF-WAY FOR PIPELINE OR PIPELINES TO RANCHO CALIFORNIA WATER DISTRICT, A PUBLIC CORPORATION, AS SET FORTH IN A DOCUMENT RECORDED NOVEMBER 14, 2005, AS INSTRUMENT NO. 2005-0941366, OF OFFICIAL RECORDS.

ITEM 27: EASEMENT AND RIGHTS INCIDENTAL THERETO FOR SEWER EASEMENT TO EASTERN MUNICIPAL WATER DISTRICT, A MUNICIPAL WATER DISTRICT, AS SET FORTH IN A DOCUMENT RECORDED MAY 25, 2007, AS INSTRUMENT NO. 2007-0347656, OF OFFICIAL RECORDS.

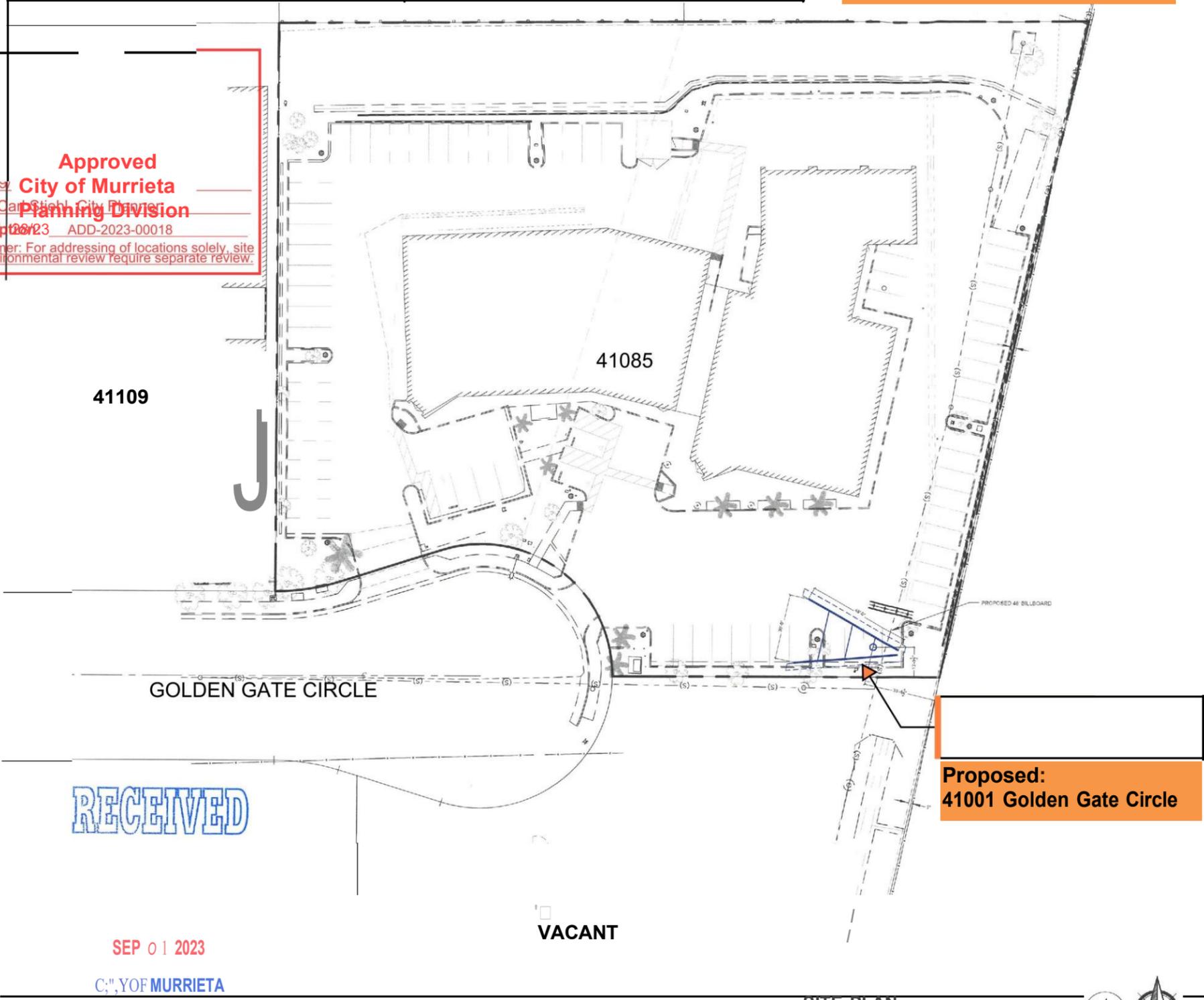
E28 ITEM 28: AIRSPACE EASEMENT FOR OUTDOOR ADVERTISING STRUCTURE TO TLC PROPERTIES, LLC, AS SET FORTH IN DOCUMENT RECORDED DECEMBER 13, 2022, AS INSTRUMENT NO. 2022-0501290, OF OFFICIAL RECORDS.

C. J. YOF MURRIETA
PROJECT ENGINEER



SHEET TITLE
SITE PLAN

Approved
City of Murrieta
Planning Division
Date: 09/23 ADD-2023-00018
Disclaimer: For addressing of locations solely, site and environmental review require separate review.



**Proposed:
41001 Golden Gate Circle**

RECEIVED

SEP 01 2023

C. J. YOF MURRIETA
DEVELOPMENT SERVICES DEPT
PLANNING DIVISION
A-10D-001-00018

SITE PLAN
SCALE: 1"=300'
1
A1.00

A1.00
Project No. 23035

EXHIBIT C-1

LEGAL DESCRIPTION OF PROPERTY

BEING A PORTION OF LAND LOT 125 AS SHOWN ON TEMECULA LAND AND WATER COMPANY, RECORDED IN BOOK 8, PAGE 359 OF MAPS, IN THE OFFICE OF THE RECORDED OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, LYING WITHIN SECTION 22, TOWNSHIP 7 SOUTH, RANGE 3 WEST, S.B.B.M., IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF FIG STREET, 30.00 FEET IN HALF WIDTH, WITH THE SOUTHWESTERNLY RIGHT OF WAY LINE OF JACKSON AVENUE, 60.00 FEET IN WIDTH, BOTH AS SHOWN ON SAID MAP;

THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF JACKSON AVENUE, NORTH 40°40'12" WEST, A DISTANCE OF 141.31 FEET;

THENCE SOUTHWESTERLY AT RIGHT ANGLE TO SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 48°19'48" WEST, A DISTANCE OF 79.78 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTHEASTERLY, SOUTH 43°03'50" EAST, A DISTANCE OF 33.08;

THENCE SOUTHWESTERLY, SOUTH 59°14'40" WEST, A DISTANCE OF 50.10 FEET;

THENCE NORTHWESTERLY, NORTH 43°19'13" WEST, A DISTANCE OF 11.82 FEET;

THENCE NORTHEASTERLY, NORTH 34°44'55" EAST, A DISTANCE OF 50.13 FEET TO THE TRUE POINT OF BEGINNING.

THE DESCRIBED PARCEL OF LAND CONTAINS 1,099 SQ. FT. MORE OF LESS.

EXHIBIT C-2
DEPICTION OF SITE 2

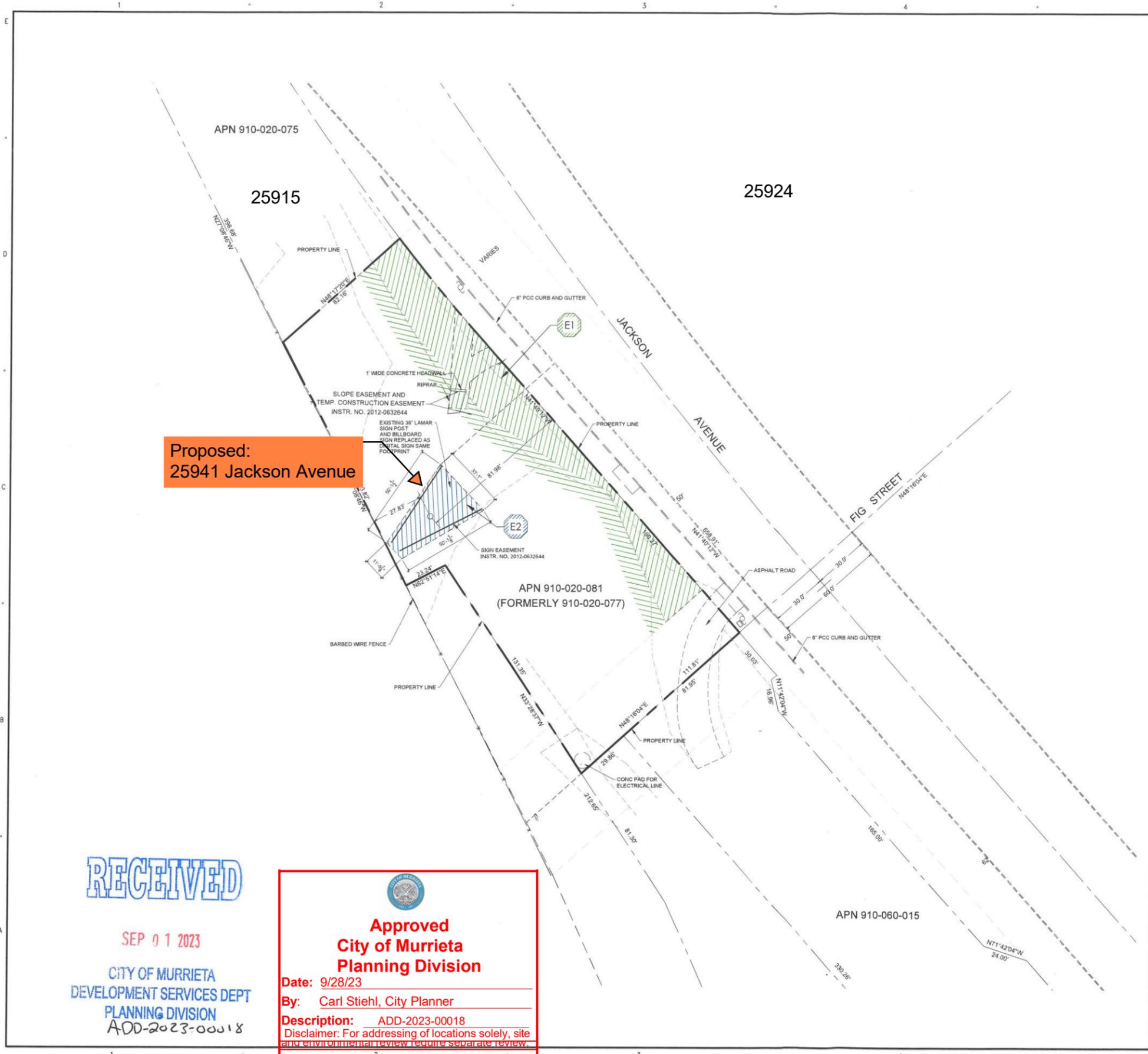


Pole Cover Details:

6' Square Primary Column.
Textured finish painted light-gray.

Vertical accent beams to have textured medium gray finish.
Copy to be illuminated pan channel letters with white acrylic faces and 5" deep black returns.
Illuminated with white LEDs.

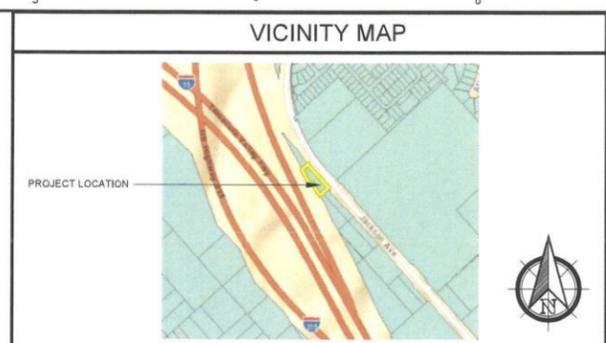
Base section to have textured finish with light gray paint. Darker accent lines as shown.



Proposed:
25941 Jackson Avenue

RECEIVED
SEP 01 2023
CITY OF MURRIETA
DEVELOPMENT SERVICES DEPT
PLANNING DIVISION
ADD-2023-00018

Approved
City of Murrieta
Planning Division
Date: 9/28/23
By: Carl Stiehl, City Planner
Description: ADD-2023-00018
Disclaimer: For addressing of locations solely, site and environmental review require separate review.



BASIS OF BEARINGS
THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF "N 41° 42' 04" W OF THE CENTERLINE OF JACKSON AVENUE AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 138, PAGES 29 AND 30, RECORDS OF RIVERSIDE COUNTY.

PROJECT INFORMATION
PROJECT: NEW DIGITAL BILLBOARD
BUILDING LOCATION: JACKSON AVENUE AND FIG STREET, MURRIETA, CA
APN: 910-020-081 (FORMERLY 910-020-077)
SCOPE OF WORK: CONSTRUCTION OF A 14'x48' DIGITAL BILLBOARD
BILLBOARD HEIGHT: TBD

ZONING INFORMATION
ZONING: COMMUNITY COMMERCIAL
LOT AREA: 14,374.8 SQ.FT. (.33 ACRES)

EASEMENTS

- E1** ITEM 1: SLOPE EASEMENT AND TEMP. CONSTRUCTION EASEMENT
- E2** ITEM 2: SIGN EASEMENT

Addressing Application:
ADD-2023-00018
Location 4 of 4
Jackson Avenue and Fig Street
Northern Location

SITE PLAN
SCALE 1" = 300'

PROJECT OWNER
LAMAR ADVERTISING
CO: NAT PRESTON
41085 GOLDEN GATE CIR.
MURRIETA, CA 92562

ENGINEER OF RECORD
DUKE ENGINEERING
44732 YUCCA AVENUE
LANCASTER, CA
661-952-7918

| Revisions No. | Revisions | By | Date |
|---------------|-----------|----|------|
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PROJECT
LAMAR DIGITAL BILLBOARD
JACKSON AVENUE AND FIG STREET
APN: 910-020-081
(FORMERLY APN: 910-020-077)



SHEET TITLE
SITE PLAN

SHEET
A1.00
Project No. 23036

EXHIBIT D-1

LEGAL DESCRIPTION OF PROPERTY

THAT PORTION OF LOT 124 OF THE MURRIETA PORTION OF THE TEMECULA RANCHO AS PER MAP OF THE LANDS OF THE TEMECULA LAND AND WATER COMPANY RECORDED IN BOOK 8, PAGE 359, OF MAPS, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING ON THE CENTER LINE OF JACKSON AVENUE 660 FEET SOUTHEASTERLY OF THE CENTER LINE OF FIG STREET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTERLINE OF FIG STREET, 660 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE CENTER LINE OF JACKSON AVENUE, 650 FEET, TO THE SOUTHEASTERLY LINE OF SAID LOT; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT, TO THE CENTER LINE OF JACKSON AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF JACKSON AVENUE, 660 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHEASTERLY 264 FEET OF LOT 124

ALSO EXCEPTING THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED SEPTEMBER 22, 1950, IN BOOK 1206 PAGE 107, OFFICIAL RECORDS.

FURTHER EXCEPTING THAT PORTION INCLUDED WITHIN THE LINES OF THE DESCRIBED LAND IN THE GRANT DEED TO THE CITY OF TEMECULA, A MUNICIPAL CORPORATION, RECORDED MARCH 23, 2022, AS INSTRUMENT NO. 2022-0141306 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2A:

AN EASEMENT FOR ROAD PURPOSES LYING ALONG THE SOUTHEASTERLY 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE CENTER LINE OF JACKSON AVENUE 330 FEET SOUTHEASTERLY FROM THE CENTER LINE OF FIG STREET; THENCE AT RIGHT ANGLES SOUTHWESTERLY TO A POINT 132 FEET FROM THE CENTER LINE JACKSON AVENUE, THIS BEING THE POINT OF BEGINNING; FROM THIS POINT OF BEGINNING SOUTHWESTERLY PARALLEL TO FIG STREET FOR 132 FEET; THENCE AT RIGHT ANGLES SOUTHEASTERLY FOR 330 FEET; THENCE AT RIGHT ANGLES NORTHEASTERLY FOR 132 FEET; THENCE AT RIGHT ANGLES NORTHWESTERLY FOR 330 FEET TO THE POINT OF BEGINNING.

PARCEL 2B:

AN EASEMENT FOR ROAD PURPOSES LYING ALONG THE SOUTHEASTERLY 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE CENTER LINE OF JACKSON AVENUE 330 FEET

SOUTHEASTERLY FROM THE CENTER LINE OF FIG STREET; THIS BEING THE POINT OF BEGINNING; FROM THIS POINT OF BEGINNING SOUTHWESTERLY PARALLEL TO FIG STREET FOR 132 FEET; THENCE AT RIGHT ANGLES SOUTHEASTERLY FOR 330 FEET; THENCE AT RIGHT ANGLES NORTHEASTERLY FOR 132 FEET TO THE CENTER LINE OF JACKSON AVENUE; THENCE AT RIGHT ANGLES NORTHWESTERLY FOR 330 FEET ALONG, THE CENTER LINE OF JACKSON AVENUE TO THE POINT OF BEGINNING.

EXHIBIT D-2
DEPICTION OF SITE 3



Pole Cover Details:

6' Square Primary Column.
Textured finish painted light-gray.

Vertical accent beams to have textured medium gray finish.
Copy to be illuminated pan channel letters with white acrylic faces and 5" deep black returns.
Illuminated with white LEDs.

Base section to have textured finish with light gray paint. Darker accent lines as shown.

NOTICE OF EXEMPTION

City of Murrieta Planning Division (Development Services Department)

TO: County Clerk and Recorder's Office
County of Riverside
2724 Gateway Drive
Riverside, CA 92507

FROM: City of Murrieta
Planning Division (DSD)
1 Town Square
Murrieta, CA 92562

Project Title: Development Agreement for Digital Billboards per Relocation Agreement

Project Applicant: LAMAR Central Outdoor, LLC

Description of Project: On December 20, 2022, the City and developer Lamar Central Outdoor, LLC entered into a Relocation Agreement in accordance with California Business and Professions Code Sections 5200 *et seq.* and Title 16 of the Murrieta Municipal Code to memorialize the terms and conditions upon which Developer will have the right to relocate and reconstruct certain legally existing billboards within the City. Pursuant to the terms of the Relocation Agreement, upon the permanent removal of the Removed Billboards (as defined in the Relocation Agreement), the Developer shall be entitled to reconstruct three (3) existing Billboards upon private property, subject to the approval of a ministerial sign permit and a Development Agreement. The locations of the 3 billboard signs and corresponding heights are located at 41001 Golden Gate Circle (57' tall), 25941 Jackson Avenue (85' tall), and 26171 Jackson Avenue (57' tall).

Project Site Size: The three project sites each have approximately 1,000 square feet of area for the footprint of the pole and trenching, placed upon larger parcels.

Project Location: The three Project sites are located at 1) I-15 WL 1.2 MI N/O Winchester APN: 910-210-055, 2) I-15 & 215 EL S/O Overpass S APN: 910-020-077, and 3) I-15 E/L 1.5 MI N/O Winchester APN: 910-060-009, Murrieta, California.

Public Agency Approval: The City of Murrieta City Council (1st Reading on 07/01/25, and 2nd Reading on 07/15/25) determined that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) guidelines Section 15302 – Replacement or Reconstruction, and Section 15303 New Construction or Conversion of Small Structures and approved the project.

Exempt Status: (*check one*)

- Ministerial (Section 21080 (b)(1); Section 15268).
- Declared Emergency (Section 21080 (b) (3); Section 15269(a)).
- Emergency Project (Section 21080 (b) (4); Section 15269(b)(c)).
- Statutory Exemption (Section Number: _____).
- Categorical Exemption: Class 2 and 3 (Section Numbers 15302 and 15303)
- The activity is not subject to CEQA (Section 15061(b)(3))

Statement of Reasons Supporting the Finding that the Project is Exempt: The project is exempt under Section 15302 (Class 2) – Replacement or Reconstruction, and Section 15303 (Class 3) New Construction or Conversion of Small Structures as the Project is located on the same sites as the structures to be replaced, will have substantially the same purpose and capacity as the structures to be replaced and is based upon a reduction of overall sign facilities that are comparable to the referenced examples of 10,000 square feet of building area. The sites have been reviewed for consistency with biological and lighting requirements, with no significant impacts identified. The site has necessary public services available, and each of the three sites is not found to be an environmentally sensitive area. The Project has conditions of approval that will require the replacement and/or conversion of the three signs to conform to stormwater regulations, cultural/paleo/biological regulations, and inspections will ensure that the Project complies with CEQA.

Contact Person: Jarrett Ramaiya, Deputy Director
Signature: _____

Phone Number: (951) 461-6069
Date: _____

Received for Filing: (To be completed by the County)

DATE

SIGNATURE/TITLE



CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 12.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Crawford, Municipal Services Director

PREPARED BY: Brian Crawford, Municipal Services Director

SUBJECT: Increase Construction Contingency for Glen Arbor Dog Park Project

RECOMMENDATION

Amend the Fiscal Year 2025/26 Capital Improvement Plan to provide an additional budget appropriation for Capital Improvement Project No. 8273 in the amount of \$92,427.70 using the Park Development Impact Fee Fund Unassigned Fund Balance; and

Approve the First Amendment to the Agreement with Voltaire Engineering, LLC, and authorize the City Manager to approve change orders to P04763 totaling no more than 25% of the original construction contract amount for Glen Arbor Dog Park, Capital Improvement Project 8273.

PRIOR ACTION/VOTE

On March 18, 2025, the City Council awarded a construction contract for Glen Arbor Dog Park Project, Capital Improvement Project (CIP) No. 8273, to Voltaire Engineering, LLC, in the amount of \$924,277, plus a 15% contingency (Vote 5-0).

CITY COUNCIL GOAL

Coordinate and deliver responsive, effective community services.

DISCUSSION

Work on the construction of the Glen Arbor Dog Park Project (Project) began on April 23, 2025. Planned improvements include enclosed areas for large and small dogs with play features, shade structures with seating, water fountains with separate outlets for owners and dogs, Americans with Disabilities Act (ADA) compliant switchback style concrete walkways with handrails to allow visitors to travel down the large slope at the park, a 12-space parking lot, ADA improvements to the curb ramp at Nutmeg and Via De Gemma Linda and the designated path of travel for park access, and landscape improvements.

The construction environment at Glen Arbor Park presents several challenges due to its hilly terrain, limited developable space, significant vertical grades, existing mature trees, and vegetated slopes. The project was

designed to minimize impacts and preserve the park's natural aesthetic in most of the park.

Additional constraints include existing trail connections on the northern end and protection of a blueline stream that borders the Project space to the west. Based on public outreach, the community preferred a gated dog park and a 12-stall parking lot, including accessible parking with accessible routes that would connect the two features. These factors necessitate steeper-than-ideal accessible routes, including pathways, handrails, and landings that adhere to accessible design standards and City requirements.

The design constraints, coupled with other factors found and resolved in the field, made construction significantly more difficult for the Contractor, especially when the Contractor was given very little room for adjustment to complete walkway slopes that would be ADA compliant. Instead of pouring concrete switchback walkways in large sections, the work needs to be done in a series of smaller sections to ensure the slopes are ADA compliant. This constraint added significant labor costs for the Contractor. The Project team was able to negotiate those additional costs. The Contractor has agreed to proceed with construction "at risk" while the City Council considers the additional contingency, since the additional change order costs are above the 15% contingency that was approved with the original contract.

These constraints posed design challenges, but the plans did not detail some requirements. The enclosed dog park areas at the base of the slope were riddled with roots from adjacent trees. The soil in that area needed to be worked and recompact to provide a stable base for the finished decomposed granite surface and the concrete pads for the shade structures. However, the soil was much more expansive than anticipated, which required more mitigation measures to make it suitable as a subbase. The result is that several trees needed to be removed. Many of the trees removed were not healthy, and new trees will be planted in locations more appropriate for long-term growth.

The addition of the parking lot into the design process did not consider the relocation of an irrigation main line in the middle of the area that needed excavation. To keep construction moving, the Project team determined that the mainline had to be cut, capped, and removed between the point of connection by Nutmeg Street and a valve box at the base of the slope. A new mainline, with irrigation wiring, would need to be installed along a new route later in the Project. Unfortunately, cutting the main line also prevented the irrigation system from being used for all park areas. Watering would need to be done by a water tender truck on a time and materials basis, an additional, unaccounted-for expense for the Project.

The following table summarizes all the change orders for the Project, and the cumulative percentage of the original amount of the construction contract:

| Change Order Description | Cost | Approved? | Cumulative % |
|---|---------------------|-----------|--------------|
| Wattle straw to meet water quality requirements | \$3,434.98 | Yes | 0.37% |
| Regrade slopes to minimize grading export | \$18,799.05 | Yes | 2.41% |
| Recompact soil for shade structure foundation | \$22,871.85 | Yes | 4.88% |
| Wire mesh for shade structure foundation | \$1,732.44 | Yes | 5.07% |
| Tree removals | \$27,193.00 | Yes | 8.01% |
| Field watering (not to exceed amount) | \$29,704.50 | Yes | 11.22% |
| Water main line relocation | \$48,818.87 | No | 16.51% |
| Adjustment of work for slope tolerance (negotiated) | \$65,000.00 | No | 23.54% |
| | | | |
| Total | \$217,555.69 | | |

If the City Council approves increasing the construction contingency to 25%, the First Amendment will be executed and the two (2) change orders not yet approved will be processed. The remaining \$13,513.56 can be used for any further unanticipated costs, if any.

FISCAL IMPACT

Staff recommends that the City Council amend the Fiscal Year 2025/26 Capital Improvement Plan to provide an additional budget appropriation for Capital Improvement Project No. 8273 in the amount of \$92,427.70 using the Park Development Impact Fee Fund Unassigned Fund Balance.

The construction contract award for the Glen Arbor Dog Park project is \$924,277. The \$92,427.70 represents an additional 10% contingency bringing the total contingency amount to \$231,069.25 or 25% of the construction contract amount.

ATTACHMENTS

1. First Amendment to Contract with Voltaire Engineering, LLC

**AMENDMENT TO THE AGREEMENT WITH
THE CITY OF MURRIETA AND CONTRACTOR**

Amendment No.: One

Original Agreement Title (“Agreement”): Public Works Construction Contract With City of Murrieta

Agreement Effective Date: March 24, 2025

Agreement Termination Date: February 28, 2026

Consultant Name: Voltaire Engineering LLC

Brief Description of Scope of Services (“Services”): Glen Arbor Dog Park Improvements

This Amendment to the Agreement, made effective on the date executed by the City by and between the City of Murrieta, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("City"), and the above referenced Contractor with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

Whereas, City is a general law city, formed and existing pursuant to the provisions of the California Government Code.

Whereas, City and Contractor entered into an Agreement on the Effective Date set forth above for the Services.

Whereas, City and Contractor wish to amend the Agreement as further set forth herein.

Whereas, the Agreement was previously modified by the following prior amendments: None.

AMENDMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The above recitals are true and correct.
2. The following terms of the Agreement are hereby amended to read as follows:

The Total Not To Exceed Contract Amount set forth on Cover Page of the Agreement is hereby amended to read “\$1,155,346.25.”

3. All other conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed on the dates set forth below.

Signature Page to Follow.

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

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____
Justin Clifton, City Manager

Date:

ATTEST:

Cristal McDonald, City Clerk
Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany Israel, City Attorney
Date:

CONTRACTOR:

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Contractor's business City.

By: _____
Name: Peter Degado
Title: CEO
Date:

By: _____
Name: Peter Delgado
Title: CFO
Date:



CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 13.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Crawford, Municipal Services Director

PREPARED BY: Brian Crawford, Municipal Services Director

SUBJECT: Notice of Completion - Amphitheater Parking Lot & Entryway Monument Project

RECOMMENDATION

Accept the public improvements for the Amphitheater Parking Lot & Entryway Monument Project, Capital Improvement Project No. 10041; and

Authorize the City Clerk to record a Notice of Completion and release bonds in accordance with State law and City ordinances.

PRIOR ACTION/VOTE

On October 15, 2024, the City Council awarded the construction contract for the Amphitheater Parking Lot & Entryway Monument Project, Capital Improvement Project No. 10041, to DeArk A&E, Inc., for \$2,345,755, plus a 15% contingency (Vote: 5-0).

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

DISCUSSION

The Town Square Park Amphitheater is a significant recreational venue for the Murrieta community and a central feature of the civic center complex. To improve accessibility and enhance the area's aesthetic appeal, the City has constructed a new parking lot and an entryway monument with dual video boards.

Improvements included:

- Grading and construction of a ninety-one (91) space parking lot on a lot directly north of Town Square Park, which includes five (5) Americans with Disabilities Act (ADA) compliant parking stalls;
- ADA walkways, lighting, and landscaping;
- Drainage improvements to the lot north of the parking lot that prevent the accumulation of standing water during the rainy season;
- Installation of trees and other plantings along the south side of Kalmia Street from Jefferson Avenue to

- Adams Avenue;
- Construction of a downtown entryway monument at the southwest corner of Kalmia Street and Jefferson Avenue, including two (2) five-by-ten-foot video boards, raised seating walls, landscaping, and lighting; and
- Relocation of the traffic control and electric service cabinets from the southwest corner of Kalmia Street and Jefferson Avenue to the northwest corner of the same intersection to provide better visibility of the video boards.

Mobilization for the project began on November 14, 2024, and construction activities were substantially completed by May 20, 2025.

Four (4) contract change orders were issued on the project, totaling \$117,989.63, or 5.03% of the original contract amount. Most of the approved changes were to correct minor design omissions and apply slurry and new pavement markings to the parking lot behind City Hall.

City staff have inspected the improvements and found them to be satisfactory. Staff recommends formal acceptance by the City Council.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Notice of Completion, CIP 10041, 07.15.2025

RECORDING REQUESTED BY: City of Murrieta

When recorded return to:

City of Murrieta

Attn: City Clerk

1 Town Square

Murrieta, CA 92562

Space above for Recorder's Use

NOTICE OF COMPLETION

Construction of

Town Square Amphitheater Parking Lot & Entryway Monument, CIP 10041

Notice is hereby given that:

No Fee Per Government Code 27383

- 1) The undersigned is owner of the interest or estate stated below in the property hereinafter described.
- 2) The full name of the undersigned is City of Murrieta, a municipal corporation.
- 3) The full address of the undersigned is 1 Town Square, Murrieta, CA 92562.
- 4) The nature of the title of the undersigned is: In Fee.
- 5) A work of improvement on the described property was substantially completed on May 20, 2025.
- 6) The name of the contractor for such work of improvement is **DeArk E&C, Inc.**
- 7) The property on which said work of improvement was completed is in the City of Murrieta, County of Riverside, State of California, and is described as follows: Monument constructed at the corner of Kalmia Street and Jefferson Avenue; and parking lot constructed to the north of Town Square Park, Murrieta.

CITY OF MURRIETA

Brian C. Crawford

Director of Municipal Services

VERIFICATION OF CITY CLERK

I, the undersigned, say:

I am the City Clerk of the City of Murrieta; the City Council of said City on July 15, 2025, accepted the above described work as completed and ordered that a Notice of Completion be filed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2025, at Murrieta, California.

CITY OF MURRIETA

Cristal McDonald

City Clerk



CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 14.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Crawford, Municipal Services Director

PREPARED BY: Brian Crawford, Municipal Services Director

SUBJECT: Notice of Completion - Tot Lot Phase 1 Improvements

RECOMMENDATION

Accept as complete the public improvements for the Tot Lot Phase 1 Improvement Project, Capital Improvement Project Nos. 22026, 22035, 22036, and 22038; and

Authorize the City Clerk to record a Notice of Completion and release bonds in accordance with State law and City ordinances.

PRIOR ACTION/VOTE

On July 2, 2024, the City Council awarded the construction contract for the Tot Lot Phase 1 Improvement Project, Capital Improvement Plan (CIP) Nos. 22026, 22035, 22036, 22038, to Millsten Enterprises, Inc., in the amount of \$1,344,667,35, plus a 15% contingency (Vote: 5-0).

CITY COUNCIL GOAL

Coordinate and deliver responsive, effective community services.

DISCUSSION

The Community Services Department recently completed a project to replace equipment at two (2) park locations, Palomar Park and Oak Terrace Park; and construct brand new playground surfaces and install new equipment at three (3) locations: Oak Terrace Park (a new area for a large swing set), Monte Vista Park, and Northstar Park. Construction at these five (5) locations was Phase 1 of a broader Citywide tot lot replacement endeavor. Phase 2 included replacement of equipment at five (5) other parks and was completed in September 2024.

Construction consisted of grading, framing and pouring new Americans with Disabilities Act (ADA) compliant walkways and perimeter curbs, pouring concrete foundations for new equipment, assembly and installation of new tot lot equipment, and installing new engineered wood fiber play surface material. The park improvements will significantly increase the level of service for individuals and all children.

Mobilization for the project began on Monday, August 5, 2024, and construction activities were substantially completed by Monday, June 2, 2025. Change orders totaling \$156,507, or 11.64% of the original contract value, were issued. The Project encountered significant delays due mainly to multiple equipment issues for several sites, inclement weather, and the addition of safety fencing, at a cost of \$59,530, which was added to the scope of work for three (3) of the park locations.

Change orders valued at \$31,967.75 were directly related to equipment that was not shipped, incorrect equipment that was shipped, or incorrectly manufactured equipment. The Contractor and their subcontractor were forced to wait for the correct parts, which resulted in remobilization costs, extension of site equipment (fencing and portable restrooms) rentals, and correcting work that was already done. Staff is preparing a letter to the tot lot equipment vendor, Gametime, detailing all costs related to equipment issues and requesting reimbursement of those costs to the City.

City forces have inspected the improvements and found them to be satisfactory. Staff recommends formal acceptance by the City Council.

FISCAL IMPACT

None.

ATTACHMENTS

1. Notice of Completion, 07.15.2025

RECORDING REQUESTED BY: City of Murrieta
When recorded return to:
City of Murrieta
Attn: City Clerk
1 Town Square
Murrieta, CA 92562

Space above for Recorder's Use

NOTICE OF COMPLETION

Construction of

Tot Lot Phase 1 Improvement Project, CIP Nos. 22026, 22035, 22036, 22038

Notice is hereby given that:

No Fee Per Government Code 27383

- 1) The undersigned is owner of the interest or estate stated below in the property hereinafter described.
- 2) The full name of the undersigned is City of Murrieta, a municipal corporation.
- 3) The full address of the undersigned is 1 Town Square, Murrieta, CA 92562.
- 4) The nature of the title of the undersigned is: In Fee.
- 5) A work of improvement on the described property was substantially completed on June 2, 2025.
- 6) The name of the contractor for such work of improvement is **Millsten Enterprises, Inc.**
- 7) The property on which said works of improvement was completed is in the City of Murrieta, County of Riverside, State of California, and is described as follows: Various parks within the city limits of the City of Murrieta.

CITY OF MURRIETA

Brian Crawford
Director of Municipal Services

VERIFICATION OF CITY CLERK

I, the undersigned, say:

I am the City Clerk of the City of Murrieta; the City Council of said City on July 15, 2025, accepted the above described work as completed and ordered that a Notice of Completion be filed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2025, at Murrieta, California.

CITY OF MURRIETA

Cristal McDonald
City Clerk



CITY OF MURRIETA

City Council Meeting Agenda

Report

7/15/2025
Agenda Item No. 15.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Matt Henry, Chief of Police

PREPARED BY: Stephanie Lawson, Management Analyst - Administration

SUBJECT: Agreement with Murrieta Valley Unified School District for School Resource Officer and Police Services

RECOMMENDATION

Approve a three-year agreement with the Murrieta Valley Unified School District to provide School Resource Officers and Police Service; and

Authorize the Mayor to execute the agreement.

PRIOR ACTION/VOTE

On December 17, 2019, the City of Murrieta City Council adopted Resolution No. 19-4195 approving an agreement with the Murrieta Valley Unified School District for School Resource Officers and Security Services (Vote: 5-0).

On May 16, 2023, the City of Murrieta City Council approved an agreement with the Murrieta Valley Unified School District for School Resource Officers and Security Services (Vote: 5-0).

CITY COUNCIL GOAL

Provide a high level of innovative public safety.

DISCUSSION

The Police Department currently provides the Murrieta Valley Unified School District (MVUSD) with the School Resource Officer (SRO) program. The current agreement with MVUSD ended as of June 30, 2025.

Staffing for the program includes one (1) Sergeant, one (1) Corporal, and six (6) SROs for police services, which include: counseling services, gang suppression, truancy prevention, educational instruction, police presence for after-school activities, and a resource to the Student Attendance Review Board (SARB). As a modification to the program, the proposed agreement includes that the assigned SRO Sergeant shall be on-call and available to coordinate District-related incidents requiring law enforcement assistance and

investigation.

Historically, MVUSD has paid fifty percent (50%) of the fully burdened salaries for six (6) SROs. MVUSD also pays for sworn officers to provide police services at an overtime premium upon request for after-school events. The proposed agreement also includes on-call pay for the SRO Sergeant, who shall be available 24 hours per day to respond to or coordinate a response to District-related incidents. The on-call cost for the sergeant will be shared equally between the City and the District. The term of this agreement is for three (3) years through June 30, 2028.

FISCAL IMPACT

Revenue from MVUSD for SRO services is included in the FY2025/26 and 2026/27 revenue budget account no. 1103180-42224 for \$683,500 and \$710,850 respectively for each year. This is an estimated revenue budget. The actual reimbursement for providing SRO services will be reconciled on a quarterly basis as part of the billing process.

ATTACHMENTS

1. Agreement between the City of Murrieta and Murrieta Valley Unified School District

**AGREEMENT BETWEEN THE CITY OF MURRIETA
AND
THE MURRIETA VALLEY UNIFIED SCHOOL DISTRICT**

This Agreement ("Agreement"), made this 1st, day of July, 2025, by and between the CITY OF MURRIETA, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("CITY"), and the MURRIETA VALLEY UNIFIED SCHOOL DISTRICT, a school district, duly organized and existing under and by virtue of the laws of the State of California ("DISTRICT"), with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

A. CITY is a general law city, formed and existing pursuant to the provisions of the California Government Code.

B. DISTRICT is a school district, formed and existing pursuant to the provisions of the California Education Code.

C. DISTRICT is desirous of contracting with the CITY for School Resource Officer services, including counseling, gang suppression, truancy prevention, police presence for high school and middle school activities, and teaching law enforcement-related subjects.

D. CITY, through its Police Department, has special knowledge, experience and facilities for providing the above services.

E. DISTRICT now desires to obtain the above services from CITY, and CITY is willing to provide the services pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

OPERATIVE PROVISIONS

1. RESPONSIBILITIES OF THE CITY

1.1 School Resource Officers. CITY shall provide six (6) Murrieta Police Officers who will be assigned to provide SRO services to the DISTRICT. The duties of the SRO, which may be adjusted from time to time as agreed upon in writing by DISTRICT and CITY, include but are not limited to the following. Any additional services authorized by the parties shall be subject to all terms and conditions of this Agreement, except as modified in writing in accordance with Section 17.

1.1.1 Multiple SROs Absent from Work. Parties agree to collaborate to ensure that the SRO coverage will be moved to prioritize coverage pursuant to the District's needs.

1.2 Counseling Services.

1.2.1 Provide assistance to school principals in counseling and disciplinary matters.

1.2.2 Provide advice and training to school staff and teachers regarding school safety matters, including, but not limited to, gangs, narcotics, violence, diversity, and student unrest.

1.2.3 Provide advice on school policy and procedure regarding all school safety matters.

1.3 Truancy Prevention.

1.3.1 Proactive foot patrols in and around school property.

1.3.2 Serve as a liaison to the general public.

1.4 Educational Instruction.

1.4.1 Serve as a guest speaker on law enforcement issues.

1.4.2 Provide law enforcement perspective to Driver's Education Program or any other education program, as requested by the DISTRICT.

1.4.3 Provide supplemental instruction to Civics and American Government classes and Health classes, or other classes, as requested by the DISTRICT.

1.4.4 Assist with parent training regarding, but not limited to, gangs, violence, diversity, alcohol, tobacco, and other drugs, student safety, parents on patrol, child safety strategies, and internet safety.

1.5 Police Activities.

1.5.1 Assist with providing police services for school activities during normal school hours.

1.5.2 Coordinate police responses to schools through direct radio or telephone communication with the CITY's Police Department.

1.6 Resource to the Student Attendance Review Board ("SARB").

1.6.1 Serve as a resource to the SARB.

1.6.2 Assist the DISTRICT's efforts to improve student attendance.

1.7 Work Days. Work days for the SRO services described in Section 1.1 above shall be Monday through Friday, and the work hours shall span an eight (8) hour period aligned with when the school is in session and when students are attending class. Any work required after normal work hours will be paid at the usual one and a half (1 ½) hours overtime rate. The work schedule of the SRO shall be prepared by the Police Chief of the CITY with consultation from the DISTRICT.

1.8 On-Call. The assigned SRO Sergeant shall be available to evaluate and coordinate a response 24 hours per day during this period for any school DISTRICT related incidents requiring law enforcement assistance, investigation, or coordination with school officials.

1.9 After-Hours Police Services. Where necessary and at the request of the DISTRICT, CITY will provide a minimum of two (2) sworn officers on an overtime basis for those activities which require extra police presence and are held after normal SRO working hours. All personnel and overtime costs associated with providing police presence for after-school activities shall be the responsibility of the DISTRICT, in accordance with Section 5.

1.10 Services Funded by Grant. In the event that any part of this Agreement is funded by a grant, the SRO's services may include activities that are required by any grant used as a funding source by either the DISTRICT or the CITY, such as violence reduction or crime prevention.

2. RESPONSIBILITIES OF THE DISTRICT

2.1 Office Space. DISTRICT shall make available, at the school(s) where the SRO is assigned, office space that will be sufficient for the effective and efficient operations of the SRO. The DISTRICT will consult with the individual SROs with respect to the appropriate location of such office space.

2.2 Equipment. DISTRICT shall provide one (1) personal computer per officer in the office of the SRO, access to a secure printer, and school communication equipment, as needed.

2.3 Instruction. To the extent an SRO provides any educational instruction, the DISTRICT is solely responsible for making sure that the provisions of the Education Code of the State of California and any other applicable laws are complied with in the provision of such educational instruction.

2.4 Student Support. The MVUSD office of Student Support will be solely responsible for SRO extra duty requests and providing event schedules to the CITY. All SRO extra duty requests coming from the school sites will first be vetted by the Student Support Division.

3. ADMINISTRATION OF AGREEMENT

3.1 CITY appoints its City Manager, or his/her designee, to administer CITY's rights under this Agreement.

3.2 DISTRICT appoints its Superintendent, or his/her designee, to administer the DISTRICT's rights under this Agreement.

3.3 This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

| | |
|------------|---|
| For CITY: | City Manager |
| Address: | City of Murrieta One Town Square Murrieta, CA 92562 |
| Phone: | (951) 461-6065 |
| Facsimile: | (951) 461-6049 |

| | |
|---------------|----------------|
| For DISTRICT: | Superintendent |
|---------------|----------------|

DISTRICT: Murrieta Valley Unified School District
Address: 41870 McAlby Ct.
Murrieta, CA 92562
Phone: (951) 696-1600
Facsimile: (951) 304-1540

4. TERM

The term of this Agreement shall be from July 1, 2025, until June 30, 2028.

5. PAYMENT TO CONSULTANT

5.1 Consideration for SRO Services. In consideration of the services to be performed by CITY for the DISTRICT as set forth in Section 1.1, the DISTRICT agrees to pay CITY for one-half (1/2) of the fully-burdened personnel cost for six (6) of the SROs provided to the DISTRICT by the CITY. The personnel cost of each SRO shall be determined by their current salary and benefits, including their overtime compensation and accrued compensation time not associated with police presence for school activities held after normal SRO working hours. Additionally, DISTRICT agrees to pay for one-half (1/2) of any extraordinary equipment or material costs that are required to perform SRO duty assignments. Any extraordinary costs shall not include the costs of obtaining or operating a motor vehicle (which shall be borne solely by the CITY) and, should extraordinary costs materialize, they shall be limited to an aggregate of \$2,500 per officer per year.

5.2 Consideration for After-Hours Police Services. In consideration of the services to be performed by CITY for the DISTRICT as set forth in Section 1.9, the DISTRICT agrees to compensate the CITY at the overtime rate of one hundred forty-three dollars and eighty-two cents (\$143.82) an hour per officer, with such amounts to be paid within a reasonable time after the performance of the services and submission of an invoice to the DISTRICT by the CITY.

5.3 Consideration for In-Town vs. Out-of-Town Work. For prearranged after-hours services, the DISTRICT agrees to pay a minimum of two hours of service per officer. SRO report time in and out will be verified by both the DISTRICT's Executive Director of Student Support and the Lieutenant overseeing the SRO Unit. In-town after-hours billing will include event date, SRO call times, event end times, total hours worked, cost, and total. Time and pay will start and end 15 minutes prior to the event call time and end 15 minutes after the event end time. Out-of-town events will include travel time.

5.4 Consideration for On-Call Police Services. In consideration of the services to be performed by CITY for the DISTRICT as set forth in Section 1.8, the DISTRICT and CITY agree to equally share the cost of these additional services for the on-call SRO Sergeant for the term of this agreement.

6. ADDITIONAL SERVICES

6.1 If the DISTRICT desires any additional services ("Additional Services"), CITY may, upon written request by the DISTRICT, furnish a proposal including an itemized statement of the estimated cost of the Additional Services thereof, and the DISTRICT may modify or alter the proposal, or may reject the proposal in its entirety, at its sole discretion, or may direct the submission of a new proposal which may be accepted, altered or rejected. Upon the written approval of any Additional Services, including costs by CITY and DISTRICT, CITY shall perform the Additional Services and DISTRICT will pay to CITY the cost of the Additional Services as

agreed in writing. All money due for Additional Services shall be supported by a detailed statement from the CITY showing the basis of said claims and certified by proper officers of the CITY.

6.2 Payments. Payment of CITY's fees shall be made in accordance with DISTRICT's normal schedule for issuance of checks.

7. STATUS OF PARTIES

7.1 It is understood and agreed that both parties are interested only in the results obtained from service hereunder and that neither party, nor their employees, agents, and representatives shall be deemed an employee of the other party for any purpose.

7.2 Employee Benefits. It is expressly understood and agreed that the employees, agents, and representatives of each party shall in no event be entitled to any benefits to which the other party's employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

7.3 Workers' Compensation Insurance. Both parties agree to procure and maintain in full force and effect Workers' Compensation Insurance covering their employees and agents while these persons are participating in the activities hereunder, as provided in Section 7.1.2 of this Agreement.

8. INSURANCE

Both parties shall, through the duration of this Agreement, maintain insurance coverage as required by this Section 7.

8.1 Types of Insurance. At all times during the term of this Agreement, each party shall maintain insurance coverage as follows:

8.1.1 General Liability. Comprehensive general liability and property damage insurance, or the equivalent through a self-insurance pool, covering all operations of each entity, its agents, and employees, including, but not limited to, premises and automobile insurance, with minimum coverage of Two Million Dollars (\$2,000,000) combined single limits.

8.1.2 Workers' Compensation. For all of each party's employees who are subject to this Agreement and to the extent required by applicable state or federal law, both parties shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, with a minimum of One Million Dollars (\$1,000,000) of employers' liability coverage.

8.2 Insurer Requirements. All insurance required by the express provision of this Agreement shall be carried only by responsible insurance companies that are rated "A-" and "V" or better by the A.M. Best Key Rating Guide and are licensed to do business in the State of California. The parties will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

8.3 Deductibles. All deductibles on any policy shall be the responsibility of the party carrying the insurance.

8.4 Indemnity Not Limited by Insurance. Each party's liabilities, including, but not limited to, the indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract.

9. NOTICE

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid and addressed to the party to whom the notice is directed, or (c) via facsimile transmission (with proof of confirmation by sender). Service shall be considered given when received if personally served or, if mailed, two days after deposit in the United States Mail by certified mail, return receipt requested. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth in Section 3 above.

10. TERMINATION

10.1 Either party may terminate this Agreement at any time and for any reason by giving written notice to the other party of such termination, and specifying the effective date thereof, at least thirty (30) days prior to the effective date.

10.2 If the Agreement is terminated as provided in this Section, CITY shall be entitled to receive compensation for any services provided up to the receipt by CITY of notice of termination, less any payments theretofore made and not to exceed the amount payable herein, and for services provided between the receipt of notice of termination and the effective date of termination pursuant to a specific request by DISTRICT for the performance of such services.

11. DEFENSE AND INDEMNIFICATION

Each party shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by the other party) and indemnify the other party, its governing body, and each member thereof, its officers, agents, employees, representatives, and their successors and assigns, from and against any and all losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise out of or are in any way connected to the services provided by CITY under this Agreement and which arise either directly or indirectly from any negligent or wrongful act or omission by the indemnifying party, its officers, employees, representatives, contractors, or agents. Neither party shall have an obligation, however, to defend or indemnify the other party if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of the other party. This section 10, shall survive any termination or expiration of the Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS

Both parties agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to either party with regard to performance under this Agreement.

13. NONDISCRIMINATION IN EMPLOYMENT

Both parties agree that they will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of CITY and/or all other relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, each party certifies and agrees that all persons employed by them will be treated equally and without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If either party finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement, upon which the non-violating party may determine to cancel, terminate, or suspend this Agreement. While each party reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or California Department of Fair Employment and Housing, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that the other party has violated state or federal anti-discrimination laws relative to this Agreement shall constitute a finding by the non-violating party that the other party has violated the anti-discrimination provisions of this Agreement.

14. NON-WAIVER

The failure of either party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition or prevent a subsequent similar act from again constituting a violation of such term or condition.

15. SEVERABILITY

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

16. DISPUTES

In the event that any action is brought by either party to construe this Agreement or enforce any of its terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.

17. REMEDIES

The rights and remedies of the CITY provided in this Agreement are not intended to be exclusive and are in addition to any other rights and remedies permitted by law.

18. ENTIRE AGREEMENT/AMENDMENT

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the Agreement.

19. GOVERNING LAW/VENUE

The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of

or related to this Agreement shall be brought exclusively in Riverside County.

20. BINDING AGREEMENT

This Agreement is intended to be binding on the parties and their respective successors and assigns.

21. NUMBER

The plural shall include the singular, and the singular shall include the plural and neuter wherever the context so indicates or requires.

22. WARRANTY OF AUTHORITY

Each of the parties signing this Agreement warrants to the other that it has the full authority of the entity on behalf of which its signature is made.

23. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

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

CITY OF MURRIETA

MURRIETA VALLEY UNIFIED
SCHOOL DISTRICT

Cindy Warren, Mayor

Name/title of signatory [please print]

Signature

Attest:

Name/title of signatory [if necessary]

Cristal McDonald, City Clerk

Signature

Approved as to Form:

Tiffany Israel, City Attorney



CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 16.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Public Works Director

PREPARED BY: Josh Frohman, Associate Civil Engineer

SUBJECT: Engineering Design Services for the Line F Channel Project, CIP No. 13059

RECOMMENDATION

Approve the Agreement for engineering design services for Storm Drain Channel Line F, Capital Improvement Plan No. 13059, with JLC Engineering & Consulting, Inc. in the amount of \$503,000;

Authorize a ten percent (10%) engineering design contingency of \$50,300; and

Authorize the City Manager to execute the Agreement with JLC Engineering & Consulting, Inc. and amendments to the contract not to exceed ten percent (10%).

PRIOR ACTION/VOTE

On June 4, 2025, the City Council adopted Resolution No. 24-4745, approving the Capital Improvement Plan budget for Fiscal Year 2024/25, and the Fiscal Year 2024/2025 to 2028/29, Capital Improvement Plan, which included the Line F Channel project, CIP No. 13059 (Vote: 5-0).

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

DISCUSSION

The Line F Channel project, Capital Improvement Plan (CIP) 13059 plans to construct a 2,500 linear foot portion of the Riverside County Flood Control District (RCFCD) Murrieta Creek Area Master Drainage Plan (MDP) Line F, which begins upstream near I-215, just north of California Oaks Road, and runs westerly and discharges into Murrieta Creek. Portions of Line F, upstream of Washington Avenue, are currently constructed with a concrete-lined trapezoidal channel. Line F from Washington Avenue to Murrieta Creek is currently unimproved and consists of a natural vegetative, earthen channel. The channel in this area experiences flooding during large storm events, resulting in flooding of Kalmia Street. Concrete barriers are erected along the south side of Kalmia Street in this area to provide flood protection for the nearby homes. Many of the homes in that area are within the 100-year flood plain. This project will provide necessary drainage

improvements to convey the 100-year storm event to Murrieta Creek, thereby reducing flooding potential.

The project is planned for three phases. Phase 1 includes Preliminary Engineering, alternative design and alignments exhibits, preparation of environmental documents for permitting, preparation of project concept plans and preliminary construction documents, coordination with RCFCD, hydrology and hydraulics analysis, coordination with utility purveyors, and identification of all needed right-of-way and easements. The Agreement contemplated herein will cover Phase 1 only. Phase 2 will include final design and environmental permitting upon the completion of Phase 1. A future Agreement amendment will be necessary once the full scope of Phase 2 is known. Phase 3 will be the construction of the facility.

On February 6, 2025, the City advertised a Request for Qualifications (RFQ) for the environmental and engineering design services for Phase I via PlanetBids. The City received seven Statements of Qualifications (SOQ) and sealed proposals on March 11, 2025. The Engineering Division formed a three-person review panel to review and score the SOQs. JLC was selected as the most qualified firm and is a full-service, multi-disciplinary consulting corporation that specializes in hydrology and hydraulics, as well as storm drain design and channel plan preparation. JLC is well-experienced working on regional drainage projects with RCFCD.

FISCAL IMPACT

Funding in the amount of \$503,000, plus a ten percent (10%) contingency of \$50,300, is available in CIP No. 13059.

ATTACHMENTS

1. Agreement with JLC Engineering & Consulting, Inc.
2. Vicinity Map

**AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF MURRIETA (“CITY”)**

Project Name/Description (“**Project**”):Line F Channel Project, CIP No. 13059

Contract Number:

Consultant Name (“**Consultant**”):JLC Engineering & Consulting, Inc.

Consultant Business Type:Corporation

Consultant Address:41660 Ivy Street, Suite A / Murrieta, CA 92562

Consultant Representative Name and Title (“**Consultant Representative**”):Joseph L. Castaneda,
PE / President

Consultant Representative Work Phone and Email:(951) 304-9552 / joe@jlcengineering.com

Termination Date:June 30, 2028

Total Not-To-Exceed Contract Amount (“**Contract Sum**”):\$503,000

City Department Contact (“**Department Contact**”):Bob Moehling, Director of Public Works

Department Contact Work Phone and Email:951-461-6036 / bmoehling@MurrietaCA.gov

Is Federal Funding Being Used to Fund Any Part of The Project (Yes/No):No

RECITALS

The City desires to contract with a Consultant to provide professional services as more further set forth herein.

The City circulated a Request for Quotes or Proposals for the above-described professional services.

Consultant submitted a proposal to City to provide the above-described professional services.

City Staff has reviewed all the proposals and after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

AGREEMENT FOR PROFESSIONAL SERVICES WITH THE CITY OF MURRIETA (“CITY”)

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into as of the effective on the date executed by the City by and between CITY OF MURRIETA, a California municipal corporation (“**City**”) and (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties.**” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

- 1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “**Scope of Services**” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.
- 1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.
- 1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.
- 1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

- 1.5 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.
- 1.6 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.
- 1.7 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.
- 1.8 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

- 2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation, as well as approved by City in advance.
- 2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this

Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

ARTICLE 3. PERFORMANCE SCHEDULE

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

3.1 Term. The Agreement shall commence and become effective upon the date executed by the City and will continue until the Termination Date. This Agreement may be extended for up to two, additional one-year periods upon the mutual agreement in writing of both parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from City and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final

and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

- 4.1 Representative of Consultant.** The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.
- 4.2 Department Contact for City.** The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.
- 4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the Contract Manager, City Manager or by their delegate as provided for in writing.
- 4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer,

employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

- 4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other City to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

- 5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

5.2 Indemnification.

(a) General Obligations. Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or City arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including

legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

(c) Pursuant to the full language of California Civil Code §2782, Design Professionals agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Design Professional. The City agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

5.3 Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful

act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

- 6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (“**books and records**”) as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.
- 6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.
- 6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other

information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

- 7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.
- 7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days’ notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension,

without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

- 7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.
- 7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.
- 7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

- 7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- 7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
- 7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.
- 7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such

litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

- 8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
- 8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of

City addressed to City Clerk at City of Murrieta, 1 Town Square, Murrieta California 92562, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

- 9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.
- 9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City.
- 9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.
- 9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party,

(iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

9.8 Federal Funding. If federal funding is being utilized to fund any part of the Project, as indicated on the Cover Page of this Agreement, the terms of **Exhibit F** are hereby incorporated herein by this reference. If no federal funding is being utilized, Exhibit F may be omitted.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____

Justin Clifton, City Manager

Effective Date:

ATTEST:

Cristal McDonald, City Clerk

Date:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany Israel, City Attorney

Date:

CONSULTANT:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Consultant's business City.

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Engineering design services for Storm Drain Channel Line F from Washington Avenue to Murrieta Creek as described in the Proposal/Scope of Services from JLC Engineering, attached hereto as Exhibit "A-1".

II. In addition to any other requirements of this Agreement, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

Regular project schedule updates, progress submittals, bi-monthly progress meetings, monthly progress reporting.

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IV. Consultant will utilize the following personnel to accomplish the Services:

Joe Castaneda, PE; Jacob Castaneda, MS, EIT; Jonis Smith, MS, PE; Greg Rende, PE; Shelah Riggs; Michael Van Noty, PLS; Lisa Battiato, CEG, PG; JS & TM (consultant); MNS Engineers (consultant); Geocon (consultant); Plumb Line Surveying (consultant); Rende Consulting (consultant)

EXHIBIT "A-1"



Scope of Services

Murrieta Creek Master Drainage Plan Line F, Washington Avenue to Murrieta Creek - Phase 1

Project No. 25-489 / CIP 13059

1. Preliminary Design Phase

1.1 Research & Review of Existing Reports, Plans, and Mapping

The Project Team will provide preliminary field and site research services to collect and review existing background data. Data collection includes right-of-way documents, existing utilities plans, soils, and geologic information, "as-built" construction drawings for the regional channel facilities, local storm drain "as-built" construction drawings, existing drainage reports, previous project reports, and proposed development plans. In addition, a field reconnaissance investigation of the project area will be performed. The field investigation will include a verification of the site conditions and accuracy of as-built plans and maps. All existing data compiled during the research and data collection process will be compiled and summarized on the base maps developed for the project.

1.2 Right-of-Way, Utility and Environmental Constraints Map

Using the base maps developed for the project, the Project Team will assess all data and mapping collected for the project. Using the data, the Project Team will assess potential project constraints associated with right-of-way, utilities, environmental markers and other structural elements.

1.3 Hydrology Model Recreation

Using the hydrology model for Line F dated February 24, 1997, the Project Team will recreate the hydrology model for the drainage area. The current model was prepared for a 100 year storm frequency. The Project Team will recreate the hydrology model using the HEC-HMS program to establish a model using current program requirements. Additionally, the Project Team will re-run the hydrology model using a 5 year, 10 year, 25 year and 50 year storm event. It is anticipated that the resource agency will require these analyses as part of the floodplain analyses. Moreover, the Project Team will obtain the historical rainfall data for the Murrieta Creek/Tenaja Road rain gauge and perform a data assessment to document the number of intervals the historical rainfall depth for the 3 hour and 6 hour rainfall exceeded the 5 year, 10 year, 25 year, 50 year and 100 year storm event rainfall depths for 3 hour and 6 hours durations. These assessments are being performed to provide quantifiable data to the City of Murrieta to evaluate potential flood risks.

The hydrology model will be discussed and evaluated for the City of Murrieta. A Hydrology Technical Memorandum will be prepared to summarize the findings and discuss how the findings influence the selection criteria for proposed alternatives. Note that JLC is calling the Hydrology Report – and other proposed intermediate technical report documentation developed for the City – "Technical Memorandum" since they will be used to support a comprehensive Project Design Report (PDR) in support of the 35% plan set. Decomposing the the written technical documentation into smaller, focused items will make on-going collaboration with the City easier and ensure that intermediate review is focused on specific items.

1.4 Pre-Project Floodplain Assessment

The Project Team will develop a pre-project HEC-RAS 2D Model to assess the existing condition floodplain for Line F. Models have been prepared in the past using the HEC-RAS 1D model. However, due to the sheet flow condition that occurs when flows overtop the channel, a HEC-RAS 2D model will more accurately predict the flooding condition that occur along 1st Avenue, 2nd Avenue, New Clay Street, 4th Avenue, and 5th Avenue. The floodplain assessment will be

used as part of the permitting process for the Line F Project. Note that JLC will not prepare a CLOMR/LOMR during Phase 1 of the project. JLC anticipates a CLOMR will be prepared during Phase 2 of the project and a LOMR will be prepared during/after Phase 3 once construction is complete.

1.5 Alternatives Assessment Exhibits

The Project Team will prepare up to four (4) conceptual storm channel design exhibits to present and document the alternative configurations proposed and investigated as a part of the project. The exhibits will provide plan view information and data with sufficient detail to clearly demonstrate the proposed improvements. The exhibits will be prepared to a conceptual design level to facilitate cost estimating and decision making. The concept plan will provide the preliminary site grading, constructed facility sizing, horizontal alignment, necessary site improvements, and roadway improvements. The conceptual plans will identify existing facilities and utilities that would be impacted by the proposed improvements. Construction constraints will be identified as well as existing and proposed easements and right of way.

1.6 Assessment of Special Concrete Structures

The Project Team will evaluate up to four (4) channel type alternatives to determine their viability and the structural requirements needed for compliance with RCFC&WCD structural design standards. The Project Team's structural consultant will evaluate the proposed structures being recommended and assist in determining which structures may require structural design during Phase 2. This evaluation will not include structural analysis. The scope of work will be a qualitative assessment using Caltrans Standards or other RCFC&WCD Standards to determine footing dimensions and structural thickness.

1.7 Floodplain Assessment & Hydraulic Analyses for Alternatives

The Project Team will develop hydraulic models using HEC-RAS 1D or WSPG Model to determine the hydraulic operation of the channel system. These assessment are proposed since it is anticipated that a soft bottom channel alternative may not be feasible to contain the 100 year floodplain. As a result, hydraulic modelling will be required to determine potential channel overtopping and downstream flooding. Note that a CLOMR/LOMR process for the project will be performed during Phases 2 and 3 of the project.

1.8 Construction Cost Estimates and Alternatives Evaluation

The Project Team will prepare construction cost estimates commensurate with the concept level alternatives exhibits. Construction quantities will be determined from the conceptual exhibits. Unit costs for construction items will be based upon available City of Murrieta and RCFC&WCD unit costs and bid records from recent project or available bid records from recent public works projects in Riverside County. The Project Team will evaluate the design alternatives by providing design data, quantities, construction cost estimates, and providing independent scoring in the alternatives decision making matrix evaluation of each alternative improvement program.

1.9 Project Design Report

Based on the tasks completed as part of Task 1, the Project Team will prepare a comprehensive Project Design Report (PDR) summarizing the entire preliminary engineering process in a single comprehensive document that will support the 35% plan set and will include findings, analyses, and recommendations. The PDR will consist of the following high-level structure:

- Hydrology & hydraulic modeling results
- Detailed design alternatives for Line F
- Alternative analyses with evaluation matrix
- Quantities and cost estimates for each alternative
- Development and justification of the preferred alternative
- Recommendations and conclusion

This high-level structure will capture the action items outlined in section B.1 of the City of Murrieta's Request for Qualifications (RFQ) document.

2. CEQA/NEPA Documentation & Permitting Process

2.1 Project Description & Technical Studies

The Project Team will develop a Project Description for inclusion in the Project Description section of the IS/MND to reflect the latest proposed project components utilizing the Line F Alternative Assessment and the 35% plan set documents.

Technical Studies include are as follows:

- Air Quality and Greenhouse Gas Analysis
- Energy Impact Analysis
- Cultural Resources & Paleontology Assessment
- Construction Traffic Analysis
- Noise Analysis
- Habitat Assessment & MSHCP Compliance Report
- Jurisdictional Delineation

2.2 Field Investigation, Jurisdictional Delineation & Mapping

The Project Team will conduct a site visit to perform a formal jurisdictional delineation that will determine the limits of state and federal jurisdictional waters and wetlands located within the boundaries of the permanent (and temporary, if any) project footprint. The jurisdictional delineation will result in the following:

- Determination of the USACE's ordinary high-water mark (OHWM) and indicate the existence of any three (3)-parameter wetlands on-site. The actual presence or absence of wetlands on-site will be verified through the determination of the presence of wetland hydrology, hydrophytic vegetation, and hydric soils in accordance with the September 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0).

- Identification of CDFW jurisdictional areas being on-site streambed and active banks, or to the outer drip line of riparian vegetation (if present), pursuant the California Fish and Game Code; and
- In cases where isolated waters, not subject to federal jurisdiction are present, the delineation will identify areas under the jurisdiction of the RWQCB pursuant to the California Porter-Cologne Water Quality Act

2.3 Permit Application Package for Resource Agencies

The Project Team will prepare the following permit application and materials for the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB) and California Department of Fish and Wildlife (CDFW) for submittal. The scope of work includes submittal of two separate permit application packages for the project.

404 Individual Permit

The Project Team will prepare a separate request for a 404 Individual Permit for the project. A request for authorization will be prepared using Form 4325 for review by the City and submitted to the USACE.

This scope of work includes preparation of the draft Public Notice for posting by the USACE, preparation of the NEPA EA using the USACE format for adoption by the USACE, and preparation of a 404(b)(1) Alternatives Analysis with up to three (3) alternatives. Because the project is located within the limits of the Western Riverside MSHCP, we are assuming that formal Section 7 consultation is not required and approvals by US Fish and Wildlife will be limited to ensuring compliance with the MSHCP. If these tasks are required by the resource agencies, MNS can prepare these documents under separate scope and budget.

401 Water Quality Certification or Waste Discharge Requirement

Section 401 of the Clean Water Act (CWA) requires that any discharge of dredge or fill material into Waters of the U.S., including wetlands, not violate state water quality standards. Water quality certification must be obtained as a condition of Section 404 of the CWA before USACE will issue the 404 NWP. A written request for a Section 401 Water Quality Certification will be submitted to the RWQCB, Region 9, San Diego Board.

CDFW 1602 Streambed Alteration Agreement

The Project Team will prepare the SAA application for submittal to CDFW (Inland Deserts, Region 6) to request authorization for temporary and permanent impacts to Waters of the State associated with the project.

Permit Tracking and Resource Agency Coordination

Applications will be coordinated with USACE, RWQCB, and CDFW throughout processing to ensure that any potential issues are communicated to the City and resolved at the earliest possible opportunity. Coordination may include telephone, email or written correspondence, or meetings with the agencies. This scope of work includes up to 48 hours of agency coordination time (40 hours per tract), including up to two (2) site visits with regulatory agency staff and the project team.

2.4 Initial Study Preparation

- Draft Initial Study/Mitigated Negative Declaration
- Administrative Draft IS/MND

The Project Team will prepare an Administrative Draft IS/MND for review by the city utilizing the current Project Description and Technical Studies. The IS/MND will address the latest CEQA Appendix G Checklist, including the following impact areas:

- Aesthetics
- Agriculture / Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology/Soils
- Greenhouse Gas Emissions
- Hazards & Hazardous Materials
- Hydrology/Water Quality
- Land Use / Planning
- Mineral Resources
- Noise
- Population / Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities / Service Systems
- Wildfire

The IS will provide written responses to each question on the Environmental Checklist that describe and qualitatively and/or quantitatively evaluate the project's impact related to each topic. Each response will include a conclusion regarding the significance of the project's impact, which may be determined to be potentially significant, potentially significant unless mitigated, less than significant, or no impact.

Draft IS/MND

Once reviewed by the city, the Project Team will review and revise the IS/MND to be finalized for public review. Project Team will schedule a conference call with City staff (if required) to review any substantive comments and finalize the IS/MND. Once finalized, Project Team will work with the City to finalize the public release of the Draft IS/MND document, in accordance with Section 15073 of the State CEQA Guidelines. Project Team assumes that the city will facilitate the public release and circulation of the Draft IS/MND. In the event that the city requests that MNS complete the noticing process, Project Team can provide those services under a separate scope and fee.

2.5 Cultural Resources & Paleontology Assessment

The Project Team will prepare a Cultural Resources Assessment for the project. This assessment will involve identifying and evaluating potential cultural & paleontological resources within the project area, including archaeological sites, historical structures, and other significant resources. A records search will be conducted with the California Historical Resources Information System (CHRIS). This research characterizes the status and extent of previous cultural resource studies and paleontological resource studies completed in the project area and will help predict the types of resources expected within the project site boundaries. Upon receipt of the results of the records search, the Project Team archaeological and paleontological staff will conduct a site survey. The Project Team will adhere to CEQA requirements and other applicable regulations to ensure thorough documentation and assessment of cultural resources. The assessment findings will support the preparation of necessary reports to aid in the CEQA document and permitting process.

The Project Team will compile the findings into a Cultural Resources Assessment report, which will summarize the methods, results, and conclusions of the study, detailing observed resources and recommendations for mitigation or preservation measures.

2.6 Final Initial Study/Mitigated Negative Declaration

Response to Comments

Once the public review period is complete Project Team will prepare the Response to Comments section of the Final Initial Study. The responses will address all environmental-based comments, pursuant to the CEQA Guidelines. An administrative draft version of the response to comments will be submitted to City Staff for review. Since it is infeasible to estimate the number of comments on the Draft IS/MND, Project Team has preliminarily estimated 30 hours of staff time for the response to comments.

Mitigation Monitoring and Reporting Program

Project Team will prepare a Mitigation Monitoring and Reporting Program (MMRP) for the project pursuant to Section 15097 of the CEQA Guidelines. The Project Team will submit an administrative version of the MMRP to City Staff for review and comment. Once reviewed, the Project Team will prepare a final MMRP document. Upon City adoption of the IS/MND, Project Team will incorporate the MMRP into the final IS/MND.

Errata

Any changes to the text of the IS/MND will be summarized in an errata section of the Final IS/MND. The Project Team will identify the revisions to the Draft IS/MND in a strikeout/underline format. This task assumes that there will be no changes to the technical studies, in the event that changes to the technical studies are required the Project Team will coordinate those with the city.

Final IS/MND

An administrative draft of the Final IS/MND will be submitted to City Staff for review. The Project Team will make the appropriate revisions and submit a draft iteration of the response to comments to City Staff for final approval. Once approved, the Project Team will incorporate the responses into the Final IS/MND. The Project Team will provide an electronic submittal of the Final IS/MND, including response to comments and errata changes to the Draft IS/MND.

Notice of Determination

Project Team will prepare a Notice of Determination in accordance with Section 15075 of the State CEQA Guidelines for the City to file with the County Clerk. We recommend that the Applicant file the Notice of Determination within 5 days of adopting the IS/MND to establish a 30-day statute of limitations. The Applicant would provide the applicable California Department of Fish and Wildlife and County filing fee.

2.7 NEPA Categorical Exemption

Project Team will prepare a Categorical Exclusion under NEPA for the proposed project. The Project Team will draft a brief memorandum that includes the following:

- Purpose and Need: Description of the problem that exists, and how the proposed project addresses that problem.
- Proposed Action: Brief description of the proposed project features and components.
- Compliance with Federal Laws: Description of the proposed project in relation to applicable federal resource regulations including:
 - Section 106 of the National Historic Preservation Act
 - Executive Order No. 11990 (Wetlands Impacts)
 - Executive Order No. 11988 (Floodplains)
 - Section 7 of the Endangered Species Act
 - Section 4(f) of the Transportation Act
 - Section 6(f) of the Land and Water Conservation Act
 - Farmland Protection Policy Act
 - Coastal Zone Management Act
 - Wild and Scenic Rivers Act
 - Clean Air Act
 - Socioeconomic and Environmental Justice
 - Noise

This analysis assumes that the proposed project would not result in any impacts related to the acts above, and that only the supporting technical studies prepared for the CEQA document will be required. The findings of this analysis would be summarized in support of the Categorical Exclusion.

Once completed, the Project Team would submit this analysis in electronic format for review by the City for submittal to the federal lead agency. MNS assumes one round of review from the City and the federal lead agency. Once reviewed, Project Team would provide a final Categorical Exclusion in electronic format.

3. Geotechnical Engineering

Converse Consultants, the Project Team consultant, will conduct a geotechnical investigation of the subsurface soils beneath or near the proposed Line-F alignment.

Subsurface Exploration

Converse will drill 6 borings, at 500-ft interval along the project alignment to a depth of 20.0 feet bgs or to refusal, whichever is shallower. The borings will be drilled with a truck mounted rig (CME 75 or equivalent) equipped with 8-inch diameter hollow stem augers for soils sampling. Soils will be continuously logged and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Undisturbed ring samples of the subsurface materials will be obtained at 5-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4-inch inside diameter and 3.0-inch outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for each 6 inches of penetration will be shown on the boring log. The soil will be retained in brass rings (2.4 inches in diameter and 1.0 inch in height) and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags from various depths and within a 5-foot zone of the pipe elevation. Groundwater levels, where encountered in the borings, will be recorded.

Laboratory Testing

Converse will perform Laboratory Testing of soil samples. Laboratory testing may include, but not necessarily be limited to, the following:

- In-place moisture and density
- R-value
- Sand equivalent
- Direct Shear
- Soils corrosivity
- Sieve analysis
- Laboratory maximum density

Geotechnical Engineering Analysis and Geotechnical Report

Data obtained from the field investigation and laboratory tests will be evaluated. Engineering analyses will be performed to prepare a geotechnical investigation report. The report will include the following items:

- Project description
- Present condition of the street along the stormdrain alignment.
- Logs of the exploratory borings.
- Approximate GPS coordinate of all borings
- Local Geology and faulting.
- Existing pavement structural section at boring locations
- Description of onsite material and analysis of its suitability for use as fill, bedding, or backfill.

- Preparation of foundation soil below the storm drain system including depth of soil removal (over-excavation), ground scarification, fill placement and compaction.
- Stability and erosion potential of cut slopes. Slopes will be evaluated for stability under static, seismic, and rapid drawdown conditions. (if unlined).
- Seismic parameters based on 2022 California Building Code.
- Liquefaction potential along the SD alignment based on available information.
- Allowable soils bearing pressures.
- Allowable at-rest, active, passive, and seismic lateral earth pressures.
- RCB bedding recommendation in accordance with RCFCD/City of Murrieta.
- Excavatability of the soil along the stormdrain alignment.
- Stability of temporary trench excavation.
- Shoring design and construction recommendations.
- Suitability of excavated materials for use as bedding and backfill.
- RCB subgrade preparation recommendation.
- Trench backfills recommendation.
- Asphalt Concrete pavement section

4. Topographic Survey and Mapping

The Project Team will utilize a topographic survey that is within the JLC Database to complement the design of the project. The topography map is based on a December 2018 survey. The Project Team will perform a topographical certification to validate the topography. Exhibit A provides the limit of the existing topography. Additionally, the survey will include a boundary and mapping base map that delineate the adjacent the project boundary defined as APN 906-140-076. The proposed facility alignment will be surveyed along the existing channel bottom. Moreover, survey cross sections will be taken along the full width of Kalmia Street and the roadway intersections from Washington Ave. to 5th Avenue to provide sufficient data for the Kalmia Street roadway design. The information will be used to design and install storm drain laterals if required. A detailed ground survey will be conducted to capture visible ground features and utilities within the proposed alignment to develop a topographic base map specific to the needs of this project. The survey will be based upon the 1988 National Geodetic Vertical Datum (NAVD88). The horizontal control system for the survey will be the 1983 North American Datum (NAD83) Zone-VI California State Plan Coordinate system. Land survey services include the tie-out of existing survey centerlines, property corner monuments, benchmarks, or other existing survey markers. The scope of work will include the following items:

- **Boundary Survey** for APN 906-140-075 and 906-140-076. This will include centerline data for Washington Ave., Kalmia St., 1st, 2nd, New Clay, 4th, and 5th Ave. shall be located, including right-of-ways.
- **Record of Survey** the compile previously acquired boundary survey data used in the boundary survey and prepare a Record of Survey map, in accordance with the *State Land Surveyor's Act* and Riverside County requirements.

- **Monumentation:** Upon approval of the Record of Survey by the County Surveyor, PLSI shall set new boundary corner monuments in accordance with the Record of Survey Map.
- **Topography Survey** to be conducted for streets and interim channel. Street improvements along Washington Ave and Kalmia St will utilize traditional ground surveying methods. The drainage channel shall also use traditional ground surveying methods at approximately 50'-100' intervals based on reasonable accessibility and line of sight across the channel. Survey includes, but not limited to, existing manholes, valve covers, power poles, culverts at Calle Estancia and Washington Ave., wing walls and outlet structure on southwest side of Washington, two storm drain systems in the earthen channel and dip all sewer manholes. Spot elevations will be gathered within the project area for comparison check against existing topography by others.
- **Augmented Topography Map** will be prepared using data gathered during the boundary survey and topography survey. The AutoCAD drawing file will be provided for use by client for this project. Project will be tied to an NAVD 88 benchmark with 1' contour intervals and a 1"=40' scale.

5. Existing Utility Research & Coordination

The Project Team will coordinate with the City of Murrieta to obtain base mapping for utilities. The City of Murrieta will be responsible for contacting the utility agencies to obtain base mapping. Additionally, the Project Team will research which utilities are within an existing easement and which utilities are under a franchise agreement. Based on the utility base maps received from the utility agencies, a utility base map CAD file will be prepared. The Project Team plans to provide the following notifications to document communication:

1st Notification will occur twice during the project timeline. The 1st Notification will occur when the notice to proceed is issued. The 2nd Notification will occur when the Project Design Report is submitted to the City of Murrieta.

3rd Notification will occur three times during the processing of the 35% Plans.

6. Utility Potholing / Utility Investigation

The Project Team will utilize KIP Construction to pothole existing utilities that would be affected by the proposed channel and roadway improvements to confirm alignment and vertical information and conformance with As-Built plans. The Project Team will develop a pothole exhibit that identifies a total of 5 potholes. The Project Team expects one (1) pothole in Calle Estancia and four (4) in Kalmia Street. The five (5) potholes will use Hydro or Air and Vacuum Excavation Potholing with Vacuum Excavation. This is a specialized process of digging a test hole to expose underground facilities with the use of high-pressure water or air to gently remove soil covering an underground utility for the purpose of positively locating, identifying, and mapping the utility. The exposed utility will be surveyed to record spatial coordinate location, elevation data, type of utility, and pipe/conduit/facility material. This data will be included in the site topographic survey data and reflected on the base file map and improvement plans.

7. Right of Way Needs Identification

The Project Team will provide a plan view map exhibit corresponding to the selected alternative showing the right of way acquisition needed to construct the proposed improvements. The exhibit will show the existing public easements and right of way and the easements and right-of-way needed for the proposed improvements. An exhibit will be provided for each alternative. Exhibits will show existing ROW, proposed ROW, easements, property lines, dimensions, owner's names, APNs, and utilities with prior rights. Exhibit content is defined by section B.7 of the RFQ. The exhibit will be prepared at a scale of 1"=40'. This task does not include a right-of-way certification, appraisal, or acquisition services. The Project Team will request title reports as needed from the City of Murrieta. This is by request of the City of Murrieta. Four (4) title reports are anticipated by the Project Team for R/W needs. Note that six (6) title reports are anticipated for boundary survey making the expected project total ten (10) title reports. This clarification is provided to avoid confusion with other references to the number of expected title reports in the RFQ response and scope documents.

8. 35% Conceptual Design Plan

The Project Team will prepare a 35% storm channel design plan equivalent to a 35% design plan set for the proposed channel system improvements. The preliminary plan set will provide the proposed site grading, facility sizing, horizontal alignment, vertical profile, location of proposed storm drain laterals and curb inlet catch basins, necessary walls and structures, and roadway improvements. The channel plans will be developed using the RCFC&WCD Drafting Manual and the Guidance for Partner Led Project. The improvement plans will be prepared at a scale of 1"=20' as required by RCFC&WCD. Preliminary detail drawings will be provided to show relocation and reconfiguration of existing utilities to facilitate construction of proposed improvements. The street improvement plans will be developed at 1" = 40' scale and will utilize City of Murrieta Border and standards as required. The digital topographic base map and/or aerial photography obtained by the Project Team will be used as background data for the project. It is anticipated that the plans set(s) will include the following:

1. 35% Line F Channel Plans: A total of 12 Sheets are anticipated which consist of 1 Title Sheet, 6-8 Plan & Profile Sheets, 1-2 Detail Sheets, 1 Survey Control Sheet as required by the RCFC&WCD Drafting Manual.
2. 35% Murrieta Creek and Line F Channel Confluence: Due to the challenges with connecting to Murrieta Creek, a grading plan and Maintenance Plan will be developed for the project. This is typically not required until 60% per the RCFC&WCD Drafting Manual. However, the design is imperative to coordinate disturbance limits, maintenance & operation limits with RCFC&WCD and the Resource Agencies.
3. 35% Kalmia Street Improvement Plans: A total of 8 Improvement Plan Sheets will be required for the redesign of Kalmia Street. This will include a title sheet, 4 Plan and Profile Sheets, 1 Cross Section Sheet, 1 Intersection Sheet and 1 Detail Sheet.
4. Project Design Report: The Project Team will advance the Project Design Report to complement the 35% Plan Set. The PDR is living document through Phase 1 work bringing together all project communication and technical writing (memos) together into one coherent written document that supports all plans, analysis and feasibility considerations for proposed alternatives.

9. Project Management & PDT Meetings

The Project Team will provide project management services and attend/facilitate PDT meetings on a time and material basis. The scope assumes a fixed pool of hours that are expected to be need for the project. A total of 180 hours are budgeted for project management and PDT meetings. The Project Team will bill for these hours as they occur on a time and material basis.

List of Deliverables

The following deliverables will be delivered to the City of Murrieta through the execution of the above prescribed scope of work:

- Project Development Team Meeting Agendas, Schedule, & Meeting Minutes
- Project Design Report and Alternative Analyses, includes the following technical memos:
 - Hydrology Technical Memo
 - Hydraulic Technical Memo for Pre-Project Floodplain
 - Alternative Assessment & Design Technical Memo
- CEQA & NEPA Document(s) Draft IS/MND, Final IS/MND
 - Air Quality and Greenhouse Gas Analysis
 - Energy Impact Analysis
 - Cultural Resources & Paleontology Assessment
 - Construction Traffic Analysis
 - Noise Analysis
 - Habitat Assessment & MSHCP Compliance Report
 - Jurisdictional Delineation
 - Resource Agency Permits
 - * 401 Permit
 - * 404 Permit
 - * 1602 permit
- Site Topographic Survey and Base file Map in CAD
- Geotechnical Engineering Report
- 35% Line F Channel Plans
- 35% Kalmia Street Improvement Plans
- 35% Engineer's Construction Cost Estimates
- Outline for Special (Technical) Provisions
- Right of Way Needs Identification Exhibit

Assumptions and Exclusions:

To further clarify our proposed scope of services and avoid misunderstandings we provide the following list of assumptions and exclusions that are a part of this scope of work and reflected

in our fee. All services to be provided by the JS&TM team are explicitly stated. No additional services are implied.

- Survey pricing does not include filing Record of Survey or other recorded maps should monumentation be found missing.
- Task 6 (Utility Potholing / Utility Investigation) pricing allows for 5 potholes
- No LiDAR data included.
- No tree survey (species, DBH, height etc.) included
- All fieldwork will be done in one mobilization during normal weekday working hours.
- About 2 days will be required to complete drilling.
- Access to the storm drain alignment will be available during normal weekday working hours at no additional cost to us.
- Professional traffic control will NOT be required during the geotechnical investigation.
- Only field services including land survey, and geotechnical drillers services will be subject to prevailing wages as defined in Labor Code Sections 1770-1780.
- The cost estimate and scope of services do not include environmental study of soil and groundwater and any inspection and/or testing services during construction.
- Structural engineering evaluations may require performing preliminary structural analysis and design calculations. The need for the service will be discussed during the preliminary design.

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

There are no special requirements for this project.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include

- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.

III. Consultant's billing rates for any hourly Services are attached as Exhibit C-1. In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client that are approved in advance in writing by the City such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses as part of the not to exceed Contract Sum. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

PHASE 1 PROJECT DESIGN REPORT, CEQA/NEPA AND ENVIRONMENTAL PERMITTING , 35% DESIGN PLANS & COMPLEMENTARY REPORTS & SURVEYS

| PROJECT TASKS | FEE FOR TASK | DESCRIPTION OF PROJECT TASKS |
|--|---------------------|--|
| TASK #1 PRELIMINARY DESIGN REPORT | | |
| 1.1) RESEARCH AND REVIEW OF EXISTING REPORTS, PLANS, AND MAPPING | \$5,000.00 | WORK INCLUDES RESEARCH OF EXISTING STORM DRAIN, STREET, RECORD MAPS AND UTILITY PLANS. RESEARCH FOR DRAINAGE REPORTS & HYDROLOGY MODELS WILL BE PERFORMED AT RCFC&WCD AND CITY OF MURRIETA. A REQUEST FOR THE RICK ENGINEERING FLOODPLAIN MODEL FOR KALMIA |
| 1.2) RIGHT-OF-WAY, UTILITY AND ENVIRONMENTAL CONTRAINTS MAP | \$2,000.00 | A CONSTRAINTS MAP WILL BE DEVELOPED FOR THE 2,500 LINE F CORRIDOR TO IDENTIFY ALL POTENTIAL RIGHT-OF-WAY, UTILITY AND ENVIRONMENTAL CONSTRAINTS THAT ARE EXISTING. THIS INCLUDES SEWER LINES, POWER POLES, STORM DRAIN OUTLET PIPES, SENSITIVE VEGETATIVE AREAS |
| 1.3) HYDROLOGY MODELLING RECREATION | \$12,000.00 | USING THE RCFC&WCD STUDY FOR LINE F 2/24/1997, THE TEAM WILL RECREATE THE HYDROLOGY MODEL FOR LINE F. THIS WILL BE USED TO ASSESS THE EXISTING FLOODPLAIN |
| 1.4) PRE-PROJECT FLOODPLAIN ASSESSMENT | \$12,500.00 | USING HEC-RAS 2D THE PROJECT TEAM WILL ASSESS THE EXISTING FLOODPLAIN TO DETERMINE THE EXISTING SHEET FLOW CONDITIONS THAT BREAKOUT FROM THE EXISTING CHANNEL. THIS WILL ESTABLISH A BASELINE CONDITION. |
| 1.5) ALTERNATIVE ASSESSMENT (100 SCALE DRAWINGS) (4 TOTAL) | \$24,000.00 | THE TEAM WILL DEVELOP 4 POTENTIAL ALTERNATIVES THAT WILL BE DESIGNED AT A 100 SCALE WHICH INCLUDE PLAN AND PROFILE. THE DESIGN WILL ASSESS THE FOLLOWING ALTERNATIVES: 1) RECTANGULAR CONCRETE CHANNEL PER MDP, 2) RECANTANGULAR SOFT BOTTOM CHANNEL, 3) TRAPEZOIDAL CONCRETE SIDE SLOPE SOFT BOTTOM CHANNEL AND 4) COMBINED EARTHEN CHANNEL & SUBSURFACE STORM DRAIN OVERFLOW SYSTEM |
| 1.6) ASSESSMENT OF POTENTIAL SPECIAL CONCRETE STRUCTURES | \$8,500.00 | THE TEAM WILL UTILIZE THE STRUCTURAL CONSULTANT TO ASSESS THE POTENTIAL CONCRETE STRUCTURAL SECTIONS REQUIRED FOR CHANNEL SYSTEMS. THESE WILL BE BASED ON ROUGH ORDER ANALYSES. |
| 1.7) FLOODPLAIN ASSESSMENT & HYDRAULIC ANALYSES FOR ALTERNATIVES | \$18,000.00 | THE TEAM WILL PERFORM HYDRAULIC MODELS FOR THE 4 PROPOSED ALTERNATIVES USING HEC-RAS 1D OR WSPG MDOELS TO DETERMINE THE HYDRAULIC OPERATION OF THE CHANNEL SYSTEM. |
| 1.8) ALTERNATIVE COMPARATIVE ANALYSES & COST ESTIMATES | \$14,000.00 | THE TEAM WILL DEVELOP A MATRIX USING CHARACTERISTICS, SUCH AS KALMIA STREET IMPACTS, UTILITY CONFLICTS, FLOOD PROTECTION, HYDRAULIC EFFICIENCY, ENVIRONMENTAL CONSTRAINTS, R/W CONTRAINTS AND COST TO EVALUATE THE 4 ALTERNATIVES. USING A WEIGHTED FACTORING SYSTEM, APPROVE BY THE CITY, THE ANALYSES WILL BE USED TO PROVIDED A RECOMMENDED ALTERNATIVE. |
| 1.9) PROJECT DESIGN REPORT | \$7,300.00 | A PROJECT DESIGN REPORT WILL BE DEVELOPED FOR THE PROJECT DOCUMENTING THE HYDROLOGY, HYDRAULIC AND ALTERNATIVE ASSESMENT. THE PROJECT DESIGN REPORT WILL PROVIDED A RECOMMENDED ALTERNATIVE TO BE USED FOR THE 35% PLAN SET. |
| TASK #2 CEQA AND NEPA DOCUMENTATION & PERMITTING PROCESS | | |
| 2.1) PROJECT DESCRIPTION & TECHNICAL STUDIES | \$172,300.00 | Our Environmental Team will be performing all the traditional studies required to comply with CEQA and NEPA. Additionally, field survey will be conducted to assess the biological constraints within and adjacent to the proposed disturbance footprint of the project. The project will commence with the preparation of a project description and teh required tehcnical studies. After developing a jurisdictional constraints map, The Project Team will work together to assess channel alternatives, environmental impacts and mitigation measures for the project. The findings will be used to submit permit application to the resource agencies. The Project Team will develop an Initial Stuy with teh anticipation of processing a Mitigated Negative Declaration. The Environmental Team eill also prepare a Categorical Exemption under NEPA. |
| 2.2) FIELD INVESTIGATION, JURISDICTIONAL DELINEATION & MAPPING | | |
| 2.3) PERMIT APPLICATION PACKAGE FOR RESOURCE AGENCIES | | |
| 2.4) CULTURAL RESOURCE ASSESSMENT | | |
| 2.5) INITIAL STUDY PREPARATION | | |
| 2.6) FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION | | |
| TASK #3 GEOTECHNICAL INVESTIGATION | | |
| 3.1) FIELD EXPLORATION | \$20,750.00 | Field Exploration will be performed by the Project Team along the bottom or adjacent to the existing Line F Interim Channel and Kalmia Street. A total of 6 borings are proposed. |
| 3.2) GEOTECHNICAL REPORT & LABORTORY TESTING | | |
| TASK #4 SURVEYING & TOPOGRAPHICAL MAPPING | | |
| 4.1) RESEARCH OF RECORD MAPS | \$32,750.00 | The Project Team will utilize an aerial/topographical map dated 12/2018 as the design data. Traditional survey methods will be used along the channel and Washington Avenue & Kalmia to complement the aerial topogpgraphy. Moreover, the scope will include a boundary survey and a record of survey for the project area. Utilizing the aerial/topographical map for the area will allow PProject Team to survey the existing channel with traditional survey methods which will provide an accurate depiction of the existing channel. |
| 4.2) BOUNDARY SURVEY & BASE MAP | | |
| 4.3) FIELD SURVEY OF EXISTING STRUCTURES & KALMIA ROAD SECTIONS | | |
| 4.4) TOPOGRAPHY CHECK & RE-CERTIFICATION | | |
| TASK #5 EXISTING UTILITIES RESEARCH & COORDINATION | | |
| 5.1) UTILITY AGENCY OUTREAGH (REMOVED BY CITY REQUEST) | \$6,000.00 | A utility base map will be created for the project. A field reconnaissance will be performed to document and validate all existing utilities. A photograph log will be prepared for the project. The City will provide base files for all existing utilities by reaching out to utility entities. |
| 5.2) UTILITY BASE MAPPING | | |
| 5.3) 1 ST UTILITY NOTIFICAITON FOR PREFERRED ALTERNATIVE | | |
| 5.4) 2 ND UTILITY NOTIFICAITON FOR 35% PLANS | | |
| TASK #6 POTHOLING | | |
| 6.1) UTILITY CONFLICT MAP & POTHOLE EXHIBIT | \$500.00 | The Project Team will develop an exhibit identifying the potholes required for the project. |
| 6.2) POTHOLE REPORT (5 POTHOLE) | \$6,000.00 | A total of 5 potholes will be performed for the project based on a no-fee encroachment permit. |
| TASK #7 RIGHT-OF-WAY | | |
| 7.1) TITLE REPORTS FOR IMPACTED PARCELS (40 TITLE REPORTS) (REMOVED BY CITY REQUEST) | \$0.00 | The City will obtain Title Reports (6) for the boundary survey and Title Reports (4) as required for right-of-way acquisition. |
| 7.2) RIGHT-OF-WAY EXHIBIT | \$6,800.00 | The Project Team will prepare a Right-of-Way exhibit identifying the project right-of-way and easements aquisitions required for the project based on the requirements outline in Section B.7 of the RFQ (up to 4 exhibits - 1 per alternative - per RFQ description). |
| TASK #8 PRELIMINARY DESIGN (35% PLAN SET) | | |
| 8.1) 35% PLAN DEVELOPMENT FOR PREFERRED ALTERNATIVE | \$78,500.00 | The 35% Plans to conform to RCFC&WCD Drafting Manual & 30% Plan Set Requirements. Plan will be at a scale of 1"=20' for 2,400' of Open Channel. A total of 12 Sheet are anticipated. This includes a Title Sheet, 6-8 Plan & Profile Sheets, 1-2 Detail Sheet and 1 Survey Control Sheet. |
| 8.2) 35% DESIGN FOR MURRIETA CREEK & LINE F CONFLUENCE | \$8,500.00 | Due to challenges with connecting to Murrieta Creek and the environmental issues a Grading Sheet and Maintenance Plan Sheet are being proposed. |
| 8.3) 35% KALMIA STREET IMPROVEMENT PLANS | \$25,000.00 | This includes redesign fo Kalmia Street @ 1"=40' and connections to Washington Ave, 1st Ave, 2nd Ave, 4th Ave and 5th Ave Intersection Design. A total of 8 Sheet are anticipated. This includes a Title Sheet, 4 Plan & Profile Sheets, 1 Cross Section Sheets, 1 Intersection Design Sheet, and 1 Detail Sheet |
| 8.4) 35% PROJECT DESIGN REPORT | \$7,500.00 | The Preliminary Design Report prepared under Task #1 will be updated to be in confrmance with the improvement plans. |
| | \$467,900.00 | |
| TASK #9 PROJECT MANAGEMENT & PDT MEETINGS | | |
| 9.1) PROJECT MANAGEMENT & PDT MEETINGS | \$35,100.00 | Scope has provided a total of 180 Hours of Project Management and Coordination with City of Murrieta. This includes a total of 18 Monthly Meetings and 8 Coordination Meetings. Time will be billed as incurred based on Time & Materials. |
| TOTAL PROJECT COST | \$503,000.00 | |

EXHIBIT "C-1"



City of Murrieta
June 19, 2025

Re: Line F (Phase 1) – Project No. 25-489 / CIP 13059

Dear Mr. Frohman,

Thank you for considering JLC Engineering & Consulting, Inc. to provide engineering services for the above-mentioned project. Please find enclosed our proposed Hourly Fee Rate Schedule. The Fee Rate Schedule contains rates for JLC Engineering and for JLC's subconsultants.

Please do not hesitate to call if you have any questions. We look forward to working with you.

Sincerely,

JLC Engineering & Consulting, Inc.

A handwritten signature in blue ink, appearing to read "Joseph L. Castaneda".

Joseph L. Castaneda, PE
Principal

JC/mc

JLC HOURLY FEE RATE SCHEDULE

The following rates shall apply to services provided on a time-and material basis. Rates are reflected hourly.

General

| | |
|-----------------------------------|----------|
| President / Principal | \$185.00 |
| General Administration / Clerical | \$105.00 |

Civil

| | |
|----------------------------|----------|
| Project Manager | \$155.00 |
| Senior Project Engineer | \$120.00 |
| Project Engineer | \$105.00 |
| Design Engineer / Designer | \$100.00 |
| CADD Designer | \$85.00 |
| Senior CADD Drafter | \$75.00 |
| CADD Drafter | \$70.00 |

Construction Management

| | |
|-----------------------------|----------|
| Resident Engineer | \$120.00 |
| Assistant Resident Engineer | \$110.00 |
| Field Inspector | \$85.00 |

Survey

| | |
|--|----------|
| Three Person Survey Crew/GPS Crew | \$255.00 |
| Two Person Survey Crew / GPS Crew | \$230.00 |
| One Person Survey / GPS Crew | \$200.00 |
| Senior Project Manager / Project Manager | \$135.00 |
| Survey Analyst | \$110.00 |

GIS Specialist align="right">\$95.00

Litigation Consultant / Expert Witness align="right">\$375.00

Courier Services align="right">\$80.00

REIMBURSABLE EXPENSES

The following expenses will be billed at cost plus 12%:

Reproduction Services:

Includes blueprinting, copying, printing and plotting.

Rental Equipment and Fees:

Any equipment rental and any fees advanced by our firm including plan check and filing fees.

Commercial Delivery Services:

Including Express Mail, Federal Express, UPS, and independent courier services.

In-House Pick-Up and Delivery:

These services provided by our firm will be reimbursed at \$55.00 per hour. In addition, mileage will be billed at \$0.575 per mile with no markup.

Travel Expenses:

Mileage to and from the job site will be billed at a rate \$0.575 per mile with no markup.

Per Diem:

Per diem for overnight stays will be billed at \$150.00 per day, per man.

SUBCONSULTANT HOURLY FEE RATE SCHEDULE

The following rates shall apply to services provided on a time-and material basis. Rates are reflected hourly.

JS & TM Engineering

| | |
|--------------------|----------|
| Principal Engineer | \$195.00 |
| Project Engineer | \$195.00 |
| Senior Designer | \$195.00 |

MNS

| | |
|---------------------------------|----------|
| Project Manager | \$260.00 |
| Principal Regulatory Specialist | \$235.00 |
| Principal Planner | \$195.00 |
| Senior Planner | \$180.00 |
| GIS Technician | \$175.00 |
| Senior Biologist | \$160.00 |
| Associate Planner | \$150.00 |
| Regulatory Specialist | \$145.00 |

Plumb Line Surveying

| | |
|--|----------|
| Three Person Survey Crew/GPS Crew | \$255.00 |
| Two Person Survey Crew / GPS Crew | \$230.00 |
| One Person Survey / GPS Crew | \$200.00 |
| Senior Project Manager / Project Manager | \$135.00 |
| Survey Analyst | \$110.00 |

Kip Construction

| | |
|------------------|----------|
| Principal | \$185.00 |
| Field Technician | \$85.00 |

Rende Consulting Group

| | |
|-----------|----------|
| Principal | \$195.00 |
|-----------|----------|

Note: Reimbursable expenses for subconsultants will be billed in accordance with the terms specified in the JLC Engineering Fee Rate Schedule.

COMPREHENSIVE FEE SCHEDULE

Geocon West, Inc.

Geotechnical Engineering Services

The following pages contain the comprehensive fee schedule for Geocon West, Inc., our geotechnical engineering subconsultant.



2025 SCHEDULE OF FEES – RV25

Rates will increase by 3% at the start of each year, rounded up to the nearest dollar, for the duration of the contract.

Professional Services

| | |
|---|--|
| Word Processor/Non-Technical Assistant/Draftsman/Dispatcher | \$100/hr |
| Engineering Assistant/Lab Technician | \$100/hr |
| Engineering Field Technician (Earthwork/Compaction Testing/Backfill) | *\$90/hr |
| Special Inspector (Concrete, Rebar, Masonry, Welding, etc.) | *\$95/hr |
| Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles) | *\$115/hr |
| LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles) | *\$130/hr |
| Staff Engineer/Geologist | *\$130/hr |
| Senior Staff Engineer/Geologist | *\$140/hr |
| Project Engineer/Geologist | *\$150/hr |
| Senior Project Engineer/Geologist | *\$160/hr |
| Senior Engineer/Geologist | *\$175/hr |
| Associate Engineer/Geologist | *\$200/hr |
| Principal Engineer/Geologist/Litigation Support | \$400/hr |
| Attorney Fees (General) | \$500/hr |
| Deposition or Court Appearance | \$550/hr |
| Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hour minimum per call out) | 1.5 X Regular Hourly Rate |
| Sunday and Holiday Rate | 2 X Regular Hourly Rate |
| Minimum Field Services Fee per call-out, 4 Hours (if 4 hours or less), 8 Hours (if more than 4 hours and less than 8 Hours) | |
| Short-Notice Cancellation, 4 Hours (if after 4 pm of the day prior to the scheduled inspection time) | |
| Short-Notice Cancellation, 4 Hours (upon or after arrival at jobsite) | |
| | *Prevailing Wage (PW) California Labor Code §1720, et. Seq add \$55/hr |

Travel

| | |
|------------------------------|-------------------------|
| Personnel | Regular Hourly Rate |
| Subsistence (Per Diem) | Quote Based on Location |
| Vehicle Mileage | 0.75/mile |

Equipment, Materials

| | | | |
|---|-----------|---|-------------|
| Nuclear Density Gauge/Sand Cone Testing Equipment | *\$10/hr | Dynamic Cone Penetrometer | \$250/day |
| Vehicle | *\$10/hr | Generator or Air Compressor | \$200/day |
| Special Inspection Equipment | *\$10/hr | Hand-Auger | \$50/day |
| Pick-up Truck | \$175/day | Lath Bundle | \$100/ea |
| 55-Gallon Drum | \$75/ea | Manometer | \$200/day |
| AC Cold Patch | \$50/bag | Mobile Laboratory with Lab Technician | \$1,900/day |
| Gravel | \$50/bag | Perforated 3" PVC Pipe | \$55/10ft |
| Quick Set PCC Patch | \$50/bag | Sand Cone Testing Equipment | \$10/hr |
| Sand | \$50/bag | Schmidt Hammer | \$100/day |
| GPS Unit | \$200/day | Soil Sample Tube | \$15/ea |
| Battery-Powered Pump | \$100/day | Temp Marking Paint | \$20/can |
| Coring Machine (concrete, asphalt, masonry) | \$350/day | Water Buffalo | \$100/ea |
| Double Ring Infiltrometer | \$250/day | Water Level Indicator | \$75/day |
| Drive-Tube Sampler | \$75/day | | |

Laboratory Tests*

COMPACTION CURVES

| | |
|---|-----------|
| (D698/D1557/T99/T108) 4-inch mold | \$300/ea |
| (D698/D1557/T99/T108) 6-inch mold | \$300/ea |
| (CT 216) California Impact | \$300/ea |
| Check Point | \$125/ea |
| (D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3) | \$200/set |
| (D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.) | \$75/ea |
| (D1633/CT312) Soil Cement Comp. Strength (Set of 3) | \$350/set |
| (D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.) | \$125/ea |

SOIL AND AGGREGATE STABILITY

| | |
|---|----------|
| (D2844/CT301) Resistance Value | \$350/ea |
| (D2844/CT301) Resistance Value, Treated | \$350/ea |
| (D1883) California Bearing Ratio | \$600/ea |
| (C977) Stabilization Ability of Lime | 185/ea |
| (D1883) Calif. Bearing Ratio (Army Corp of Engineers) | 600/ea |

CHEMICAL ANALYSIS

| | |
|--|----------|
| (G187/CT643/T288) pH and Resistivity | \$175/ea |
| (D4972/T289) pH Only | \$75/ea |
| (CT417) Sulfate Content | \$125/ea |
| (CT422) Chloride Content | \$125/ea |
| (D2974) Organic Content | \$100/ea |

PERMEABILITY, CONSOLIDATION AND EXPANSION

| | |
|---|----------|
| (D5084) Permeability, Flexible Wall | \$270/ea |
| (D5856) Permeability, Rigid Wall | \$260/ea |
| (D2434) Permeability, Constant Head | \$280/ea |
| (D2434) Permeability, FHA Slab-on-Grade | \$110/ea |
| (D2434) Permeability, Hourly | \$55/ea |
| (D2435/T216) Consolidation (6 pts. w/ Unload) | \$400/ea |
| (D2435/T216) Consolidation Additional Point w/ Unload | \$90/ea |
| (D4546) Swell/Compression Testing & Density | \$125/ea |
| (D4546) Swell/Settlement Testing & Density (ea. addtl. pt.) | \$85/ea |
| (D4546) Swell/Settlement Testing & Density (County) | \$100/ea |
| (D4546) Swell/Settlement Testing & Density (FHA) | \$90/ea |
| (D4829) Expansion Index of Soils | \$250/ea |

STEEL TESTING

Reinforcing Steel Tests:

| | |
|--|----------|
| (A370) Tensile Strength & Elongation | |
| #11 Bar & Smaller | \$100/ea |
| #14 Bar | \$125/ea |
| #18 Bar (Proof Test) | \$150/ea |
| (A370) Bend Test | |
| #11 Bar & Smaller | \$50/ea |
| #14 & #18 Bar | \$75/ea |
| (A370) Tensile - Mechanically Spliced Bar | |
| #11 Bar & Smaller | \$175/ea |
| #14 Bar & Larger | \$225/ea |
| (A370) Tensile – Electric Resist. Butt Splice w/ Control | \$175/ea |
| (A370) Straightening of bar (if required) | \$50/ea |

Structural Steel Tests:

| | |
|--|------------|
| (A370) Machining & Prep of Test Specimen | Cost + 20% |
| (A370) Tensile Strength & Elongation | |
| Up to 200,000 lbs | \$125/ea |
| 200,000 – 300,000 lbs | \$150/ea |
| 300,000 – 400,000 lbs | \$175/ea |

Pre-stressing Wire & Tendon Tests:

| | |
|--|----------|
| (A421) Tensile Strength, Single Wire | \$175/ea |
| (A416) Tensile Strength, 7-Wire Strand | \$200/ea |

SOIL AND AGGREGATE PROPERTIES

| | |
|---|----------|
| (D422/T88) Particle Size, Hydrometer w/out Sieve | \$250/ea |
| (C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash | \$175/ea |
| (C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash | \$150/ea |
| (C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash | \$125/ea |
| (C117/D1140/T11) Materials Finer than #200 | \$115/ea |
| (D2216/T265/CT226) Moisture Content | \$40/ea |
| (D2487/D2488) Visual Soil Classification | \$40/ea |
| (D2937) Density of In-Place Soil, Drive-Cyl. Method | \$50/ea |
| (D4943) Shrinkage Factors of Soils, Wax Method | \$75/ea |
| (C131/C535/CT211) L.A. Abrasion Resistance | 250/ea |
| (C142/T112) Clay Lumps and Friable Particles | 155/ea |

SOIL AND AGGREGATE PROPERTIES (CONTD.)

| | |
|---|----------|
| (C123/T113) Light Weight Particles | \$250/ea |
| (D3744/CT229/T210) Durability Index Fine | \$200/ea |
| (D3744/CT229/T210) Durability Index Coarse | \$200/ea |
| (CT227) Cleanness Value | \$200/ea |
| (D4791) Flat & Elongated Particles | \$175/ea |
| (D693/CT205) Percent Crushed Particles | \$200/ea |
| (D5821) Percent. of Fractured Particles, Coarse Aggregate | \$200/ea |
| (C40/CT213/T21) Organic Impurities | \$100/ea |
| (C235) Soft Hardness (Scratch Hardness) | \$125/ea |
| (C88/CT214/T104) Sulfate Soundness | \$500/ea |
| (C1252/T304) Uncompact. Void Content, Fine Aggregate | \$175/ea |
| (C127/CT206/T85) Coarse Specific Gravity | \$150/ea |
| (C128/CT207/T84) Fine Specific Gravity | \$175/ea |
| (D854/CT209/T100) Specific Gravity of Soil | \$200/ea |
| (C29/CT212/T19) Unit Weight & Percent Voids | \$125/ea |
| (D2419/CT217/T176) Sand Equivalent | \$150/ea |
| (D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit) | \$250/ea |
| (D4318/CT204/T89) Liquid Limit | \$125/ea |
| (D4318/CT204/T90) Plastic Limit | \$125/ea |
| (C330) Spec. for Lightweight Aggregates, Struc. Concrete | Quote |

SHEAR STRENGTH

| | |
|---|-----------|
| (D2166) Unconfined Compression | \$100/ea |
| (D3080/T236) Direct Shear (3 points) | \$350/set |
| (D3080/T236) Direct Shear Addtl. Points/ea. residual pass | \$125/ea |
| (D2850) Unconsolidated-Undrained Triaxial Shear | \$115/ea |
| (D2850) Unconsolidated-Undrained Triaxial Staged | \$160/ea |
| (D4767) Consolidated-Undrained Triaxial Shear | \$265/ea |
| (D4767) Consolidated-Undrained Triaxial Staged | \$340/ea |
| (EM1110) Consolidated-Drained Triaxial Shear | \$375/ea |
| (EM1110) Consolidated-Drained Triaxial Staged | \$480/ea |

MASONRY**

Concrete Block Test (Sets of 3 Required):

| | |
|---|----------|
| (C140) Unit Weight Moisture Content & Absorption | \$350/ea |
| (C140) Moisture Content/Absorption (ea. addtl. specimen) .. | \$125/ea |
| (C140) Compression Test | \$300/ea |
| (C140) Compression Test (ea. addtl. specimen) | \$125/ea |
| (C426) Linear Drying Shrinkage | \$350/ea |
| (C109/UBC 21-16) Mortar Cylinder (2"x4") | \$30/ea |
| (C942) Grout Prism (3"x3"x6"), trimming included | \$35/ea |

Masonry Prism (Assemblage):

| | |
|---|----------|
| (C1314) 8"x8"x16" – 8"x12"x16" | \$200/ea |
| (C1314) 8"x16"x16" – 10"x12"x16" | \$225/ea |
| (C1314) 12"x12"x16" – 12"x16"x16" | \$250/ea |
| (C1314) Larger than 12"x16"x16" | Quote |

Laboratory Tests* (continued)

High Strength Bolt, Nut, & Washer Tests:

| | |
|---|----------|
| (A325/A490) Tensile Test on Bolts..... | \$100/ea |
| (A563) Proof Load Test on Nuts..... | \$100/ea |
| (A325/A490) Hardness Test on Bolts..... | \$50/ea |
| (A536) Hardness Test on Nuts..... | \$50/ea |
| (F436) Hardness Test on Washers..... | \$50/ea |

Weld Specimen Tests:

| | |
|--|------------|
| (E164) Ultrasonic Examination..... | Quote |
| Machining & Prep of Test Specimen..... | Cost + 20% |
| (E381) Macrotech Test (3 Faces)..... | \$355 |

ASPHALT TESTING

Asphalt Properties:

| | |
|--|----------|
| (D2726/CT308/T166) Bulk Spec. Grav. Compacted HMA..... | \$100/ea |
| (D1560/CT366) Stabilometer Value (HVEEM)..... | \$225/ea |
| (D2041) Theoretical Max Specific Gravity..... | \$200/ea |
| (D5444) Sieve Analysis of Extracted Asphalt..... | \$250/ea |
| (D6307/CT382) Percent Asphalt, Ignition Method..... | \$175/ea |
| (D1188) Unit Weight of Asphalt Core..... | \$95/ea |

MISCELLANEOUS TESTING SERVICES

Calibration of Hydraulic Ram:

| | |
|--------------------------|----------|
| 100 Ton & Under..... | \$250/ea |
| 101 Tons – 200 Tons..... | \$350/ea |

Use of Universal Testing Machine:

| | |
|----------------------------|-------------------|
| UTM with One Operator..... | \$400/ea |
| Additional Technician..... | Regular Tech Rate |

Spray Applied Fireproofing:

| | |
|--|----------|
| (E605/E736) Fireproofing Oven Dry Density/Thickness..... | \$125/ea |
|--|----------|

Brick Test (Set of 5 Specimens):

| | |
|---|-----------|
| (C67) 24-Hour Absorption, Cold Water..... | \$250/set |
| (C67) 5-Hour Absorption, Boiling Water..... | \$250/set |
| (C67) Compression Test or Modulus of Rupture..... | \$300/set |
| (C67) Each Additional Specimen..... | \$100/ea |

CONCRETE**

Mix Designs:

| | |
|---|----------|
| (ACI211/ACI214) Concrete Mix Design..... | \$450/ea |
| (ACI211/ACI214) Review of Concrete Mix Design..... | \$450/ea |
| (C192) Concrete Trial Mix (includes equipment & labor)..... | \$650/ea |

Concrete Properties:

| | |
|--|-----------|
| (C39/CT521/T22) Comp. Strength, Concrete Cyl..... | \$30/ea |
| (C42/CT521/T22) Comp. Strength, Concrete/Gunite Core..... | \$60/ea |
| (C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam..... | \$125/ea |
| (C174) Length Measuring of Drilled Cores..... | \$100/ea |
| (C1140) Shotcrete Panel-Coring & Testing (Set of 3)..... | \$350/set |
| (C1140) Shotcrete Panel (each addtl. specimen)..... | \$125/ea |
| (C496) Static Modulus of Elasticity..... | \$250/ea |
| (C496) Drying Shrinkage (Set of 3, up to 28 days)..... | \$650/set |
| (C642) Spec. Gravity, Absorp., Voids in Hardened Concrete..... | \$95/ea |

| | |
|---|---------|
| (F1869) Vapor Emission Rate, Concrete Subfloor..... | \$50/ea |
|---|---------|

*2X Surcharge on rush turn-around for laboratory testing.

**Fee applies for sample storage, testing, or disposal.

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
- Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is \$155.00 per day when location of work dictates.
- Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge.
- Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of \$50,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.
- Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of \$100,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. **Consultant shall perform Services as set forth in Exhibit A.**
- II. **Consultant shall deliver the following tangible work products to the City by the following dates.**

Preliminary Design Report by Summer 2026; Environmental Documentation by Spring 2027; 35% Level Design Plans and Bidding Documents by Spring 2027

- III. **The Department Contact may approve extensions for performance of the Services in accordance with Section 3.2.**

EXHIBIT E

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000 per accident for bodily injury and property damage**.

3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident for bodily injury or disease**. (Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.

5. Cyber: Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be

limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. Technology Professional Liability Errors & Omissions

(Only if vendor is providing a technology service (data storage, website designers, etc.) or product (software providers)

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Consultant's **insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance

and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant’s primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

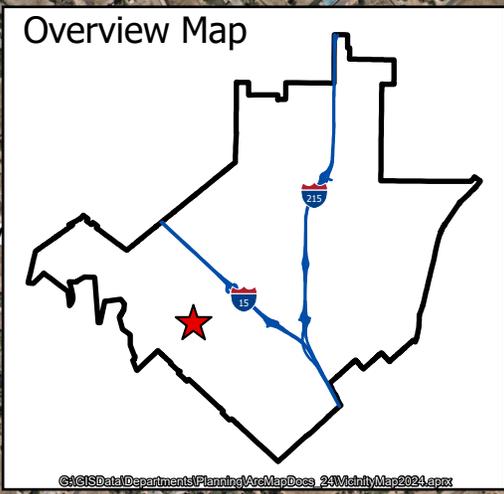
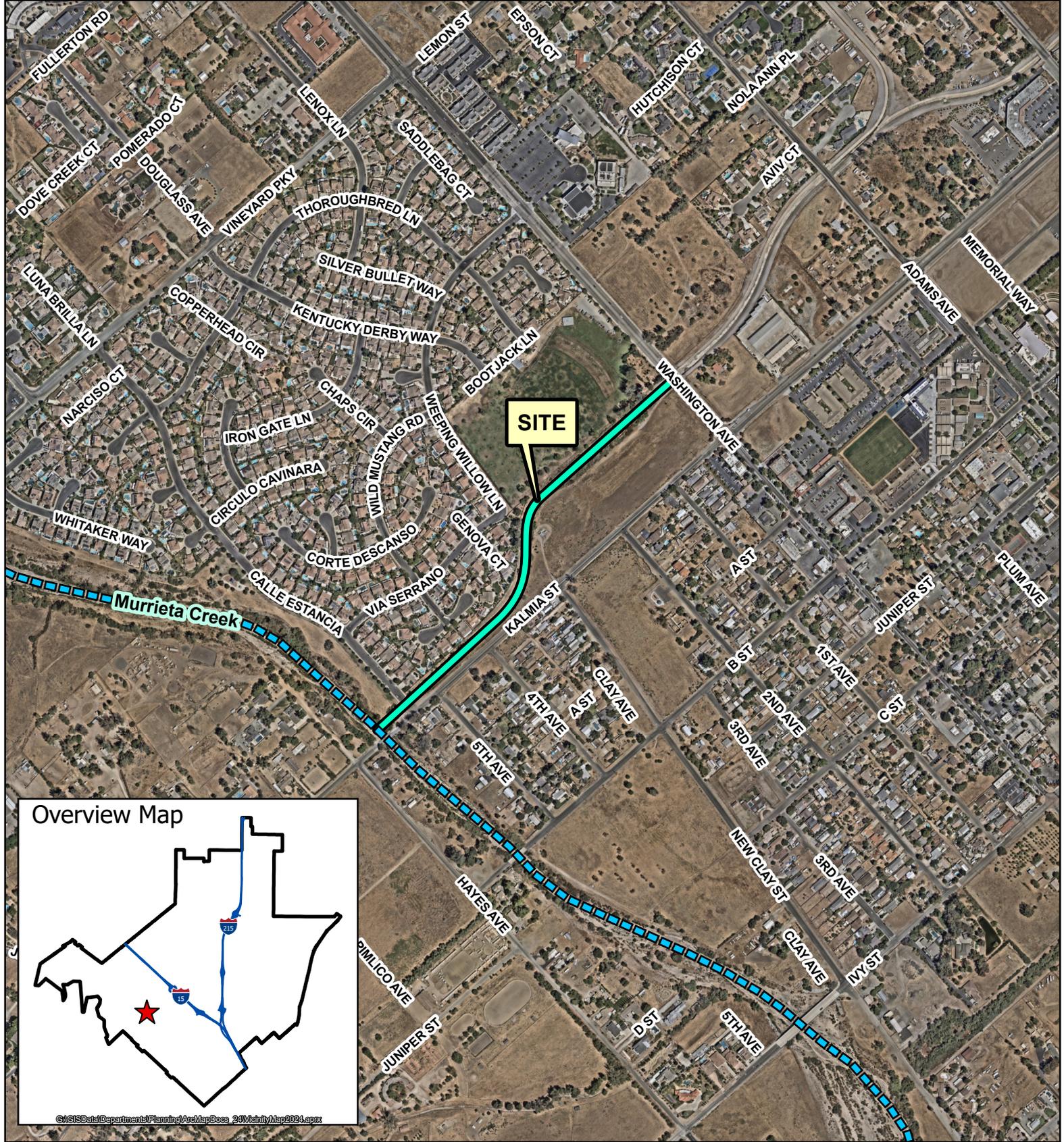
Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances

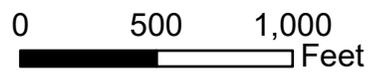
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT F
FEDERAL REQUIREMENTS
(Only applicable if required on cover page of agreement)



Line F Channel Project, CIP No. 13059

7/15/25



Vicinity Map

**Washington Ave
to
Murrieta Cre707**



CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 17.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Scott Agajanian, Economic Development Director

PREPARED BY: Martha Coleman, Management Analyst

SUBJECT: Development Impact Fee Reduction for Certain Commercial Lodging Land Uses

RECOMMENDATION

Adopt Resolution No. 25-4869 entitled: *A Resolution of the City Council of the City of Murrieta, California, Amending Resolution No. 25-4827 to Create A Tiered Development Impact Fee for Commercial Lodging Land Uses Excluding Time Shares, Short-Term Vacation Rentals and Properties Under Fractional Ownership.*

PRIOR ACTION/VOTE

On December 5, 2006, the City Council adopted Resolution No. 06-1651, adjusting the City's public facilities Development Impact Fee according to the Dodge Building Cost Index or a comparable index as authorized in the Murrieta Municipal Code (Vote: 5-0).

On September 16, 2008, the City Council adopted Resolution No. 08-2107, creating a tiered Development Impact Fee for Commercial Lodging Land Use in the City of Murrieta Council (Vote: 4-0-1).

On April 15, 2025, the City Council approved Resolution No. 25-4827, adopting the Development Impact Fee Schedule (Vote 4-1).

CITY COUNCIL GOAL

Aggressively pursue economic development.

BACKGROUND

The City of Murrieta's (City) current Development Impact Fee (DIF) program was established in 1998, based on a Master Facilities Plan and Development Impact Fee Calculation Report. Since then, the City has modified its DIFs based on updated Master Facilities Plans and Development Impact Fee studies prepared by financial services consultants and adopted by the City Council. Consistent with State law, Murrieta Municipal Code Chapter 16.36 (Development Code) ensures that impacts associated with new development in the City are properly mitigated through the construction of new public facilities and infrastructure and/or the acquisition of

land to preserve habitat and open space.

Pursuant to Section 16.36.030 of the Murrieta Municipal Code, a public facilities DIF must be paid for each new building constructed in a non-residential development or new square footage added to a building in a non-residential development, in an amount established by resolution of the City Council, prior to issuance of a building permit for that building. Non-residential developments include commercial, office, and industrial land uses.

The current DIF rate for Commercial Land Use is \$13.27/square foot of new building area. This amount applies to all types of commercial zoning, including Regional Commercial, Community Commercial, Neighborhood Commercial, Recreational Commercial, and Professional Commercial. Commercial uses include the general category of retail services and thus include outlets ranging from restaurants to auto repair shops to shopping centers. As such, commercial lodging land uses, such as hotels and motels, currently fall within this category and are required to pay the DIF for Commercial Land Use at a rate of \$13.27/square foot per the Fiscal Year 2025/26 Development Impact Fee.

Proposal

Hotels bring visitors to the City who pay Transient Occupancy Tax (TOT) and spend money in local restaurants and businesses, generating Sales Tax, which is one of the City's primary General Fund revenue sources to provide essential services. To encourage and attract higher quality hotels to develop in the City of Murrieta, staff recommends once again creating a tiered DIF structure for hotels based on the proposed amenities provided by the hotel being developed. The proposed categories are general quality indicators based on the hotel's amenities, including, but not limited to, business services, food services, hotel features, and room amenities based on the AAA Diamond Rating System. Although the proposed categories are general quality indicators, this rating system is a commonly accepted industry method of quantifying the quality of a hotel or motel in the travel and tourism industry.

Staff recommends the following DIF structure for commercial lodging land uses:

Category IV (AAA Five Diamond Rating): 0% of the Commercial Land Use DIF/square foot

Category III (AAA Four Diamond Rating): 25% of the Commercial Land Use DIF/square foot

Category II (AAA Three Diamond Rating): 50% of the Commercial Land Use DIF/square foot

Category I (AAA Approved Rating): 75% of the Commercial Land Use DIF/square foot

Staff recommends that the City Council adopt the attached Resolution No. 25-4869 to include this proposed tiered DIF structure for commercial lodging land uses into the annual DIF update as adopted by Resolution No. 24-4827, as amended from time to time, to establish an update to the Public Facilities Development Impact Fee Schedule on an annual basis based on the California Construction Cost Index (CCCI). The fee structure is based on a base DIF rate of \$13.27 per square foot, with a discount applied for each diamond level the hotel achieves.

Staff evaluated the benefits to the overall community as a result of developing higher-quality hotels. It is anticipated that such hotels will generate an increased amount of: (a) transient occupancy tax, as higher-quality hotels charge higher rates; (b) sales tax, due to the increased sales of goods and services procured by the guests and staff of the hotel; and c) property tax, resulting from increased property values. Additionally, higher-quality hotels will attract other prime developments, further increasing profitable engagement from tourists and business travelers. Encouraging first-rate hotels and developments is consistent with the City

Council's goal of promoting economic development within the community.

The City has determined, based on the 2024 Development Impact Fee Study and Master Facilities Plan conducted by Willdan Financial Services, that the tiered public facilities development fee is proper and bears a reasonable relationship to the expected benefit each category of hotel will provide to the city based on the higher-quality development to be constructed.

Staff will determine the category (I, II, III, IV) to be used in calculating the DIF amount for hotel developments. This decision will be based on the amenities being offered at the proposed hotel, according to the attached AAA Lodging Approval Requirements & Diamond Rating System. A hotel must meet the requirements for each specific category. A developer may apply for reconsideration of the category rating according to the procedures outlined in the City of Murrieta Municipal Code section 16.36.050. Properties excluded from the DIF Reduction Program proposed here include Time-Shares, Short-Term Vacation Rentals, and properties under Fractional Ownership. The final determination of the hotel diamond rating category and the Development Impact Fee will be at the discretion of the Director of Development Services and is appealable only to the City Manager.

FISCAL IMPACT

The City anticipates collecting less total Development Impact Fees (DIF) as a result of the tiered fee amounts for higher-quality hotels. It is also anticipated that higher-standard hotels will generate increased amounts of Transient Occupancy Taxes, along with increased sales and property taxes, which will be offsetting the reduction in DIF. Premium hotels will attract other high-end developments, aligning with the City Council's goal of aggressively pursuing economic development.

ATTACHMENTS

1. Development Impact Fee Reduction for Commercial Lodging
2. Resolution No. 25-4869



Hotel Requirements & Diamond Guidelines



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Section One

AAA DIAMOND PROGRAM

For more than 80 years, our AAA Diamond program has provided independent and trusted travel guidance for our members and B2B travel groups.

AAA's 62 million members book more than 31% of all paid room nights in North America, and they rely on our assurance that every Diamond-designated property has met our standards for guest safety and housekeeping.

Our team of professionally trained experts perform unannounced inspections that include both physical examination and scientific measurement to ensure cleanliness and conditions that meet member expectations.

54,000 hotels and restaurants are currently Diamond-designated from Approved to Five Diamond based on the quality of the experience, range of amenities and level of hospitality members can expect.

More informative, consistent, and reliable than unverified user ratings, AAA Diamonds help members find the perfect fit for their travel occasion and budget.

Travelers rely on the quick-glance AAA Diamond designation and the full picture descriptive details found in AAA travel information and trip planning tools.

This means exposure for designated properties to AAA members in the resources they use to make travel planning and buying decisions – and eligibility for logo licensing and advertising programs for increased visibility and reach.



**all AAA
inspectors
are full-time AAA
associates,
independent, &
professionally trained**



Section Two

THE INSPECTION PROCESS

The inspection process includes three parts:

1. **Apply for an inspection** using the form available at AAA.biz/Diamonds.
2. **Fulfill AAA Diamond Program requirements** and receive the AAA Diamond designation.
3. **Achieve your AAA Diamond designation** calculated from objective scores recorded during the inspection and subjective elements based on the inspector's professional experience and training.

PART 1: APPLY FOR AN INSPECTION

By applying for – and/or consenting to – an inspection, you agree to allow AAA to publish your property information and the respective Diamond designation in our digital and printed travel information. Currently listed establishments need not reapply, as our inspectors routinely reassess AAA Diamond properties.

To expedite the application process, we suggest the following approach:

- Verify your property's eligibility by reviewing the AAA Diamond Program requirements. Properties must meet all Diamond Program requirements to be valid applicants.
- Complete and submit the Hotel Inspection Application (pdf).
- Complete and submit the Hotel Application Processing Fee Form (pdf). The nonrefundable application processing fee helps offset the costs of validating property information; it does not guarantee an inspection or influence the outcome.

Important notes:

- If our records indicate past disqualifying issues, you may be asked to provide written documentation and receipts of the corrective action taken since then.
- AAA does not guarantee an immediate inspection of all properties that apply, and we reserve the right to apply priority consideration to those demonstrating the highest degree of AAA member value according to the following criteria:
 - PREFERRED LOCATION
 - NEWLY BUILT / RENOVATED
 - REPUTATION
 - HIGH DEGREE OF CLEANLINESS AND COMFORT
 - APPROPRIATELY MAINTAINED CONDITIONS
- We will provide written notice of your application status as soon as possible after completing our review.
- If your property is selected for inspection, the unannounced visit will occur within one year of the application date as we have an inspector available in your area.
- Basic listings in AAA travel products are provided without charge to AAA Diamond properties and those designated as FYIs.

For more information, review our Applications FAQ.

What to Expect During the AAA On-Site Inspection

Introduction, Interview

On arrival (unannounced), the AAA inspector will speak with a property representative for a brief, but extremely important, interview to:

- Collect factual information for potential use in AAA travel products.
- Be advised by you of any recent changes and/or plans for improvement.
- Answer your questions.



Property Assessment

Following the interview, the inspector will request a tour of all public areas and a cross section of guest rooms.

We strongly encourage owner/management and key personnel to participate during the inspection as our inspector will point out strengths and weaknesses of your property as appropriate*.

***This valuable, no-cost dialogue is unique to the AAA inspection process.**

FIRST: PROPERTIES MUST MEET ALL AAA DIAMOND PROGRAM REQUIREMENTS TO BE DESIGNATED AS A AAA DIAMOND PROPERTY.

Diamond Program requirements are common-sense qualifications AAA/CAA members say are essential to their satisfaction and professional operators routinely seek to achieve.

Second, During evaluations, inspectors assess each attribute of the property against a common set of guidelines and assign the most appropriate designation that will provide the best match in meeting AAA member expectations. **The property will then be assigned a Diamond designation.**

More details on the requirements and designation guidelines are found on the next pages.

Assessment Summary

AAA will provide you an Inspection Summary by email which includes your property's status and the Diamond designation (if applicable)*.

***This valuable information is unique to the AAA inspection process.** Additional inspection detail is available for a small fee by request. Visit AAA.com/Diamonds.

For more information, review our Inspections FAQ.

PART 2: FULFILL AAA DIAMOND PROGRAM REQUIREMENTS

AAA DIAMOND PROGRAM REQUIREMENTS REFLECT THE MINIMUM ACCEPTABLE STANDARDS AS ESTABLISHED THROUGH MEMBER FEEDBACK*. [*This research is unique to the AAA inspection process.](#)

To be designated as a AAA Diamond property, an establishment must pass inspection by meeting the following requirements:

Cleanliness and Condition

1. All facilities associated with a property are clean and well maintained throughout.
2. At a minimum, each guest unit is thoroughly cleaned, with complete bed and bath linens changed between guest stays.
3. Basic housekeeping services and supplies are available on request.
4. All indoor areas are properly heated, air-conditioned and/or ventilated to ensure guest comfort.

Management and Style of Operation

Businesses will:

5. Provide AAA/CAA members value in all aspects of operation.
6. Cater primarily to transient rather than residential guests, with four or more private units available for AAA/CAA members.
7. Maintain compliance with all local, state and federal codes.

Owners/Operators will:

8. Assist AAA in the resolution of AAA/CAA member complaints.
9. Accommodate unannounced AAA property inspections within 20 minutes of notice.
10. Conduct business in a professional and ethical manner — providing attentive, conscientious service to guests.
11. Place AAA/CAA members in AAA inspected guest units only. Overflow buildings or guest units associated with the property, but not inspected by AAA, are not acceptable accommodations.
12. Provide a responsible representative readily accessible at all times to address guest needs or requests.
13. Provide guests 24-hour access to communications for emergency or critical information.

Owners/Operators will not:

14. Use AAA branding (logo, Diamond designations, badges) without AAA's explicit permission.

Exterior and Public Areas

Businesses will have:

15. Accurate, legible signage in appropriate areas (e.g., entry, corridors, walkways, stairways, landings, parking areas).
16. Good illumination in all public areas (e.g., entry, corridors, walkways, stairways, landings, parking areas).
17. Procedures in place to ensure all facilities associated with a property and provided for guest use (e.g., restaurant, health club, gift shop, recreational facilities) meet all appropriate AAA Diamond Program requirements.

Guest Rooms

Each guest unit will have:

18. A clean and comfortable bed with a mattress pad, two sheets, two pillows with pillowcases, and an appropriate bed covering.
19. A nightstand or equivalent by each bed, a chair, a waste container, drawers/shelving and a clothes-hanging area.
20. Adequate shades, drapes, blinds or treatments to cover all windows or other transparent areas to provide guest privacy.
21. An adequate level of soundproofing to muffle exterior sounds.
22. An active light switch at the main entry.
23. Good overall illumination to include direct lighting at a chair, stationary writing surface (if present) and at each bed.

24. Exterior/hallway facing door(s) equipped with a functional primary lock **and** a secondary deadbolt lock.

Primary lock is a keyed mechanism that allows the door to be locked from the outside. Passkeys are strictly controlled and available only to recognized guests and essential associates for routine room access (e.g., management, housekeeping/ maintenance staff, security).

Secondary lock is a mortised, deadbolt-locking mechanism with a one-inch throw extending from the edge of the door into the door frame. This extra device affords guests a certain level of privacy. Unlike the primary lock passkeys, master keys for secondary locks are available only to essential associates and only for emergency purposes (e.g., management or security).

Secondary Lock Variances

In certain instances, the requirement for secondary locks may be modified to allow exceptions or provide increased guest security. The most common are noted below. AAA claims the right of final arbitrator in all decisions related to locks.

Sliding Glass Doors – Each sliding door must be equipped with an effective locking device. An effective secondary security lock is required on all ground-floor doors and those accessible from common walkways and adjoining balconies.

French Doors – In addition to the deadbolt lock, surface-mounted slide bolts must be installed at the top and bottom to secure the stationary/auxiliary door. These bolts must extend into the upper doorframe and the lower doorframe or floor and must be strong and sturdy mechanisms.

25. Working deadbolt lock(s) on each door to connecting guest units or maintenance corridors.
 26. A viewport or window (convenient to the door) for each entry door.
 27. A working lock for each window in a ground floor unit.
 28. A working smoke detector.

Guest Bathrooms

Each guest unit will have:

29. A private bathroom solely dedicated for use by the guest(s).
 30. A toilet, sink with adequate shelf space, mirror, convenient electrical outlet and a tub/shower with a non-slip surface.
 31. Good overall illumination to include direct lighting at the mirror(s).
 32. Two bath towels, two hand towels, two face cloths and two cups/glasses.
 33. Toilet tissue, a cloth bath mat, and two bars of soap or equivalent.
 34. Non-porous surfaces (e.g., floors, walls, baseboards) in all toilet areas.

AAA DIAMOND PROGRAM REQUIREMENTS AND DIAMOND GUIDELINES - WHAT'S THE DIFFERENCE?

AAA's Diamond Program comprises two distinct components. The *Diamond Program requirements* are uncompromising, mandatory standards that result in one of two outcomes: achieving a AAA Diamond designation or not. The *Diamond Guidelines*, applied only to properties that meet the Diamond Program requirements, are somewhat flexible. The overall designation is based on a prevalence of expected attributes and the inspector's professional judgment in the context of thousands of property inspections.

Properties must meet all AAA Diamond Program requirements to be designated as a AAA Diamond property.

Diamond Program requirements are common-sense qualifications AAA/CAA members say are essential to their satisfaction and professional operators routinely seek to achieve.

Properties must meet most AAA Diamond Guidelines for a particular designation to be assigned that Diamond designation.

The Diamond Guidelines reflect attributes typically — but not universally — observed throughout a lodging industry segment. Therefore, the lack of some components listed for a Diamond designation does not necessarily preclude the achievement of that designation. During evaluations, inspectors assess each attribute of the property and assign the most appropriate designation that will provide the best match in meeting AAA member expectations.

Not all guidelines apply to all property types. For example, a swimming pool is not expected at a bed and breakfast, but is essential at a resort hotel. Additionally, downtown hotels may lack extensive landscaping features in comparison to what is typical in more rural locations. AAA inspectors apply only those Diamond Guidelines applicable for the property classification.

PART 3: ACHIEVE YOUR AAA DIAMOND DESIGNATION

AAA DIAMOND PROGRAM

AAA DIAMOND DESIGNATIONS FOR HOTELS REPRESENT A COMBINATION OF THE OVERALL QUALITY, RANGE OF FACILITIES, AND LEVEL OF HOSPITALITY OFFERED BY A PROPERTY. The widely recognized and trusted AAA Diamond designations help members choose hotels that will meet their needs and expectations.

AAA’s Diamond Guidelines indicate what is typically found at each designation level — from simple economy to highly personalized luxury. The Diamond designation is determined based on a compilation of all property characteristics, with a focus on the overall guest experience rather than on individual elements. While properties at the same Diamond designation may have variations in the attributes offered, a predominance of characteristics drives the Diamond designation.

The inspector’s Diamond designation recommendation is based on both the Diamond Guidelines and professional judgment — an essential component of the assessment. Our inspectors are North America’s travel experts, immersed in the hospitality industry on a daily basis as they conduct more than 24,000 hotel inspections per year.

What the Diamond designations mean:



Diamond designations are based on quality of the experience, range of amenities and level of hospitality.



Noteworthy by meeting the industry-leading standards of AAA inspections.



Comprehensive amenities, style and comfort level.



Upscale style and amenities enhanced with the right touch of service.



World-class luxury, amenities and indulgence for a once-in-a-life-time experience.

Glossary

When you see the following terms used in the following Diamond Guidelines pages, please refer back to this page for more information.

- **Connective Technology/Connectivity** – The integration of technology and information systems that allow guests and hotel operators to interact effectively.
- **Decorative** – Obvious ornamental embellishment with attractive results.
- **e.g.** – For example. Items following are only examples of what is typical and should not be interpreted as a required appointment.
- **Leading Edge** – Most advanced in their profession; luxuriant, luxury materials, highly fashionable/grand design and functionality working in sync to provide a sumptuous level of comfort.
- **Luxurious** – Characterized by opulence, sumptuousness, or rich abundance; extremely comfortable, elegant or enjoyable.
- **Modest/Modestly Enhanced** – More than basic; slight enhancement; limited in size or scope.
- **Upscale** – Obviously high grade; upmarket, luxurious feel; cohesive designs; not just the latest trend.

Key Notes:

- **Additional Impressions** – All areas may be subject to point additions/subtractions related to key member experience factors pertaining to comfort, design and layout, or other unique features. Note: AAA/CAA members express significant dissatisfaction with additional non-use fees (e.g., “resort fees”, safes, microwaves, refrigerators, etc.). Free and effective internet bandwidth within the guest room is also a typical guest expectation.
- **Additional Features** – Some features and amenities (recreation facilities, microwaves, coffeemakers, iron, etc.) are not measured on a Diamond scale, but are factored into the overall property designation based on availability and/or general quality according to AAA member expectations for the designation level.
- **Exceptions** – Not all of the Diamond Guidelines will apply to all property types. AAA inspectors will only use the sections of the Diamond Guidelines that are appropriate for the property classification in assessing the overall Diamond designation. If an attribute exists at the property, it will be measured accordingly.



Exterior



GENERAL CURB APPEAL

Increased quantity, variety and/or coordination of materials

Modest design and effect

Decorative materials
Well-coordinated and distinctive design

Significantly enhanced design effect

Upscale materials
Substantial, cohesive and impressive design

Upscale effect

Luxurious materials
Leading-edge design and effect

BUILDING STRUCTURE & DESIGN

Modest enhancements to materials, design and/or function e.g., roof mansard, gable, cupola, window shutters/sashes, siding, columns, railings

Significant decorative enhancements to materials, design and/or function in the most prominent structural areas, such as the façade

Obvious distinctive effect e.g., enhanced roofs, window treatments/moldings, stone/ veneer accents or balconies

Upscale enhancements
Substantial, cohesive and impressive design and effect throughout the property footprint

Grand architectural features
Leading-edge design and effect throughout the property footprint

LANDSCAPING

Modest enhancements to quantity, variety of plants and/or landscape materials

Some surroundings reflect a coordinated design of moderate visual interest

Significant, decorative enhancements to quantity, variety of plants and/or landscape materials

Overall decorative design

Creates an obvious visual interest in most areas

The entire grounds are professionally planned and manicured with an extensive use of appropriate, mature plants and landscape materials

Cohesive, upscale design that withstands seasonal weather conditions

At least one upscale accent feature e.g., statuary, water feature, serenity garden

Luxuriant landscape materials
Leading-edge design and effect that withstands seasonal weather conditions

Multiple upscale accent features are meticulously integrated by design e.g., statuary, water feature, serenity garden

**MAIN
ENTRANCE**



Modest enhancements to materials, design and/or function

Covered entry door

If covered entry has drive-through capability, capacity is limited to one-car width

One additional feature e.g., bench seating, double entry doors, automatic entry doors, revolving doors, entry vestibule, enhanced façade or driving surface



Significant decorative enhancements to materials, design and function

Covered drive-through entry capacity is appropriate for the size of the lodging (minimum two-car width or depth)

At least three additional features e.g., bench seating, double entry doors, automatic entry doors, revolving doors, entry vestibule, enhanced façade or driving surface



Upscale materials, design

Covered drive-through entry with capacity greater than two-car width and depth

At least three additional features e.g., bench seating, double entry doors, automatic entry doors, revolving doors, entry vestibule, enhanced façade or driving surface



Luxurious materials
Leading-edge design and effect

Covered drive-through entry with capacity greater than two-car width and depth

Expanded drive or courtyard

Additional Guest Impressions and Features

The following items are not assigned a Diamond designation, but are factored into the overall assessment of the exterior/public areas.

Location – The impression made by the location of the property, proximity to attractions or natural features.

Parking – The availability of free and convenient parking for guest vehicles.



Public Areas



GENERAL VIBE (DÉCOR STYLE & AMBIENCE)

Modest enhancements to materials and/or design

Increased function and/or coordination

Enhanced level of comfort

Distinctive style

Significant enhancements to materials and/or design

Well-coordinated, with increased functionality; open-concept designs that facilitate social interaction

Obvious degree of comfort

Upscale materials, design and/or function

Well-coordinated, with increased functionality; open-concept designs that facilitate social interaction

Exceptional degree of comfort

Luxurious materials

Leading-edge design and effect

Exceptional degree of comfort

FREE FLOOR SPACE

Obvious restrictions due to size and/or placement of appointments; constricted appearance

Limited restrictions, as placement of appointments is well-proportioned to area size and traffic flow

Area size and placement of appointments provide an obvious degree of spaciousness allowing increased ease of movement for guests

Area size and placement of appointments provide an abundance of space that contributes to the ultimate level of comfort and relaxation

FURNITURE QUALITY & DESIGN

Modest enhancements to materials or design

Increased function and/or coordination

Provides an adequate level of comfort

Significant enhancements to materials or design

Well-coordinated with increased functionality

Provides an enhanced degree of comfort

Upscale materials e.g., granite/stone, solid wood, polished metals, high-gloss lacquers, veneer finishes with solid wood accents, high-grade laminate insets

Upscale design and/or function e.g., antiques, leather, plush padding, designer fabric, sculptured shape, crisp line

Luxurious materials

Custom workmanship

Leading-edge design and effect

Exceptional degree of comfort

Exceptional degree of comfort



Enhanced front desk
e.g., size or design

Multiple guest
service capability



Enhanced front
desk/pods/alternative
check-in methods

Multiple guest
service capability

Part of a spacious
common area

Uniformed staff



Enhanced front
desk/pods/alternative
check-in methods

Multiple guest
service areas
e.g., front desk, bell
stand, concierge,
video kiosk

Part of a spacious
common area

Uniformed staff



Enhanced front
desk/pods/alternative
check-in methods

Multiple guest
service areas
e.g., front desk, bell
stand, concierge,
video kiosk

Part of a spacious
common area

Uniformed staff

Staffed concierge
area (minimum 16
hrs./day and 7 days/
week)

**GUEST
SERVICE
AREA(S)**

Modestly enhanced
design, materials,
positioning and/or
function

Good level of overall
illumination

Decorative and well-
coordinated design,
materials and/or
function

Well-positioned

Good level of overall
illumination

Fixtures reflect
upscale design

Well-positioned

Excellent level of
overall illumination
enhances the
intended use of the
space

Custom fixtures of
outstanding quality

Well-positioned

Excellent level of
overall illumination
enhances the
intended use of the
space

Leading-edge
illumination effect
that provides day/
night transition

ILLUMINATION

Expanded overall
capacity

Multipurpose hard
and soft seating

Expanded overall
capacity

Expanded capacity
for each function
(soft seating, dining,
workspaces)

Expanded overall
capacity

Expanded capacity
for each function
(soft seating, dining,
workspaces)

Multiple
conversational
groupings

Expanded overall
capacity

Expanded capacity
for each function
(soft seating, dining,
workspaces)

Multiple
conversational
groupings

**SEATING
LAYOUT**

One semi-private
area (away from
traffic flow)

Multiple semi-private
areas (away from
traffic flow)

DECORATIVE ENHANCEMENTS



Common artwork with enhanced frame(s) -Or- other modest appointments e.g., live plants, floral displays, prints, assorted pieces, sculptures, accent wall, water features, fireplace



Well-coordinated, decorative framed artwork or appointments that provide distinctive appeal e.g., live plants, floral displays, prints, assorted pieces, sculptures, accent wall, water features, fireplace



Well-coordinated, decorative framed artwork or appointments

Varied assortment that provides a thematic upscale appeal e.g., live plants, floral displays, prints, assorted pieces, sculptures, accent wall, water features, fireplace



Well-coordinated, decorative framed artwork or appointments

Varied assortment that provides a thematic upscale appeal

Variety of styles and accent pieces e.g., custom artwork, limited edition prints, canvas art, tapestries, or lithographs with enhanced matting and preservation frames, assorted artisan pieces, sculptures

CONNECTIVE TECHNOLOGY

Wireless internet access available throughout the property e.g., multiple routers, consistent signal strength

Convenient electrical outlets

Wireless internet access available throughout the property e.g., multiple routers, consistent signal strength

Convenient electrical outlets

Workspaces with USB or other alternative charging capability

Additional connectivity options e.g., interactive electronic reader board with local information, boarding pass kiosk, device available for electronic check-in/ check-out, RFID keys, mobile device check in

Superior internet speed and capacity available throughout the property e.g., multiple routers, consistent signal strength

Remote guest service access through mobile device

One additional technology feature e.g., mobile device room key access, wireless charging systems, advanced business computing equipment

Superior internet speed and capacity available throughout the property e.g., multiple routers, consistent signal strength

Advanced guest connectivity capability across all guest interactions (front desk, bell service, concierge, maintenance, food and beverage, housekeeping, recreation)

One additional technology feature e.g., mobile device room key access, wireless charging systems, advanced business computing equipment

Leading-edge technology

ELEVATOR



Elevator is available for guest use in all multi-story buildings

Landing includes at least one accent feature
e.g., chair/sofa, table, lamps/wall sconce, phone, artwork, mirror, flowers/plants



Elevator is available for guest use in all multi-story buildings

Elevator includes decorative appointments

Landing includes multiple accent features
e.g., chair/sofa, table, lamps/wall sconce, phone, artwork, mirror, flowers/plants



Multiple elevators

Upscale appointments

Landings are recessed and include multiple accent features
e.g., chair/sofa, table, lamps/wall sconce, phone, artwork, mirror, flowers/plants

Additional service elevator is available for staff use



Multiple elevators

Elevator cabs have additional features
e.g., high speed, destination dispatch, dual call button panels, television, music, card key access, voice indicators

Landings are recessed and include multiple accent features
e.g., chair/sofa, table, lamps/wall sconce, phone, artwork, mirror, flowers/plants

Additional service elevator is available for staff use

Leading-edge effect





Designated room on site

Three pieces of cardio/strength equipment

At least four amenities:
Mirrors
Television
Water cooler
Towels
Clock
Sanitizer

Designated room on site

Four or more pieces of professional grade equipment

Mirrors
Television
Water cooler
Towels
Clock
Sanitizer

Additional personal training options e.g., free weights, benches, floor mats, physio balls, toning bars/rollers

Specialized, high-impact flooring

Multiple televisions or individual televisions for each piece of cardio equipment

One additional amenity e.g., infused water, bottled water, chilled towels, aromatherapy scents, ear buds, fresh fruit

Upscale facility

Full array of state-of-the-art fitness equipment appropriate with room count

Provides an obvious degree of spaciousness

Additional personal training options e.g., free weights, benches, floor mats, physio balls, toning bars/rollers

Specialized, high-impact flooring

Multiple televisions or individual televisions for each piece of cardio equipment

Three or more additional amenities e.g., infused water, bottled water, chilled towels, aromatherapy scents, ear buds, fresh fruit

Leading-edge facility

Full array of state-of-the-art fitness equipment appropriate with room count

Provides an obvious degree of spaciousness

Luxurious health club environment with attendants

Personal training options / guided programs

In-room exercise programs available

Specialized, high-impact flooring

Multiple televisions or individual televisions for each piece of cardio equipment

Comprehensive array of amenities

Dressing area includes lockers, showers and restrooms

Athletic gear available

EXERCISE FACILITY

FOOD & BEVERAGE OUTLETS

RESTAURANT

OR

BREAKFAST AREA

RESTROOMS



One quick-service outlet on site



One full-service restaurant

Lounge or bar area

Grab-and-go option available



Upscale, full-service restaurant i.e., comparable to a Three Diamond restaurant

Separate lounge or bar area

Room service available for breakfast, lunch and dinner



Multiple outlets including an upscale, full-service restaurant i.e., at least one is comparable to a Four Diamond restaurant

Separate lounge or bar area

Room service available 24/7

OR

Expanded breakfast including at least one hot item e.g., waffles/pancakes, eggs, breakfast meats

Dedicated area with modest restrictions due to size and/or placement of appointments

Limited seating is available

Television

Expanded breakfast includes multiple hot items e.g., waffles/pancakes, eggs, breakfast meats

Appointments are well-proportioned to area size, with appropriate seating for the size of the establishment

Television

Clearly refined menu

Full service

Upscale surroundings

Appointments are well-proportioned to area size, with appropriate seating for the size of the establishment

Television

Not applicable

Restroom available

Decorative appointments

Multiple restrooms in a convenient location (If property has expanded meeting facilities, then additional restrooms are available in proportion)

Upscale appointments

Multiple restrooms in a convenient location (If property has expanded meeting facilities, then additional restrooms are available in proportion)

Multiple locations

First-class with luxurious appointments

Multiple restrooms in a convenient location (If property has expanded meeting facilities, then additional restrooms are available in proportion)

Multiple locations

SIGNAGE THROUGHOUT PROPERTY



Modestly enhanced materials, design
Limited locations



Decorative materials, design enhancements
Ample locations



Intuitive, upscale materials, design and location
Ample locations



Custom materials, intuitive design
Creatively placed for a leading-edge effect
Ample locations

SUNDRIES & SHOPS

Modest selection of amenities available at the front desk

Dedicated sundry area

Upscale gift shop providing a wide variety of merchandise

Upscale gift shop providing a wide variety of merchandise

OR

AND

In vending machine e.g., toothbrush/paste, razors, mouthwash, shower caps, combs

Conventional gift shop offering a moderate variety of merchandise e.g., health and beauty items, food, beverage, basic technology accessories and reading materials

Convenient access to a variety of first-class shops

Convenient access to a variety of first-class shops

SWIMMING POOL



Pool area reflects the use of modest materials and design

Limited amount of furniture in simple or mixed styles



Well-appointed with decorative features and enhanced design

Good variety of comfortable, coordinated pool furniture



Well-appointed with upscale materials and design

Good variety of comfortable, coordinated pool furniture

Includes at least one additional feature e.g., hot tub, whirlpool spa, steam room, sauna, fountain, waterfall, zero-entry, infinity edge, children's splash pad, kiddie pool, water slide

Food and beverage service is available poolside



Luxurious materials

Leading-edge appointments e.g., in-pool seating, sculptures, water feature, exotic plants and gardens, stone/tile surfaces with designer inlays

Good variety of upscale pool furniture

Includes at least one additional feature e.g., hot tub, whirlpool spa, steam room, sauna, fountain, waterfall, zero-entry, infinity edge, children's splash pad, kiddie pool

Additional poolside amenities e.g., cabanas, Bali beds, umbrellas, lotions, food and beverage outlet

Attendants on duty

Food and beverage service is available poolside

Additional Guest Impressions and Features

The following items are not assigned a Diamond designation, but are factored into the overall assessment of the exterior/public areas.

Additional Recreational Facilities/Programs – The availability of substantial on-site recreational facilities.

Spa – The availability of on-site spa facilities.

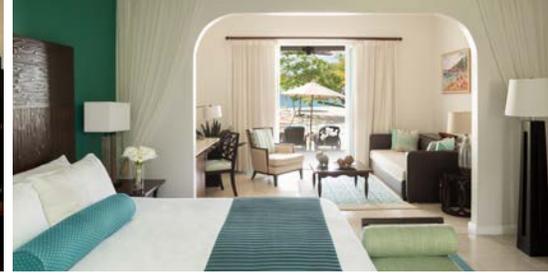
Resort / Non-use Fee(s) – A detraction for the automatic collection of separate fees for facilities, amenities or services regardless of guest use.

Overall Impression – The overall aesthetic impression of the design and functionality.

Comfort – The degree to which design and functionality contributes to physical ease and well-being.

Aesthetic Spaces – Freestanding indoor/outdoor areas (by design) that are pleasing to the senses.

Other – Unique attributes or other standout features or experiences.



Guest Rooms



VIBE (DÉCOR STYLE)

Modest enhancements to materials, design

Increased function and/or coordination

Adequate level of comfort

Significant enhancements to materials, design

Well-coordinated, with increased functionality

Enhanced degree of comfort

Comprehensive design reflecting streamlined, trendy, contemporary or traditional styles

Upscale materials, design and/or function

Well-coordinated, with increased functionality

Exceptional degree of comfort

Luxurious materials
Leading-edge design and effect

Exceptional degree of comfort

BED/BEDDING

Modestly enhanced materials, design (headboard, bed base, mattress and bed covering) e.g., quilted or soft top mattress, duvet

Bed linens are smooth to touch

Pillows are of an enhanced grade (thick cluster fiber)

Decorative headboard e.g., upholstered, multiple textures, shelving, reading lights, oversize mural

Mattress includes comfort enhancement e.g., pillow top, foam padding

Bed linens are smooth to touch

Pillows are of an enhanced grade (thick cluster fiber)

Three accent features to bed linens e.g., triple sheeting, overstuffed duvet, skirting, wrapped box spring, bed throw/scarf, multiple pillows, embroidered pillow cases/shams

Upscale materials

Oversize or custom made headboard, bed base, mattress

Bed linens are very soft to the touch and tightly woven

Pillows are of an upscale grade e.g., down, natural memory fibers, hypo-allergenic, gel

Three accent features to bed linens e.g., triple sheeting, overstuffed duvet, skirting, wrapped box spring, bed throw/scarf, multiple pillows, embroidered pillow cases/shams

Luxurious materials

Leading-edge effect

Bed linens have a luxuriously soft, silk-like feel

Pillows are of an upscale grade e.g., down, natural memory fibers, hypo-allergenic, gel

Three accent features to bed linens e.g., triple sheeting, overstuffed duvet, skirting, wrapped box spring, bed throw/scarf, multiple pillows, embroidered pillow cases/shams

| |  APPROVED |  THREE DIAMOND |  FOUR DIAMOND |  FIVE DIAMOND |
|---------------------------------------|---|---|--|---|
| FREE FLOOR SPACE | <p>Obvious restrictions due to size and/or placement of appointments; Overall appearance is constricted</p> | <p>Limited restrictions, as placement of appointments is well-proportioned to room size and traffic flow</p> | <p>Room size and placement of appointments provide an obvious degree of spaciousness allowing increased ease of movement for multiple guests</p> | <p>Room size and placement of appointments provide an abundance of space that contributes to the ultimate level of comfort, privacy and relaxation for multiple guests</p> |
| FURNITURE QUALITY & DESIGN | <p>Modest enhancements to materials, design</p> <p>Adequate function and/or coordination</p> <p>Adequate level of comfort</p> | <p>Significant enhancements to materials, design</p> <p>Well-coordinated, with increased functionality</p> <p>Enhanced degree of comfort</p> | <p>Upscale materials e.g., granite/stone, solid wood, polished metals, high-gloss lacquers, veneer finishes with solid wood accents, high-grade laminate insets</p> <p>Upscale design and/or function e.g., antiques, leather, plush padding, designer fabric, sculptured shape, crisp line</p> <p>Exceptional degree of comfort</p> | <p>Luxurious materials</p> <p>Custom workmanship</p> <p>Leading-edge design and effect</p> <p>Exceptional degree of comfort</p> |
| ILLUMINATION | <p>≥ Three lighting fixtures reflect modest enhancements to materials, design, functionality and/or placement</p> <p>Good level of overall illumination</p> | <p>≥ Four lighting fixtures reflect decorative materials, design</p> <p>Well-positioned from multiple sources</p> <p>Good level of overall illumination at each key task area</p> | <p>≥ Four lighting fixtures reflect upscale materials, design</p> <p>Well-positioned from multiple sources</p> <p>Superior functionality provides for ambience options e.g., dimmers, point lighting, multiple switches, remote control and/or natural light sources</p> <p>Excellent level of overall illumination</p> | <p>≥ Four custom lighting fixtures of outstanding quality</p> <p>Well-positioned from multiple sources</p> <p>Superior functionality provides for ambience options e.g., dimmers, point lighting, multiple switches, remote control and/or natural light sources</p> <p>Excellent level of overall illumination</p> <p>Leading-edge illumination ef. 731</p> |



MIRROR

Full-length mirror

Unframed/beveled

OR

Simple metal/wood frame

Full-length mirror

Decorative frame/design enhancement

Full-length mirror

Upscale frame/design enhancement

Multiple locations, sizes and/or styles

Full-length mirror

Custom frame/design enhancement e.g., luxurious materials, artistic design, oversized, multiple viewing angles

Multiple locations, sizes and/or styles

SEATING LAYOUT

Seating for one guest

Adequate level of comfort

Seating for two guests

Enhanced desk chair (ergonomic or coordinated with décor)

Chair positioned for television viewing

Enhanced degree of comfort

Seating for three guests e.g., loveseat, sofa or two chairs (in addition to desk chair)

Enhanced desk chair (ergonomic or coordinated with décor)

Chair positioned for television viewing

One additional furniture piece

Exceptional degree of comfort

Seating for three guests e.g., loveseat, sofa or two chairs (in addition to desk chair)

Enhanced desk chair (ergonomic or coordinated with décor)

Furniture layout clearly designed for small grouping

Two additional furniture pieces

Exceptional degree of comfort



Modestly enhanced open wall-mounted clothes rack

Detachable wood or heavy metal/plastic hangers



Embellished open, recessed area or enclosed area or freestanding armoire

Drawers/shelving available

Ample space (for two guests)



Upscale quality enclosure

Closet can enclose full-length apparel

Matching, open-hook, wood/sculptured plastic hangers (heavy gauge with metal hook)

Some with skirt or pant hanging attachments

Ample supply (for two guests)

Two or more additional features e.g., illumination, drawers, shoe rack, walk-in capability, two or more shelves, upgraded luggage racks/designer style benches



Upscale quality enclosure

Closet can enclose full-length apparel

Comprehensive selection of hangers for ≥ three guests

At least two satin hangers

Closet is illuminated

Three or more additional features e.g., illumination, drawers, shoe rack, walk-in capability, two or more shelves, upgraded luggage racks/designer style benches

**STORAGE/
SHELVING**

32-inch flat-panel

Channel directory

Two additional features e.g., all-in-one multimedia hub, high-definition channels, free/pay movie channels, digital art/property information, mood effects, multiple viewing angles, acoustic board, smart TV functionality, streaming capability, surround sound

40-inch flat-panel

Channel directory

Cables and cords are hidden from view

Three additional features e.g., all-in-one multimedia hub, high-definition channels, free/pay movie channels, digital art/property information, mood effects, multiple viewing angles, acoustic board, smart TV functionality, streaming capability, surround sound

43-inch flat-panel

Channel directory

Cables and cords are hidden from view

Four additional features e.g., all-in-one multimedia hub, high-definition channels, free/pay movie channels, digital art/property information, mood effects, multiple viewing angles, acoustic board, smart TV functionality, streaming capability, surround sound

> 43-inch flat-panel

Seamlessly integrated with room design

Channel directory

Cables and cords are hidden from view

Five additional features e.g., all-in-one multimedia hub, high-definition channels, free/pay movie channels, digital art/property information, mood effects, multiple viewing angles, acoustic board, smart TV functionality, streaming cap **733**, surround sound

**TELEVISION
TYPE &
PLACEMENT**



FLEXIBLE, USABLE SURFACES

(JUDGED ON THE BASIS OF AVAILABLE SURFACE SPACE)

Small task table or alternative work/writing surface

Medium-size desk, task table or alternative work/writing surface

Large-size desk, task table or alternative work/writing surface

Large-size desk, task table or alternative work/writing surface

Electrical outlet and USB port near surface

Multiple electrical outlets and USB ports near surface

Multiple electrical outlets and USB ports near surface

Work space is appropriately enhanced by unique style/design

Uncluttered, with efficient functionality

VENTILATION

Heat and air conditioning available on demand

Conveniently located through-wall HVAC units

Central system

Central system

Conveniently located through-wall HVAC units

Modern and quiet

Digital thermostat control on wall

Quiet and inconspicuous form and function

Easily accessible controls

Digital thermostat control on wall

Digital thermostat control on wall

DECORATIVE ENHANCEMENTS

Common artwork with enhanced frame(s) -Or- other modest appointments e.g., live plants, floral displays, prints, assorted pieces, sculptures, accent wall, water features, fireplace

Well-coordinated, decorative framed artwork or appointments that provide distinctive appeal

Well-coordinated, upscale framed artwork or appointments

Well-coordinated, luxurious framed artwork or appointments

Varied assortment of styles and accent pieces that provide a thematic upscale appeal

Varied assortment of styles and accent pieces that provide a leading edge or luxurious appeal e.g., custom artwork, limited edition prints, canvas art, tapestries, or lithographs with enhanced matting and preservation frames, assorted artisan pieces, sculptures

Additional Guest Impressions and Features

The following items are not assigned a Diamond designation, but are factored into the overall assessment of the guest room.

Technology – The overall impression of the technology features.

Microwave – A microwave oven is present in each guest room.

Refrigerator – A refrigerator is present in each guest room.

Robes – A robe is present in each guest room (two in doubles).

Slippers – A set of slippers is present in each guest room (two sets in doubles).

Safe – A safe is present in each guest room.

Internet – Wireless internet access in guest rooms is offered free, or at an additional cost.

Overall Impression – The overall aesthetic impression of the design and functionality.

Comfort – The degree to which design and functionality contributes to physical ease and well-being.

Other – Unique attributes or other standout features or experiences.





Bathrooms



VIBE (DÉCOR STYLE)

Modest enhancements to materials, design

Increased function and/or coordination

Adequate level of comfort

Significant enhancements to materials, design

Well-coordinated, with increased functionality

Enhanced degree of comfort

Comprehensive design reflecting streamlined, trendy, contemporary or traditional styles

Upscale materials, design and/or function

Well-coordinated, with increased functionality

Exceptional degree of comfort

Luxurious materials

Well-coordinated, with increased functionality to provide leading-edge design and effect

Exceptional degree of comfort

VANITY AREA

(JUDGED ON THE BASIS OF AVAILABLE SURFACE SPACE)

Modestly-enhanced materials, design; limited free space e.g., poured acrylic, cultured marble/granite, ceramic tile

Decorative materials, design; adequate free space e.g., quartz, granite

Upscale materials, design; spacious design e.g., marble or other solid stone

Multiple counters and/or shelves

Upscale materials, design; spacious design e.g., marble or other solid stone

Multiple counters and/or shelves; multiple sinks

Leading-edge effect

FREE FLOOR SPACE

Obvious restrictions due to size and/or placement of appointments; constricted appearance (If vanity area is separate from the toilet area, it is positioned in plain view of the guest room)

Modest restrictions, as placement of appointments is well-proportioned to room size and traffic flow (If vanity area is separate from the toilet area, it is positioned in restricted view from the rest of the guest room)

Room size and placement of appointments provide an obvious degree of spaciousness, allowing increased ease of movement

Room size and placement of appointments provide an abundance of space that contributes to the ultimate level of comfort and relaxation for multiple guests

ILLUMINATION



Modestly enhanced lighting fixtures e.g., enhanced plastic cover, tube lighting



Decorative lighting fixtures
Multiple locations



Upscale design and materials
Multiple locations
Illuminated shower
Excellent level of overall illumination at each location



Upscale design and materials
Multiple locations
Illuminated shower
Custom function(s) provides for ambience options e.g., dimmers, point lighting, multiple switches, and/or natural light sources
Leading-edge illumination effect

MIRROR

Modest design/size enhancement e.g., framed, beveled, etched

Proportionately sized

Decoratively framed/ designed e.g., floating, illuminated

Proportionately sized

Upscale materials, design

Makeup mirror

Upscale materials, design

Leading-edge effect e.g., television, defogger

Illuminated makeup mirror

PERSONAL CARE

(IF ECO-FRIENDLY OPTIONS EXIST, DISPENSERS MUST COORDINATE WITH VIBE/DÉCOR STYLE AS DESCRIBED PREVIOUSLY)

Two medium-size bars of soap (or equivalent)

Two bottled items (or equivalent)

Multi-piece personal care package includes:

- Two large-size bars of soap (or equivalent)
- Three bottled items (or equivalent)

Decorative presentation

Multi-piece personal care package includes:

- Two large-size bars of soap (or equivalent)
- Four bottled items (or equivalent)
- Two additional items

Enhanced by fragrance, natural supplement, packaging, etc.

Upscale presentation

Comprehensive and luxurious selection of fashionable bath products

Ample-size bars of soap and bottled items (or equivalent)

Leading-edge effect



SHOWER CURTAIN/ DOOR

Modest materials, design enhancement

Lightweight curtain e.g., vinyl/polyester
-Or- lightweight glass door with aluminum frame

Decorative materials, design

Double curtain
-Or- glass door with aluminum frame
-Or- door-less design

Upscale materials, design e.g., linen texture, hemp, cotton/cotton-poly blend

Double curtain
-Or- heavyweight glass door with/without metal frame
-Or- door-less design

Leading-edge effect

Double curtain
-Or- heavyweight glass door with/without metal frame

Additional luxury enhancement (etched, frosted, embossed, tinted, upscale custom hardware, etc.)

SHOWER FIXTURES

Metal or plastic
Adjustable settings

Decorative materials, design and enhanced function e.g., rain showerhead, oversize wall-mounted showerhead, massage feature

Upscale materials, design

One custom water feature e.g., body jets, hand-held sprayers, multiple showerheads, oversize ceiling rain shower, panel systems, steam shower

Upscale materials, design

Multiple custom water features e.g., body jets, hand-held sprayers, multiple showerheads, oversize ceiling rain shower, panel systems, steam shower

TOILET

Two-piece, elongated (with lid)

Two-piece, elongated (with lid)

Decorative design enhancement

Upscale design
-Or- increased functionality

Recessed area

Upscale design
-Or- increased functionality

Enclosed toilet-only area

TOWELS



Modest enhancements in design, lightweight
 Rough to touch
 Low absorbency
 Displayed on bars and/or shelves



Modest enhancements in design, medium weight
 Soft to touch
 Medium absorbency
 Displayed on bars and/or shelves



Upscale design, heavyweight
 Plush to touch
 Firm, self-supporting feel
 Premium cotton with high absorbency



Luxurious appearance, with intricate and detailed enhancements to design
 Heavyweight
 Plush to touch
 Firm, self-supporting feel
 Premium cotton with high absorbency
 Generous-size towels or bath sheets

TUB/SHOWER SURROUND

Modest enhancement to materials, design e.g., acrylic, ceramic tile, cultured marble/granite

Decorative materials, design
 Ceramic tile/solid surface
 Tub and shower height soap dishes

Upscale materials, design
 Solid surface e.g., marble, granite, stone or glass/porcelain tiles
 Tub and shower height soap dishes

Upscale materials, design
 Solid surface e.g., marble, granite, stone or glass/porcelain tiles
 Leading-edge effect
 Custom treatment
 Integrated seating/shelving

Additional Guest Impressions and Features

The following items are not assigned a Diamond designation, but are factored into the overall assessment of the bathroom.

Overall Impression – The overall aesthetic impression of the design and functionality.

Comfort – The degree to which design and functionality contributes to physical ease and well-being.

Other – Unique attributes or other standout features or experiences.

AAA Four & Five Diamond Designations

These prestigious designations are achieved by a small percentage of all AAA Diamond properties — typically the most luxurious and pampering properties throughout North America. Less than one-half of one percent of AAA Diamond hotels receive the Five Diamond designation, while only six percent receive the Four Diamond designation. Establishments at these Diamond designations must consistently reflect upscale and extraordinary characteristics in their physical attributes and guest services.



Four & Five Diamond Service Expectations

AAA FOUR DIAMOND PROPERTIES

Properties identified by AAA as potential candidates for the Four Diamond designation must employ competent, full-time personnel and systems to provide guests with a comprehensive level of hospitality. Key guest service interaction points are:

- Phone Operations
- Arrival and Departure
- Check In/Out
- Luggage Assistance
- Room Delivery
- Housekeeping
- General / Concierge Services

AAA FIVE DIAMOND PROPERTIES

Properties identified by AAA as potential candidates for the Five Diamond designation undergo multiple unannounced evaluations by a AAA inspector and a final decision by a panel of experts. Properties that receive the Five Diamond designation are subject to rigorous on-site assessments of all guest service areas. Each section is assigned a point value based on the overall levels of competency, refinement and hospitality.



2023 AAA Five Diamond Service Criteria

Pre-Arrival Services

- Website provides rate structure and availability in an easy to use format
- Website provides a comprehensive overview of facilities and services
- Initial call to property is properly received by a live attendant or easy to use automated system
- Attendant thanks caller for contacting the property
- Attendant provides an appropriate introduction to guest
- Attendant addresses caller by name as appropriate for the manner of the guest
- Attendant anticipates caller's needs or offers a personalized recommendation
- Attendant exhibits competent/accurate knowledge of all associated facilities and hours of operation
- Attendant confirms details of reservation and special request
- Attendant exhibits a sincere desire to meet and comply with all guest requests
- Attendant is efficient and sensitive to the manner of the guest
- Attendant extends an appropriate closing
- Property provides an email reservation confirmation within 24 hours of booking

ARRIVAL SERVICES

- Cars in queue are acknowledged and appropriately handled on arrival
- Attendant promptly approaches vehicle and opens door when appropriate
- Attendant extends an appropriate welcome
- Attendant provides an appropriate introduction
- Attendant confirms guest's name
- Attendant uses guest's name as appropriate for the manner of the guest
- Attendant explains parking procedures including any digital request capability (if available)
- Valet parking is offered
- Attendant promptly offers to unload luggage
- Attendant explains luggage handling procedures
- Attendant provides unsolicited direction to registration area
- Attendant anticipates guest's needs or offers a personalized recommendation
- Attendant is efficient and sensitive to the manner of the guest
- Attendant exhibits a sincere desire to meet and comply with all guest requests
- Attendant or lobby greeter escorts guest to the appropriate area
- Attendant extends an appropriate closing

CHECK IN SERVICES

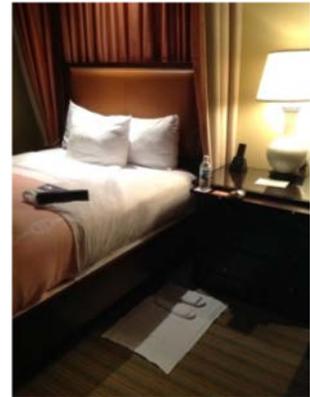
- Attendant extends an appropriate welcome
- Attendant provides an appropriate introduction
- Attendant confirms guest's name during initial greeting
- Attendant graciously acknowledges pre-arrival request
- Attendant discreetly uses guest's name as appropriate for the manner of the guest
- Attendant gathers and provides information in a discreet manner to protect guest security and privacy
- Preregistered guests are not solicited for additional information
- Attendant confirms rate and type of room
- Attendant discreetly provides room number
- Attendant provides all registration materials to the guest in a manner that is convenient for the guest
- Attendant exhibits a sincere desire to meet and comply with all guest requests or inquires
- Attendant anticipates guest needs or offers a personalized recommendation
- Attendant is efficient and sensitive to the manner of the guest
- Guest is escorted to room when appropriate or is provided thorough direction
- Attendant extends an appropriate closing

LUGGAGE SERVICES (CHECK IN)

- Luggage delivered before guest, with guest escort or within five minutes of guest's initial arrival to room
- Attendant extends an appropriate greeting
- Attendant uses guest's name as appropriate for the manner of the guest
- Attendant takes the initiative in providing property information
- Attendant anticipates guest's needs or offers a personalized recommendation
- Attendant exhibits a sincere desire to meet and comply with all guest requests
- Attendant places luggage on luggage stand or in appropriate area
- Attendant explains features and functions of room, including technology and connectivity features
- Attendant offers to fill ice bucket or ice is already provided
- Attendant is efficient and sensitive to the manner of the guest
- Attendant extends an appropriate closing

EVENING HOUSEKEEPING SERVICES

- Attendant folds back or removes bedding as appropriate
- Attendant straightens bathroom
- Attendant refolds toilet tissue point
- Attendant cleans soiled surfaces
- Attendant replaces or straightens (if reuse elected by guest) used towels
- Attendant replenishes depleted amenities as appropriate
- Attendant empties wastebasket
- Attendant adjusts drapes as appropriate
- Attendant adjusts room lighting
- Attendant delivers complimentary amenity
- Attendant refreshes ice
- Attendant replaces used glasses
- Attendant leaves printed nighttime sentiment for guest
- There is additional evidence of personalized services



GUEST REQUESTS

- Service phone extension is answered within three rings or guests have ability to make requests via digital platform (texting or mobile application)
- Guest request is acknowledged
- Guest is offered additional service or recommendation
- Guest is given an appropriate fulfillment time for request
- Guest request is handled with a sense of urgency
- Request is graciously handled by staff on phone or digital system is intuitive and easy to use.
- Item or service is received promptly, or at requested time
- Delivery attendant is easily identifiable/appropriately attired
- Delivery interaction includes the use of guest's name as appropriate for the manner of the guest
- Service is available 24/7

IN-ROOM DINING (ORDER SERVICES)

- Menu includes ingredients and dishes in keeping with other upscale dining option(s) offered at the property
- Service number is answered within three rings, or instant access is available through other device/system
- Operator extends an appropriate greeting
- Operator uses guest's name as appropriate for the manner of the guest
- Operator exhibits a sincere desire to meet and comply with all guest requests
- Operator anticipates guest's needs or offers a personalized recommendation
- Operator repeats order to guest for confirmation
- Operator is efficient and sensitive to the manner of the guest
- Operator provides time estimate for delivery (within 30 minutes)
- Operator extends an appropriate closing

IN-ROOM DINING (DELIVERY SERVICES)

- Delivered within five minutes of operator's commitment
- Attendant extends an appropriate greeting
- Attendant uses guest's name as appropriate for the manner of the guest
- Attendant exhibits a sincere desire to meet and comply with all guest requests
- Attendant confirms tray/table placement
- Attendant is appropriately conversant during set-up and delivery
- Attendant reviews guest order
- Attendant asks guest's permission to prepare table, pour beverage and remove food cover(s); acts accordingly
- Food presentation and quality of ingredients reflect an upscale experience
- All appropriate dishware and linens are of an upscale quality
- All food is served at the proper temperature
- All food is prepared and delivered as ordered
- Attendant provides written or spoken instructions for table/tray removal
- Attendant is efficient and sensitive to the manner of the guest
- Attendant extends an appropriate closing
- Trays/tables are removed within 15 minutes, on request



CONCIERGE SERVICES

- Dedicated concierge is on duty or access is available for guest use 24/7 via phone or digital system
- Attendant extends an appropriate greeting
- Attendant uses guest's name as appropriate for the manner of the guest
- Attendant exhibits a sincere desire to meet and comply with all guest requests
- Attendant anticipates guest's needs or offers a personalized recommendation
- Attendant demonstrates an extensive knowledge of area attractions and services
- Attendant demonstrates first-hand local knowledge beyond common internet search capability
- Attendant graciously fulfills guest's request(s)
- Attendant is efficient and sensitive to the manner of the guest
- Attendant extends an appropriate closing

LUGGAGE SERVICES (CHECK OUT)

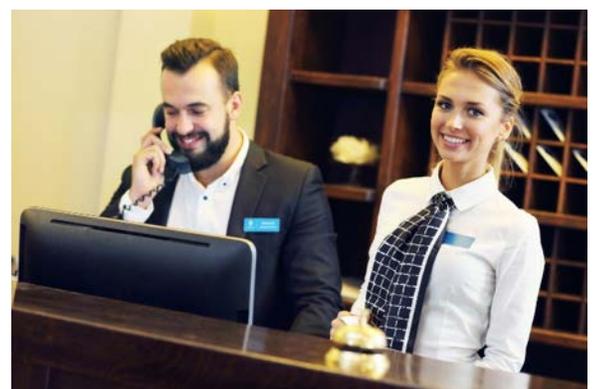
- Phone extension is answered within three rings or guests have ability to request luggage assistance via digital platform (texting or mobile application)
- Guest is offered additional service or recommendation
- Guest is given an appropriate time to expect luggage assistance at guest room
- Request is graciously handled by staff on phone or digital system is intuitive and easy to use.
- Attendant arrives within ten minutes of request
- Attendant extends an appropriate greeting
- Attendant uses guest's name as appropriate for the manner of the guest
- Attendant exhibits a sincere desire to meet guest needs
- Attendant anticipates guest's needs or offers a personalized recommendation
- Attendant is appropriately conversant with guest while providing assistance
- Attendant inquires about, or checks for, guest belongings possibly left behind
- Attendant is efficient and sensitive to the manner of the guest
- Attendant extends an appropriate closing

CHECK OUT SERVICES

- Alternative check out methods are available (mobile/ online/ in-room device)
- Attendant recognizes waiting guests appropriately
- Attendant extends an appropriate greeting
- Attendant confirms guest's name
- Attendant uses guest's name as appropriate for the manner of the guest
- Attendant inquires about guest stay / engages in conversation with guest
- Attendant exhibits a sincere desire to meet and comply with all guest requests
- Attendant offers options for reviewing folio
- Attendant confirms payment method
- Attendant offers to email folio and confirms address
- Attendant expresses a sincere thank you for staying at the property
- Attendant sincerely encourages guest to return
- Attendant anticipates guest's needs or offers a personalized recommendation
- Attendant is efficient and sensitive to the manner of the guest
- Attendant extends an appropriate closing

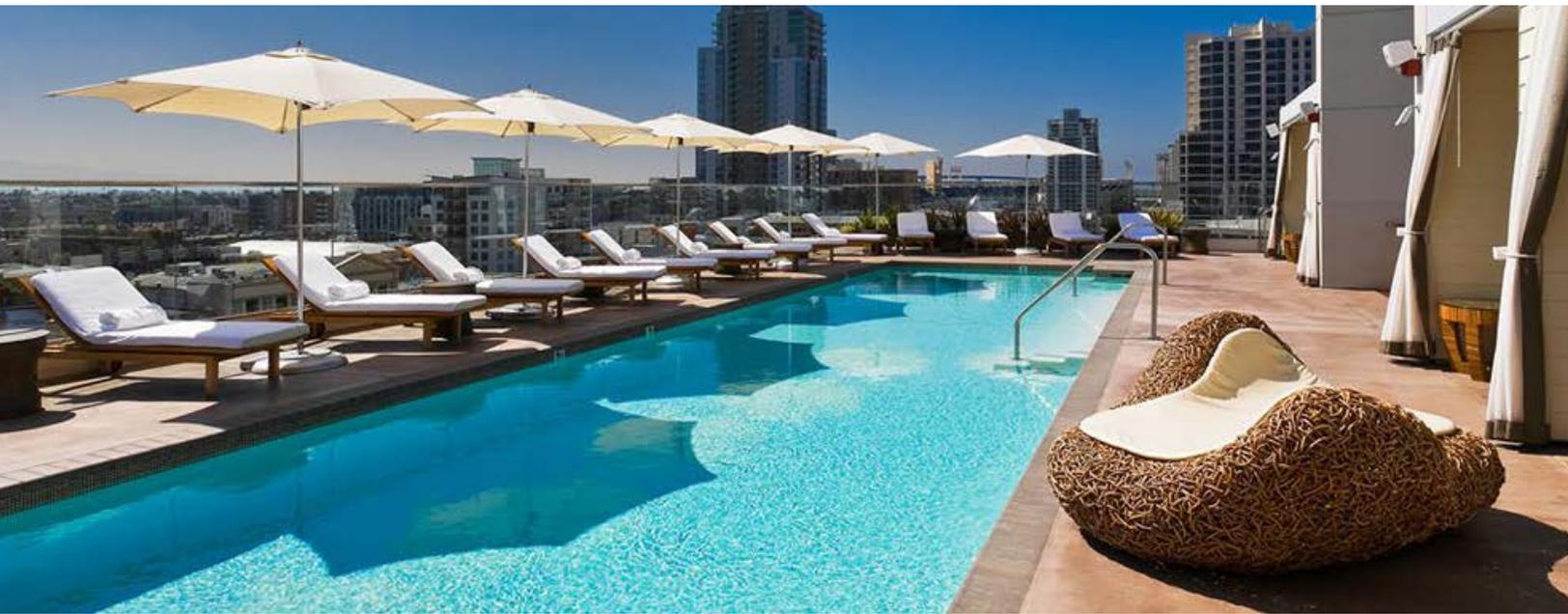
DEPARTURE SERVICES

- Given adequate notice, the guest's vehicle is waiting or alternate transportation is readily available
- Attendant extends an appropriate greeting
- Attendant uses guest's name as appropriate for the manner of the guest
- Attendant anticipates guest's needs or offers a personalized recommendation
- Attendant is appropriately conversant with guest
- Attendant reviews all of guest's belongings and their placement in vehicle
- Attendant opens and closes door for guest(s)
- Attendant is efficient and sensitive to the manner of the guest \
- Attendant exhibits a sincere desire to meet and comply with all guest requests
- Attendant extends an appropriate closing



MISCELLANEOUS STAFF SERVICES

- Guests are provided directions or offered assistance via escort on request
- All associates display a high level of engagement during service interactions
- All associates are focused on guests and offer acknowledgement in public areas
- All staff ask permission as appropriate before entering guest room
- Staff demonstrates effective cross- departmental communication
- All associates fulfill guest's special requests
- All associates are appropriately attired; name tags are clearly visible, or proper introduction is provided
- All associates demonstrate appropriate behavior
- All associates demonstrate appropriate hygiene
- Short-notice pressing is available
- Shoeshine service is available
- On-site Food and Beverage outlets provide an elevated experience consistent with the overall theme of the property
- Staff in food and beverage outlets displays an elevated level of competency and training
- An elevated level of service is evident at on-site recreational facilities



Section Three

THE LISTING

Once a property is included in the AAA Diamond Program, we use factual property information and descriptive details to create hotel listings in AAA travel information products. Basic listings do not contain advertising or promotional verbiage, and are published at no cost to the establishment.

While you provide the objective information contained in hotel listings, the descriptive narrative is composed by AAA experts to convey key property components to guide AAA/CAA members. All listing information is updated annually, and establishments are contacted accordingly. Failure to provide information in a timely manner may result in the removal of your property from our products.

AAA Hotel Listings: Rich in Inspection Details

Foremost in your listings across AAA travel information products is your **AAA Inspector Designation**, which conveys the type of experience you provide.

In the AAA Travel Guides and TripTik Travel Planner on AAA.com, additional inspection details provide deeper insight to guide decision-making.

AAA Inspector Designation Details are your actual overall, room, bath and public areas inspection scores.

AAA Inspector's Best Of Badges recognize exceptional achievements or offerings in areas members consider when choosing hotels.

AAA Inspector Notes provide descriptive details, tips and insight on attributes that distinguish your hotel.

Best Of Badges:

ALIGNING HOTEL STRENGTHS WITH MEMBER PRIORITIES

AAA determines a property's eligibility for one or more badges using the objective and subjective criteria below. Hotels are not notified as badges are added or removed since changes occur any time as a result of ongoing inspections and member feedback. The badges provide real-time information to help meet member priorities.



Hotels that earned cleanliness and condition scores in the top 25% of all AAA Diamond hotels for the last two inspections.



Hotels identified by inspectors for remarkable offerings in one of these areas:

- Family-Friendly
- Inspected Clean
- Personal Favorite
- Pool
- Romantic
- Scenic View
- Social Scene
- Spa



Eligibility Criteria for Separate Hotel Listing (Dual-branded development)

AAA only provides separate listings for areas or sections of a property that provide clearly differentiated member experiences. The distinct sections may be located at the same property, in the surrounding complex or at a contiguous structure. The following criteria are applied to determine if a hotel is eligible for separate listing consideration. If applicable, qualified entities are each assigned their own Diamond designation based on the guidelines outlined on pages 13-38.

| ELIGIBILITY CRITERIA FOR SEPARATE HOTEL LISTING | Diamond Designation | | | |
|---|---------------------|---|---|---|
| | Approved | 3 | 4 | 5 |
| Property is open to the public on a full-time basis | ✓ | ✓ | ✓ | ✓ |
| Property name/brand is distinctly different | ✓ | ✓ | ✓ | ✓ |
| Property contact phone number is exclusive | ✓ | ✓ | ✓ | ✓ |
| Concept/Theme is distinctly different | ✓ | ✓ | ✓ | ✓ |
| Marketing program is distinctly different and exclusive to the property | ✓ | ✓ | ✓ | ✓ |
| Booking capability is exclusive to the property | ✓ | ✓ | ✓ | ✓ |
| All consumer media channels position the property as a separate entity | ✓ | ✓ | ✓ | ✓ |
| Property is clearly distinct by virtue of a separate wing, tower or series of contiguous floors | ✓ | ✓ | ✓ | ✓ |
| Primarily, property access is restricted to registered guests for the brand | | | ✓ | ✓ |
| Staff is clearly identifiable with the brand (uniform, manner) and solely dedicated to the property | | | ✓ | ✓ |
| Exterior entrances are exclusive to the property | | | | ✓ |
| Reception area is solely dedicated to the property | | | | ✓ |
| Common areas/facilities are separate and exclusively dedicated to the property | | | | ✓ |
| Arrival process is solely dedicated to the property | | | | ✓ |
| In-room services are solely dedicated to the property | | | | ✓ |
| Concierge services are solely dedicated to the property | | | | ✓ |

A property must clearly qualify as a distinct and separate entity. The following examples are NOT eligible for separate listings:

- Concierge levels that offer upgraded amenities and sometimes a higher level of service.
- Property sections or buildings that are separate but not clearly differentiated.
- Exclusive sections of a property that require additional guest membership qualifications and, therefore, are not readily available for use by all AAA/CAA members.

FYI Designation



This designation identifies properties that are notable and offer potential member value but have not been inspected or Diamond designated due to one of the following reasons:

- Too new to evaluate.
- Under construction.
- Undergoing extensive renovations.
- Has not been inspected.
- Does not meet all AAA Diamond Program requirements but provides members a highly distinct and valuable experience.

CLASSIFICATIONS

ALL DIAMOND DESIGNATED PROPERTIES ARE CLASSIFIED BASED ON THE STYLE OF OPERATION. CLASSIFICATIONS MAY BE PRECEDED BY ONE OR MORE SUBCLASSIFICATIONS IF APPLICABLE:

Bed and Breakfast: Typically owner-operated with extensive personal touches. Guests are encouraged to interact during evening and breakfast hours. A continental or full, hot breakfast is included in the room rate.

Cabin: Often located in wooded, rural or waterfront locations. Freestanding units are typically rustic and of basic design. Essential cleaning supplies, kitchen utensils and complete bed and bath linens are supplied.

Condominium: Apartment-style accommodations of varying design or décor. Units often contain one or more bedrooms, a living room, a full kitchen and an eating area. Essential cleaning supplies, kitchen utensils and complete bed and bath linens are supplied.

Cottage: Often located in wooded, rural or waterfront locations. Freestanding units are typically home-style in design and décor. Essential cleaning supplies, kitchen utensils and complete bed and bath linens are supplied.

Country Inn: Although similar in definition to a bed and breakfast, country inns are usually larger in scale with spacious public areas and offer a dining facility that serves breakfast and dinner.

Hotel: Typically a multistory property with interior room entrances and a variety of guest unit styles. The magnitude of the public areas is determined by the overall theme, location and service level, but may include a variety of facilities such as a restaurant, shops, a fitness center, a spa, a business center and meeting rooms.

House: Freestanding units of varying home-style design. Often containing two or more bedrooms, a living room, a full kitchen, a dining room and multiple bathrooms. Essential cleaning supplies, kitchen utensils and complete bed and bath linens are supplied.

Motel: A one- or two-story establishment with exterior room entrances and drive up parking. Public areas and facilities are often limited in size and/or availability.

Ranch: Typically a working ranch featuring an obvious rustic, Western theme, equestrian-related activities and a variety of guest unit styles.

SUBCLASSIFICATIONS (IF APPLICABLE):

Boutique: Often thematic, typically informal yet highly personalized; may have a luxurious or quirky style that is fashionable or unique.

Casino: Offers extensive gambling activities, such as blackjack, craps, keno and slot machines.

Classic: Renowned and landmark properties, older than 50 years, well known for their unique style and ambiance.

Contemporary: Overall theme reflects characteristics of minimalist trends with clean, architectural lines and an open-space feel. Black, white and bold, saturated colors are typical.

Extended Stay: Offers a predominance of long-term accommodations with a designated full-service kitchen area in each unit.

Historic: Over 75 years old with one of the following documented historical features:

- Maintains the integrity of its historical nature
- Listed on the National Register of Historic Places
- Designated a National Historic Landmark or located in a National Register Historic District

Resort: Extensive recreational facilities and programs may include golf, tennis, skiing, fishing, water sports, spa treatments or professionally guided activities.

Vacation Rental: Typically houses, condominiums, cottages or cabins; these properties are “home away from home” self-catering accommodations.

Accessibility



Accessible Features Icon

Denotes a property that has some accessible features. It may be fully accessible, semi-accessible, or meet some of the needs of hearing-impaired individuals.

Accessibility is not a AAA Diamond Program requirement and will not affect your Diamond designation. However, we strongly encourage you to make every effort to meet the needs of all your guests – including mature travelers and those with disabilities

MEMBER COMMENT PROCEDURES

AAA MEMBER RELATIONS CLOSELY MONITORS THE NUMBER AND TYPE OF COMMENTS SUBMITTED ABOUT AAA INSPECTED PROPERTIES. All comments are carefully reviewed for validity and included as part of the property record.

If complaints are received, AAA will notify the property and provide an opportunity to resolve the matter in a reasonable period of time. If a member complaint is determined to be of an extreme nature, AAA may act to remove a property’s AAA designation and listing immediately.

If your property no longer meets AAA Diamond Program requirements because of member complaints, you may submit a written request for re-inspection one year from the date of last inspection. The request should include an explanation of actions taken to limit future complaints and be addressed to:

AAA Diamond Program

AAAInspections@national.aaa.com

DISAFFILIATED FOR FAILED HOUSEKEEPING OR CONDITION.

How do I become AAA Diamond designated again?

If your property failed their inspection for housekeeping and/or condition issues, you must wait until 12 months have elapsed from the date of the last inspection before submitting a new application for inspection. This waiting period is to allow time for your property to address all issues and to establish a consistent facilities management program. After this period, you must provide detailed information regarding the corrective action taken to address the issues and provide supporting documentation such as copies of invoices, work orders, photographs, etc.

If your property failed their inspection for other reasons, no waiting period is required, but you must first provide detailed information regarding the corrective action taken since the last AAA inspection, including supporting documentation such as copies of invoices, work orders, photographs, etc. This information can be emailed to AAAInspectionApplication@national.AAA.com

THE AAA APPEALS PROCESS

THE APPEALS PROCESS IS A RESOURCE FOR ALL INSPECTED PROPERTIES.

What can I appeal?

You may appeal your property's AAA Diamond Program status or Diamond designation. Each situation is handled on an individual basis.

What is the process to file an appeal?

Before you file an appeal, please contact AAA Customer Service to discuss your questions or concerns. An analyst may be able to answer your questions immediately or, if additional information or discussion is needed, will direct you to the AAA Diamond Program regional manager of inspections for your area.

AAA Customer Service

AAAListings@national.aaa.com

If an issue remains unresolved after the above steps, you may choose to present relevant information to the AAA Appeals Committee for objective review. All appeals must be submitted by property owners/operators in writing to the address below. You may include pictures, documents or other pertinent materials to support the appeal. To expedite review, please outline the specific concerns in a succinct manner. Each appeal is thoroughly researched and given thoughtful consideration and a substantive reply by the committee. The committee's decision on your appeal is considered as AAA's final response. You will be notified as to the status of your appeal within 45 days of receipt of your written statement.

AAA Appeals Committee

AAAInspections@national.aaa.com

Green Programs



AAA supports environmental management and sustainability throughout the lodging industry to the extent that truly effective programs maintain quality standards of guest comfort. We strongly encourage continued use of programs that offer guests choices without negative consequences for noncompliance. Effective green programs are intended to reduce waste without reducing guest comfort.

In AAA travel information products, lodgings certified by approved green programs are identified with an **ECO** icon in their listing.

AAA is not involved in the evaluation or certification of a property's environmental practices but does regularly review requirements and best practices related to the most reputable sustainable programs.

QUESTIONS?

Establishments in all areas of the U.S., Canada, Mexico and the Caribbean should contact AAA at:

AAA Listings/Customer Service

AAAListings@national.aaa.com
407-444-8370, Option 2

AAA Diamond Program

Inspection Applications:
AAAIInspectionApplication@national.aaa.com

Inspection Customer Service:
AAAInspections@national.aaa.com

Official Appointments and Advertising

salesinfo@national.aaa.com
407-444-8280

A HISTORY OF SERVICE

In 1937 to provide improved travel information for members, AAA employed its first inspectors, called field reporters, to personally visit and report on hotels and restaurants. This information was made available to members in the three regional TourBook guides published at that time. Today, AAA's professionally trained inspectors continue this practice as they inspect and assess more than 24,000 hotels and restaurants to help travelers enjoy a positive experience.



RESOLUTION NO. 25-4869

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, AMENDING RESOLUTION 25-4827 TO CREATE A TIERED DEVELOPMENT IMPACT FEE FOR COMMERCIAL LODGING LAND USES EXCLUDING TIME SHARES, SHORT-TERM VACATION RENTALS AND PROPERTIES UNDER FRACTIONAL OWNERSHIP

WHEREAS, California Government Code sections 66000 *et seq.* ("Mitigation Fee Act") establish the authority of the City of Murrieta to charge Development Impact Fees in accordance with the terms thereof; and

WHEREAS, on October 20, 1998, the City Council adopted Ordinance 196-98 amending Chapter 16.36 of the Murrieta Municipal Code relating to public facilities and infrastructure mitigation; and

WHEREAS, Chapter 16.36 of the Murrieta Municipal Code establishes and imposes a public facilities development impact fee; and

WHEREAS, the public facilities development impact fee includes land use categories for: Single Family Dwelling, Multi-Family Dwelling, Office Use, Commercial Use and Industrial Use; and

WHEREAS, pursuant to Resolution No. 25-4827, the current public facilities development impact fee for a Commercial Use is \$13.27 per square foot of floor area; and

WHEREAS, the City desires to encourage higher quality commercial lodging land uses, hotels and motels; not time shares, short term vacation rentals, or properties under fractional ownership (which hotels and motels are referred to herein as "Commercial Lodging"); by adopting a tiered public facilities development impact fee created as a sub-category of the existing Commercial Use category and offering a reduced development impact fee based on the category of hotel or motel. The applicable category and discount will be determined by comparing the amenities to be constructed as part of a new development with the descriptions set forth on **Attachment "A"**.

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

Section 1. That the recitals above and true and correct and incorporated herein.

Section 2. That a Commercial Lodging development impact fee that may result in a reduced Commercial Use development impact fee for some commercial lodging projects utilizing a tiered approach is proper and bears a reasonable relationship to the expected benefit of each category of Commercial Lodging as the categories are described in Attachment "A".

Section 3. To encourage the development of higher quality Commercial Lodging, the Commercial Use development impact fee set forth in Resolution 25-4827 is hereby revised to add a subsection with a possible reduced development impact fee for Commercial Lodging development

that is tiered from the Commercial Use development impact fee (“DIF”) based on the category of hotel or motel according to the list of amenities to be provided as described in Attachment "A". The tiered rates for Commercial Lodging will be as follows:

Category IV (AAA Five Diamond Rating): 0% of the Commercial Use DIF/square foot

Category III (AAA Four Diamond Rating): 25% of the Commercial Use DIF/square foot

Category II (AAA Three Diamond Rating): 50% of the Commercial Use DIF/square foot

Category I (AAA Approved Rating): 75% of the Commercial Use DIF/square foot

Section 4. That the City Council authorizes and directs the Development Services Director to review all applications for hotel or motel development and determine which category is most applicable based on the attached list of amenities (Attachment "A"). The Director’s decision of the appropriate category is appealable in the same manner as provided for fee waivers as set forth in Murrieta Municipal Code 16.36.050(B).

Section 5. That the Commercial Lodging tiered public facilities development impact fee shall become effective sixty (60) days following the adoption of this resolution in accordance with the Mitigation Fee Act.

PASSED, APPROVED AND ADOPTED this 15th day of July, 2025.

Cindy Warren, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVE TO AS FORM:

Tiffany J. Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4869 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 15th day of July, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk



DEVELOPMENT IMPACT FEE REDUCTION FOR COMMERCIAL LODGING

City of Murrieta

Development Impact Fee Reduction for Commercial Lodging

The City of Murrieta’s (City) current Development Impact Fee (DIF) program was established in 1998 based on a Master Facilities Plan and Development Impact Fee Calculation Report. Since then, the City has modified its DIF based on updated Master Facilities Plans and Development Impact Fee studies prepared by financial services consultants and adopted by the City Council. Murrieta Municipal Code Chapter 16.36 (Development Code) is written to ensure that impacts associated with new development in the City are properly mitigated through the construction of public facilities and infrastructure and/or the acquisition of land to preserve habitat and open space.

Pursuant to Section 16.36.030 of the Murrieta Municipal Code, a public facilities DIF must be paid for each new building constructed in a non-residential development or new square footage added to a building in a non-residential development, in an amount established by resolution of the City Council, prior to issuance of a building permit for that building. Non-residential developments include commercial, office, and industrial land uses.

The current DIF rate for General Commercial land use is \$13.27/square foot of new building area. This amount applies to all types of commercial zoning including Regional Commercial, Community Commercial, Neighborhood Commercial, Recreational Commercial, and Professional Commercial. Commercial uses include the general category of retail services and thus include outlets ranging from restaurants to auto repair shops to shopping centers. As such, commercial lodging land use, such as hotels and motels, fall within this category and are required to pay the DIF for General Commercial land use at a rate of \$13.27/square foot per the Fiscal Year 2025/26 Development Impact Fee.

PROPOSAL

Hotels bring visitors to the City who pay Transient Occupancy Tax (TOT) and spend money in local restaurants and businesses, generating Sales Tax, which is one of the City’s primary General Fund revenue sources to provide essential services. To encourage and attract higher quality hotels to develop in the City of Murrieta, staff recommend once again creating a tiered DIF structure for hotels based on the proposed amenities provided by the hotel being developed. The proposed categories are general quality indicators based on the hotel’s amenities, including, but not limited to, business services, food services, hotel features, and room amenities based on the AAA Diamond Rating System. Although the proposed categories are general quality indicators, this rating system is a commonly accepted industry method of quantifying the quality of a hotel or motel in the travel and tourism industry.

Staff recommends the following DIF structure for commercial lodging land uses:

| | |
|---|--|
| Category IV (AAA Five Diamond Rating): | 0% of the Commercial Land Use DIF/sq ft |
| Category III (AAA Four Diamond Rating): | 25% of the Commercial Land Use DIF/sq ft |
| Category II (AAA Three Diamond Rating): | 50% of the Commercial Land Use DIF/sq ft |
| Category I (AAA Approved Rating): | 75% of the Commercial Land Use DIF/sq ft |

Staff recommends that the City Council adopt the attached resolution to include this proposed tiered DIF structure for commercial lodging land uses into the annual DIF update as adopted by Resolution No. 24-4827, as amended from time to time, to establish an update to the Public Facilities Development Impact Fee Schedule on an annual basis based on the California Construction Cost Index (CCCI). The fee structure is based on a base DIF rate of \$13.27 per square foot, with a discount applied for each diamond level the hotel achieves.

Staff evaluated the benefits to the overall community as a result of developing higher-quality hotels. It is anticipated that such hotels will generate an increased amount of: (a) transient occupancy tax, as higher-quality hotels charge higher rates; (b) sales tax, due to the increased sales of goods and services procured by the guests and staff of the hotel; and c) property tax, resulting from increased property values. Additionally, higher-quality hotels will attract other prime developments, further increasing profitable engagement from tourists and business travelers. Encouraging first-rate hotels and developments is consistent with the City Council’s goal of promoting economic development within the community.

The City has determined, based on the 2024 Development Impact Fee Study and Master Facilities Plan conducted by Willdan Financial Services, that the tiered public facilities development fee is proper and bears a reasonable relationship to the expected benefit each category of hotel will provide to the city based on the higher-quality development to be constructed.

Staff will determine the category (I, II, III, IV) to be used in calculating the DIF amount for hotel developments. This decision will be based on the amenities being offered at the proposed hotel, according to the attached AAA Lodging Approval Requirements & Diamond Rating System. A hotel must meet the requirements for each specific category. A developer may apply for reconsideration of the category rating according to the procedures outlined in the City of Murrieta Municipal Code section 16.36.050. Properties excluded from the DIF Reduction Program proposed here include Time-Shares, Short-Term Vacation Rentals, and properties under Fractional Ownership. The final determination of the hotel diamond rating category and the Development Impact Fee will be at the discretion of the Director of Development Services and is appealable only to the City Manager.



CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 18.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Javier Carcamo, Finance Director

SUBJECT: Annexation No. 1 to Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta

RECOMMENDATION

Acting as the Legislative Body of Community Facilities District (CFD) No. 2025-2 (Maintenance Services), hold a public hearing regarding Annexation No. 1;

Adopt Resolution No. 25-4870 entitled: *A Resolution of the City Council of the City of Murrieta, Acting as the Legislative Body of Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta, Annexing Territory to Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta and Calling Elections Therein (Annexation No. 1 - Rustic Meadows);*

Direct the City Clerk to hold an election with CFD 2025-2; and

Adopt Resolution No. 25-4871 entitled: *A Resolution of the City Council of the City of Murrieta, Acting as the Legislative Body of Community Facilities District No. 2025-2 (Maintenance Services) Certifying Election Results of the July 15, 2025, Annexation and Special Tax Election (Annexation No. 1-Rustic Meadows).*

PRIOR ACTION/VOTE

On April 5, 2016, the City Council adopted Resolution No. 16-3536 amending the Land Secured Financing Policy (Vote: 5-0).

On October 3, 2023, the City Council considered an Amendment to the Community Facilities District Goals and Policies and directed staff to present the recommendations in a workshop (Vote: 3-2).

On December 5, 2023, the City Council held a workshop on Community Facilities District Goals and Policies and adopted Resolution No. 23-4717 (Vote: 5-0).

On May 6, 2025, the City formed Community Facilities District No. 2025-1 (Safety Services), Community Facilities District No. 2025-2 (Maintenance Services) and Community Facilities District No. 2025-3 (Discovery Village) (Vote: 5-0).

On June 3, 2025, the City Council adopted separate Resolutions of Intention (Resolution Nos. 25-4841 and 25-4842) regarding Annexation No. 1 and Annexation No. 2 to Community Facilities District No. 2025-2 (Maintenance Services) and set public hearings for the proposed annexation for July 15, 2025 (Vote: 5-0).

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

DISCUSSION

Community Facilities Districts

Community Facility Districts (CFDs) are formed pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Mello-Roos Act") and are a widely used financing mechanism, frequently used to fund infrastructure associated with new significant (large) development projects, such as water and sewer facilities, storm drain facilities, roads, and parks and to finance the provision of certain municipal services.

A simplified example of CFD implementation is as follows:

- A developer submits a petition to form the CFD to the City of Murrieta (City) or Special District (water districts frequently form CFDs) to start formation proceedings.
- In the City's case, staff presents the petition to the City Council for approval.
- The District is formed by a vote of the property owners.
- Once approved, the City approves the issuance of bonds, which are sold to investors.
- Proceeds from the sale of the bonds are used to build the infrastructure associated with the project.
- The bonds are paid off over time (typically 30 years) by the buyers of homes within the project as a part of their property tax bill.

On December 5, 2023, the City Council adopted amendments to the Community Facilities District Goals and Policies. In addition to changes related to state law, other changes contained in the amended policy include:

- A list of eligible facilities that can be financed;
- Adding an escalator of up to two percent (2%) per year for facilities;
- Adding an escalator for service or maintenance CFDs to cover increases in the cost of providing services;
- Allowing Development Impact Fees (DIF) to be financed; and
- Increasing the maximum cap on the assessed value of a property from 1.8% to 2%.

Additional Authorized Services

The Mello-Roos Act also authorizes the City to establish a CFD to finance certain public services through the levy of a special tax. The services that can be funded include the following:

- Police protection services, including, but not limited to, criminal justice (limited to providing services for jails, detention facilities, and juvenile halls).
- Fire protection and suppression services, and ambulance and paramedic services.
- Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities.
- Maintenance and lighting of parks, parkways, streets, roads, and open spaces.
- Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, plowing and removal of snow, and sandstorm protection systems.
- Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the local agency or by another local agency (by agreement).

Community Facilities District No. 2025-2 (Maintenance Services)

On May 6, 2025, the City Council approved the formation of Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta, and CFD No. 2025-2 is authorized to levy a special tax in accordance with the Mello-Roos Act on parcels of residential property to finance public maintenance services. Services eligible to be financed by CFD No. 2025-2 include maintenance and lighting of parks, parkways, streets, roads, and open space, maintenance and operation of water quality improvements, including storm drainage and flood protection facilities, and public street sweeping. CFD No. 2025-2 currently consists only of the property within the Discovery Village development project and designated the remainder of the City as a "Potential Annexation Area."

New development projects meeting certain design criteria are required by the City's Community Facilities District Goals and Policies, as amended in December 2023, to annex to CFD No. 2025-2. Accordingly, the owner of property within the proposed Rustic Meadows development project (the "Property Owner") submitted a petition requesting that the property within its development project be annexed in to CFD No. 2025-2. If approved by the City Council and the Property Owner, the property within the Rustic Meadows development project would be annexed to CFD No. 2025-2 as "Tax Zone 1."

The special taxes within Tax Zone 1 of CFD No. 2025-2 are \$332 per residential unit. The special taxes in each of Tax Zone 1 will increase on each July 1, commencing on July 1, 2026 by i) the year-over-year percentage increase for the month of March in the Consumer Price Index (All Items) for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area, or a comparable replacement index for the area if this index is no longer published, since the beginning of the preceding Fiscal Year, or ii) by two percent (2%), whichever is greater.

The Resolution of Intention adopted on June 3, 2025, was the first step in the process of annexing property to CFD No. 2025-2. It declared the City's intention to consider Annexation No. 1 and called for a public hearing on the proposed annexation to take place on July 15, 2025.

Following the close of the public hearing for the proposed annexation to CFD No. 2025-2, the City Council will

be asked to adopt a Resolution of Annexation for Annexation No. 1 (Rustic Meadows) which approves the annexation to CFD No. 2025-2 and the levy of the special taxes in Tax Zone 1, in accordance with the Rate and Method of Apportionment for CFD No. 2025-2. The Resolution of Annexation also calls for elections to be held within Tax Zone 1 of CFD No. 2025-2 to submit to the qualified electors ballot measures on the approval of the annexations and the special taxes.

On file with the City Clerk is a Certificate of the Registrar of Voters of Riverside County certifying that there are no registered voters residing within the boundaries of the proposed annexation area. Accordingly, under the Mello-Roos Act, only property owners owning land are eligible to vote at the elections, with each owner having one vote for each acre (or portion thereof) that they own within the annexation area. The Property Owner has executed a consent and waiver of certain election procedures for CFD No. 2025-2 with respect to the elections, including certain timing requirements with respect to the elections, in accordance with the Mello-Roos Act. Accordingly, if the City Council approves the Resolution of Annexation, the City Clerk will conduct the elections. The Property Owner will have delivered its ballot to the City Clerk in advance of the public hearing, the City Clerk will announce the election results, and the City Council will be asked to adopt a Resolution Certifying the Election Results. Upon certification that 2/3rds of the votes cast are in favor of the propositions voted upon, the Resolution Certifying the Election Results will direct the City Clerk to record notices of special tax lien on the property within each of the proposed annexation areas.

The owner of the property within the proposed Rustic Meadows project within the City is Whitewood-Murrieta, L.P. The Rustic Meadows project is located at the Southeast corner of the intersection of Clinton Keith Road and Whitewood Road. At full buildout, the project is proposed to include approximately 153 single-family homes and will be developed by Century Communities of California, LLC.

FISCAL IMPACT

The Property Owner has made a deposit to pay for the costs of the annexation proceedings to CFD No. 2025-2. The deposit made by Century Communities may be reimbursed to Century Communities from proceeds of a future bond issuance by the separate facilities CFD being formed in connection with the Rustic Meadows development. If the proposed annexation is approved and subject to necessary Council and voter approvals, CFD No. 2025-2 will annually levy special taxes on all of the taxable property within the annexation property in accordance with the RMA (as attached to the Resolution of Intention). Such special taxes will be used to pay for the costs of maintenance services and administration of the CFD No. 2025-2. The levying of the special taxes for services is expected to alleviate some of the financial impact of the new development on the costs of providing such services to the Property by the City. At full build-out, special tax revenues are projected to total \$57,797 annually for the Rustic Meadows project.

ATTACHMENTS

1. Landowner Waiver
2. Resolution No. 25-4870
3. Resolution No. 25-4871
4. Certificate of the Registrar of Voters

**WAIVER OF CERTAIN ELECTION PROCEDURES
WITH RESPECT TO LANDOWNER ELECTION FOR
COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES)
OF THE CITY OF MURRIETA
(ANNEXATION NO. 1—RUSTIC MEADOWS)**

The undersigned, Steven C. Porath, acting on behalf of Whitewood—Murrieta, L.P., a Delaware limited partnership (the “Owner”), hereby certifies to the City of Murrieta (the “City”), with respect to the proposed annexation of territory Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta (the “District”), as follows:

1. The undersigned has been duly authorized by the Owner and possesses all authority necessary to execute this Waiver on behalf of the Owner in connection with the election to be called by the City Council of the City with respect to the District. The Owner hereby appoints Steven C. Porath to act as its authorized representative to vote in the election referred to herein and certifies that his true and exact signature is set forth below:

Signature of Steven C. Porath: _____

2. The Owner is the present owner of 9.99 acres of land as described in Attachment “A” hereto (the “Annexation Territory”). There are no registered voters residing within the Annexation Territory owned by the Owner and have been none during the 90-day period preceding July 15, 2025.

3. The Owner has received notice of the July 15, 2025 public hearing to be held by the City Council of the City regarding the approval of (i) annexation of the Annexation Territory to the District and (ii) the levy of special taxes within the Annexation Territory in accordance with the rate and method for the District. The Owner agrees that it received adequate notice of the July 15, 2025 hearing.

4. The Owner has received from the City and the City has made available to the Owner necessary and relevant information regarding the proposed annexation and levy of the special tax, as set forth in Resolution No. 25-4841 adopted by the City Council on June 3, 2025 (the “Resolution”).

5. The undersigned understands that if the proceedings for the annexation of the Annexation Territory to the District are undertaken on or after July 15, 2025, an election will be held by the District on the propositions set forth in the sample ballot attached hereto as Attachment “B” less than 90 days after the close of the July 15, 2025 public hearing as in accordance with Section 53339.7 of the Government Code, without the preparation of an impartial analysis, arguments or rebuttals concerning the election as provided for by Elections Code Sections 9160 to 9167, inclusive, and 9190 and without preparation of a tax rate statement as provided in Section 9401 of the Elections Code and without further notice of such election as required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the election, in accordance with the authority contained in Government Code Section 53339.7, the Owner waives compliance with the foregoing provisions of the Elections Code and Government Code, with any time limits or other procedural requirements pertaining to the conduct of the election which are not being complied with and consents to having the election on any date on or after the close of the July 15, 2025 public hearing and consents to the closing of the election as soon as all ballots are received by the City Clerk.

6. The undersigned hereby represents that compliance with the procedural requirements for conducting the election, including the receipt of any ballot arguments and impartial analysis and the time limitations which apply in connection with scheduling, mailing and publishing notices for such an election, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the annexation of the Annexation Territory to the District and imposition of the special tax as set forth in the Resolution to allow it to properly complete the attached ballot. The Owner further waives its right to make any protest or complaint or undertake any legal action challenging the validity of the election or the levy of the special tax to finance services for the benefit of the Annexation Territory in accordance with the rate and method of apportionment of special tax for the District.

Dated: June __, 2025

WHITEWOOD—MURRIETA, L.P.,
a Delaware limited partnership

By: Cal Hearthstone PBLO GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____
Steven C. Porath
Authorized Representative

ATTACHMENT "A"

DESCRIPTION OF PROPERTY

1087
1088
SHEET 1 OF 1 SHEET

ANNEXATION MAP NO. 1
COMMUNITY FACILITIES DISTRICT NO. 2025-2
(MAINTENANCE SERVICES)
OF THE CITY OF MURRIETA,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES) OF THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON FEBRUARY 20, 2025 IN BOOK 95 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 27 AND AS INSTRUMENT NO. 2025-0050551 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES) OF THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AT A REGULAR MEETING THEREOF HELD ON 31ST DAY OF JUNE, 2025, BY RESOLUTION NO. 25-1841

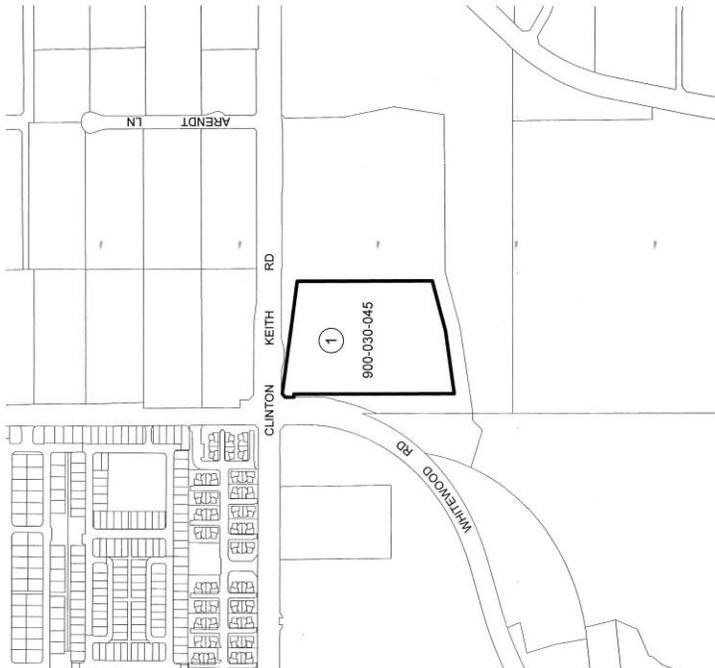
[Signature]
CITY CLERK
CITY OF MURRIETA

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF MURRIETA, THIS 1ST DAY OF JUNE, 2025.

[Signature]
CITY CLERK
CITY OF MURRIETA

RECORDED THIS 10TH DAY OF JUNE, 2025, AT THE HOUR OF 3:31 O'CLOCK P.M. IN BOOK 916 PAGE 49 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

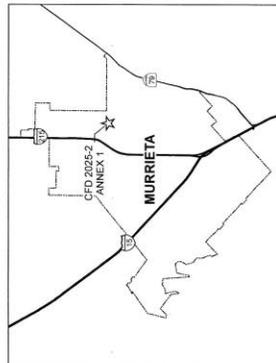
BY: *[Signature]* DEPUTY
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER
NO.: 8625-0175929
FEE: 39.00



LEGEND

- CITY BOUNDARY
- ANNEXATION AREA BOUNDARY
- PARCEL LINE
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER
- ① TAX ZONE

THIS ANNEXATION MAP CORRECTLY SHOWS THE LIST OF PARCELS OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2024-25.



SPICER
CONSULTING GROUP

ATTACHMENT "B"

SAMPLE BALLOT

**COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES)
OF THE CITY OF MURRIETA**

ANNEXATION AND SPECIAL TAX ELECTION

July 15, 2025

You are entitled to cast _____ votes.

To vote, stamp a cross (+) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another.

PROPOSITION A: Shall the territory described in Attachment "A" of Resolution No. 25-4841 of the City Council of the City of Murrieta be annexed to Community Facilities District No. 2025-2 of the City of Murrieta (Maintenance Services)? YES _____
NO _____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Attachment "B" to Resolution No. 25-4841 of the City Council of the City of Murrieta be levied on property described in Attachment "A" of Resolution No. 25-4841 to pay for the Services and other purposes described in Resolution No. 24-4841? YES _____
NO _____

RESOLUTION NO. 25-4870

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 OF THE CITY OF MURRIETA (MAINTENANCE SERVICES), ANNEXING TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2025-2 OF THE CITY OF MURRIETA (MAINTENANCE SERVICES), AND CALLING ELECTIONS THEREIN (ANNEXATION NO. 1—RUSTIC MEADOWS)

WHEREAS, on February 4, 2025, the City Council (the “City Council”) of the City of Murrieta adopted Resolution No. 25-4806 (the “Resolution of Intention”), declaring its intention to establish Community Facilities District No. 2025-2 of the City of Murrieta (Maintenance Services) (“Community Facilities District No. 2025-2” or the “District”) and a Potential Annexation Area therein (the “Potential Annexation Area”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”); and

WHEREAS, after a duly noticed public hearing, the City Council adopted Resolution No. 25-4822 (the “Resolution of Formation”) establishing Community Facilities District No. 2025-2 and the Potential Annexation Area and calling a special election therein to authorize (i) the levy of special taxes pursuant to the rate and method of apportionment of the special tax, as set forth in Attachment “A” attached to the Resolution of Formation (the “Original Rate and Method”), and (ii) the establishment of an appropriations limit for Community Facilities District No. 2025-2; and

WHEREAS, pursuant to a petition signed by Whitewood—Murrieta, L.P., a Delaware limited partnership (the “Owner”), on June 3, 2025, the City Council adopted Resolution No. 25-4841 (the “Resolution of Intention”), stating its intention to annex the territory described in Attachment “A” to the Resolution of Intention (the “Annexation Territory”) to the District; and

WHEREAS, a notice of a public hearing to be held on July 15, 2025 was published and mailed to all landowners of the land proposed to be included within the Annexation Territory as required by law relative to the intention of the City Council to annex the Annexation Territory to the District and to levy a special tax in accordance with the Rate and Method (as defined below); and

WHEREAS, on July 15, 2025, this City Council held a noticed public hearing as required by law relative to the proposed annexation of the Annexation Territory, the levy of special taxes therein in accordance with the rate and method of apportionment of special tax attached as Attachment “B” to the Resolution of Intention (the “Rate and Method”), which Rate and Method is identical to the Original Rate and Method in all respects except that Appendix A thereto has been updated in accordance with the terms of the Original Rate and Method to reflect prior annexations to the District and the annexation described herein; and

WHEREAS, at the July 15, 2025 public hearing all persons desiring to be heard on all matters pertaining to the proposed annexation of the Annexation Territory to the District and the levy of the special taxes within the Annexation Territory in accordance with the Rate and Method were heard and a full and fair hearing was held; and

WHEREAS, at the public hearing, evidence was presented to the City Council on the matters before it, and the proposed annexation of the Annexation Territory to the District and the levy of special

taxes within the Annexation Territory in accordance with the Rate and Method was not precluded by a majority protest of the type described in Section 53339.6 of the Act, and this City Council at the conclusion of the hearing is fully advised as to all matters relating to the annexation of the Annexation Territory and the levy of the special taxes in accordance with the Rate and Method; and

WHEREAS, the City Council has determined that there have been fewer than twelve registered voters residing in the Annexation Territory for the period of 90 days prior to July 15, 2025 and that the qualified electors in Annexation Territory are the landowners therein; and

WHEREAS, on the basis of all of the foregoing, the City Council has determined at this time to proceed with the annexation of the Annexation Territory to the District and to call an election within the Annexation Territory to authorize the levy of special taxes pursuant to the Rate and Method;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA, ACTING HAS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES) OF THE CITY OF MURRIETA AS FOLLOWS:

Section 1. Each of the above recitals is true and correct.

Section 2. The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the District and the proposed annexation of the Annexation Territory to the District were valid and in conformity with the requirements of law, including the Act.

Section 3. The map showing the original boundaries of the District designated “Proposed Boundary Map Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta, County of Riverside, State of California,” is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the City of County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder’s office of the County of Riverside in Book No. 95 Page No. 27, on February 20, 2025 as Instrument No. 2025-0050551.

In addition, the map showing the Potential Annexation Area designated “Boundaries—Potential Annexation Area Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta, County of Riverside, State of California,” is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the City of County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder’s office of the County of Riverside in Book No. 95 Page No. 26, on February 20, 2025 as Instrument No. 2025-0050550.

In addition, the map showing the Annexation Territory proposed to be annexed to the District and be made subject to taxation designated “Annexation Map No. 1 Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta, County of Riverside, State of California,” is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the City of County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder’s office of the County of Riverside in Book No. 96 Page No. 49, on June 10, 2025 as Instrument No. 2025-0175989.

Section 4. The City Council hereby adopts the Rate and Method attached as Attachment “B” to the Resolution of Intention as the applicable rate and method for the Annexation Territory. Except where funds are otherwise available, it is the intention of the City Council, subject to the approval of the

eligible voters within the Annexation Territory, to levy the proposed special taxes at the rates within the Annexation Territory set forth in the Rate and Method on all non-exempt property within the Annexation Territory sufficient to pay for (i) the Services (as defined in the Rate and Method), (ii) fund an operating reserve for the costs of Services as determined by the City, and (v) Administrative Expenses (as defined in the Rate and Method). The District expects to incur, and in certain cases has already incurred, Administrative Expenses in connection with the annexation of the Annexation Territory to the District. The rate and method of apportionment of the special tax applicable to the Annexation Territory is described in detail in Attachment “B” to the Resolution of Intention which is incorporated herein by this reference, and the City Council hereby finds that Attachment “B” to the Resolution of Intention contains sufficient detail to allow each landowner within the Annexation Territory to estimate the maximum amount that may be levied against each parcel. The special tax is apportioned to each parcel on the foregoing bases pursuant to Section 53325.3 of the Act and such special tax is not on or based upon the ownership of real property.

Section 5. The City’s City Manager will be responsible for preparing annually, or authorizing a designee to prepare, a current roll of special tax levy obligations by assessor’s parcel number and will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act. The special tax may be levied for such period as the Services are needed, as further described in Attachment “B” to the Resolution of Intention.

Section 6. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all non-exempt real property in the Annexation Territory and this lien shall continue in force and effect until the levy of the special tax by the District ceases in accordance with the Rate and Method.

Section 7. Consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within the Annexation Territory, if any, devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land within the Annexation Territory and will be benefited by the Services proposed to be provided within Community Facilities District No. 2025-2 and the Annexation Territory.

Section 8. It is hereby further determined that there is no ad valorem property tax currently being levied on property within the Annexation Territory for the exclusive purpose of paying for the same services as are proposed to be provided by Community Facilities District No. 2025-2.

Section 9. Written protests against the annexation of the Annexation Territory to the District and the levy of the special tax therein have not been filed by one-half or more of the registered voters within the boundaries of the Annexation Territory or by the property owners of one-half or more of the area of land within the boundaries of the Annexation Territory or the District. The City Council hereby finds that the proposed special tax for the Annexation Territory has not been precluded by a majority protest pursuant to Section 53324 of the Act.

Section 10. An election is hereby called for the Annexation Territory on the propositions of annexation to the District and the levying the special tax on the property within such Annexation Territory, pursuant to Section 53339.7 of the Act. The propositions to be placed on the ballot for the Annexation Territory are attached hereto as Attachment “A.”

Section 11. The date of the foregoing election for the proposed Annexation Territory shall be July 15, 2025, or such later date as is consented to by the City Clerk and the landowners within the Annexation Territory. The City Clerk shall conduct the elections. Except as otherwise provided by the Act, the elections shall be conducted by personally delivered or mailed ballot and, except as otherwise

provided by the Act, the elections shall be conducted in accordance with the provisions of law regulating elections of the City insofar as such provisions are determined by the City Clerk to be applicable.

Section 12. It is hereby found that there are not more than twelve registered voters within the territory of the Annexation Territory, and, pursuant to Section 53339.7 of the Act, each landowner who is the owner of record on the date hereof, or the authorized representative thereof, shall have one vote for each acre or portion thereof that he or she owns within the Annexation Territory.

Section 13. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 15th day of July, 2025.

CITY COUNCIL OF THE CITY OF MURRIETA

By: _____
Cindy Warren
Mayor of the City of Murrieta

ATTEST:

Cristal McDonald
City Clerk of the City of Murrieta

APPROVED AS TO FORM:

Tiffany Israel
City Attorney of the City of Murrieta

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)ss.
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Murrieta at a regular meeting held on the 15th day of July, 2025, by the following votes:

AYES:

NOES:

ABSENT:

CRISTAL MCDONALD, CITY CLERK

ATTACHMENT "A"

BALLOT PROPOSITIONS

**COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES)
OF THE CITY OF MURRIETA**

ANNEXATION AND SPECIAL TAX ELECTION

July 15, 2025

PROPOSITION A: Shall the territory described in Attachment "A" of Resolution No. 25-4841 of the City Council of the City of Murrieta be annexed to Community Facilities District No. 2025-2 of the City of Murrieta (Maintenance Services)?

YES _____
NO _____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Attachment "B" to Resolution No. 25-4841 of the City Council of the City of Murrieta be levied on property described in Attachment "A" of Resolution No. 25-4841 to pay for the Services and other purposes described in Resolution No. 24-4841?

YES _____
NO _____

RESOLUTION NO. 25-4871

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES) CERTIFYING THE RESULTS OF THE JULY 15, 2025 ANNEXATION AND SPECIAL TAX ELECTION (ANNEXATION NO. 1—RUSTIC MEADOWS)

WHEREAS, the City Council (the “City Council”) of City of Murrieta (the “City”) called and duly held an election on July 15, 2025 within the boundaries of certain territory (the “Annexation Territory”) described in Attachment “A” to Resolution No. 25-4841 adopted by the City Council on June 3, 2025, which territory is to be annexed to Community Facilities District No. 2025-2 of the City of Murrieta (Maintenance Services) (“Community Facilities District No. 2025-2” or the “District”) pursuant to Resolution No. 25-4870 for the purpose of presenting to the qualified electors within the Annexation Territory the propositions attached hereto as Attachment A; and

WHEREAS, there has been presented to this City Council a certificate of the City Clerk canvassing the results of the election, a copy of which is attached hereto as Attachment B;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AS FOLLOWS:

Section 1. Each of the above recitals is true and correct.

Section 2. Propositions A and B presented to the qualified electors of the District on July 15, 2025 were approved by two-thirds or more of the votes cast at said election and Propositions A and B each has carried. The City Council, acting as the legislative body of the District, is hereby authorized to levy on the land within the District the special tax described in Proposition A for the purposes described therein.

Section 3. The City Clerk is hereby directed to record in the Assessor-County Clerk-Recorder’s office of the County of Riverside within fifteen days of the date hereof a notice of special tax lien with respect to the District which Bond Counsel to the District shall prepare in the form required by Streets and Highways Code Section 3114.5.

Section 4. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 15th day of July, 2025.

CITY COUNCIL OF THE CITY OF
MURRIETA

By: _____
Cindy Warren
Mayor of the City of Murrieta

ATTEST:

Cristal McDonald
City Clerk of the City of Murrieta

APPROVED AS TO FORM:

Tiffany Israel
City Attorney of the City of Murrieta

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)ss.
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Murrieta at a regular meeting held on the 15th day of July, 2025, by the following votes:

AYES:

NOES:

ABSENT:

CRISTAL MCDONALD, CITY CLERK

ATTACHMENT "A"

BALLOT PROPOSITIONS

**COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES)
OF THE CITY OF MURRIETA**

ANNEXATION AND SPECIAL TAX ELECTION

July 15, 2025

PROPOSITION A: Shall the territory described in Attachment "A" of Resolution No. 25-4841 of the City Council of the City of Murrieta be annexed to Community Facilities District No. 2025-2 of the City of Murrieta (Maintenance Services)?

YES _____
NO _____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Attachment "B" to Resolution No. 25-4841 of the City Council of the City of Murrieta be levied on property described in Attachment "A" of Resolution No. 25-4841 to pay for the Services and other purposes described in Resolution No. 24-4841?

YES _____
NO _____

ATTACHMENT “B”

**CERTIFICATE OF CITY CLERK
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that I have examined the returns of the Special Tax and Annexation Election for Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta. The election was held in the City of Murrieta Council Chambers, 1 Town Square, Murrieta, California, on July 15, 2025. I caused to be delivered ballots to each qualified elector. _____ (_____) ballots were returned.

I further certify that the results of said election and the number of votes cast for and against Propositions A and B are as follows:

| <u>PROPOSITION A</u> | <u>PROPOSITION B</u> |
|----------------------|----------------------|
| YES: | YES: |
| NO: | NO: |
| TOTAL: | TOTAL: |

Dated this 15th day of July, 2025.

CRISTAL MCDONALD, CITY CLERK



RivCo VOTE

Your Voice. Every Vote. Our Future.

ART TINOCO
REGISTRAR OF VOTERS
MATTHEW CEBALLOS
ASSISTANT REGISTRAR OF VOTERS

State of California)
) ss
County of Riverside)

I, **Art Tinoco**, Registrar of Voters of said County, hereby certify that:

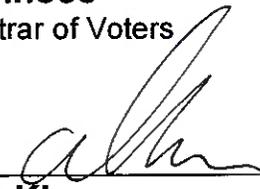
(A) I have been furnished a map describing the proposed boundary of Community Facilities District No. 2025-2 Annex 1 (Maintenance Services), of the City of Murrieta, of the County of Riverside, State of California.

(B) On June 3, 2025, I conducted, or caused to be conducted, a review of the voter registration records of the County of Riverside for the purpose of determining the number of voters registered to vote within the proposed boundary of Community Facilities District No. 2025-2 Annex 1 (Maintenance Services), of the City of Murrieta, of the County of Riverside.

(C) There are 0 registered voters residing within the proposed boundary of Community Facilities District No. 2025-2 Annex 1 (Maintenance Services), of the City of Murrieta, of the County of Riverside.

IN WITNESS WHEREOF, I have executed this Certificate on this 3rd day of June 2025.

Art Tinoco
Registrar of Voters

By: 
Alice Kim
Chief Deputy Registrar of Voters

2724 GATEWAY DRIVE
RIVERSIDE, CA 92507-0918
MAIN (951) 486-7200
FAX (951) 486-7335
CA RELAY SERVICE (DIAL 711)
VOTEINFO.NET





CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 19.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Javier Carcamo, Finance Director

SUBJECT: Annexation No. 2 to Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta

RECOMMENDATION

Acting as the Legislative Body of Community Facilities District (CFD) No. 2025-2 (Maintenance Services), hold a public hearing regarding Annexation No. 2;

Adopt Resolution No. 25-4872 entitled: *A Resolution of the City Council of the City of Murrieta, Acting as the Legislative Body of Community Facilities District No. 2025-2 (Maintenance Services) Annexing Territory to Community Facilities District No. 2025-2 of the City of Murrieta (Maintenance Services) and Calling Elections Therein (Annexation No. 2 - Kensington Apartments)*;

Direct the City Clerk to hold an election with CFD 2025-2; and

Adopt Resolution No. 25-4873 entitled: *A Resolution of the City Council of the City of Murrieta, California, Acting as the Legislative Body of Community Facilities District No. 2025-2 (Maintenance Services) Certifying Election Results of the July 15, 2025, Annexation and Special Tax Election (Annexation No. 2 - Kensington Apartments)*.

PRIOR ACTION/VOTE

On April 5, 2016, the City Council adopted Resolution No. 16-3536 amending the Land Secured Financing Policy (Vote: 5-0).

On October 3, 2023, the City Council considered an Amendment to the Community Facilities District Goals and Policies and directed staff to present the recommendations in a workshop (Vote: 3-2).

On December 5, 2023, the City Council held a workshop on Community Facilities District Goals and Policies and adopted Resolution No. 23-4717 (Vote: 5-0).

On May 6, 2025, the City formed Community Facilities District No. 2025-1 (Safety Services), Community Facilities District No. 2025-2 (Maintenance Services) and Community Facilities District No. 2025-3 (Discovery Village) (Vote: 5-0).

On June 3, 2025, the City Council adopted separate Resolutions of Intention (Resolution Nos. 25-4841 and 25-4842) regarding Annexation No. 2 and Annexation No. 2 to Community Facilities District No. 2025-2 (Maintenance Services) and set public hearings for the proposed annexation for July 15, 2025 (Vote: 5-0).

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

DISCUSSION

Community Facilities Districts

Community Facility Districts (CFDs) are formed pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Mello-Roos Act") and are a widely used financing mechanism, frequently used to fund infrastructure associated with new significant (large) development projects, such as water and sewer facilities, storm drain facilities, roads, and parks and to finance the provision of certain municipal services.

A simplified example of CFD implementation is as follows:

- A developer submits a petition to form the CFD to the City of Murrieta (City) or Special District (water districts frequently form CFDs) to start formation proceedings.
- In the City's case, staff presents the petition to the City Council for approval.
- The District is formed by a vote of the property owners.
- Once approved, the City approves the issuance of bonds, which are sold to investors.
- Proceeds from the sale of the bonds are used to build the infrastructure associated with the project.
- The bonds are paid off over time (typically 30 years) by the buyers of homes within the project as a part of their property tax bill.

On December 5, 2023, the City Council adopted amendments to the Community Facilities District Goals and Policies. In addition to changes related to state law, other changes contained in the amended policy include:

- A list of eligible facilities that can be financed;
- Adding an escalator of up to two percent (2%) per year for facilities;
- Adding an escalator for service or maintenance CFDs to cover increases in the cost of providing services;
- Allowing Development Impact Fees (DIF) to be financed; and
- Increasing the maximum cap on the assessed value of a property from 1.8% to 2%.

Additional Authorized Services

The Mello-Roos Act also authorizes the City to establish a CFD to finance certain public services through the levy of a special tax. The services that can be funded include the following:

- Police protection services, including, but not limited to, criminal justice (limited to providing services for jails, detention facilities, and juvenile halls).
- Fire protection and suppression services, and ambulance and paramedic services.
- Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities.
- Maintenance and lighting of parks, parkways, streets, roads, and open spaces.
- Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, plowing and removal of snow, and sandstorm protection systems.
- Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the local agency or by another local agency (by agreement).

Community Facilities District No. 2025-2 (Maintenance Services)

On May 6, 2025, the City Council approved the formation of Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta, and CFD No. 2025-2 is authorized to levy a special tax in accordance with the Mello-Roos Act on parcels of residential property to finance public maintenance services. Services eligible to be financed by CFD No. 2025-2 include maintenance and lighting of parks, parkways, streets, roads, and open space, maintenance and operation of water quality improvements, including storm drainage and flood protection facilities, and public street sweeping. CFD No. 2025-2 currently consists only of the property within the Discovery Village development project and designated the remainder of the City as a "Potential Annexation Area."

New development projects meeting certain design criteria are required by the City's Community Facilities District Goals and Policies, as amended in December 2023, to annex to CFD No. 2025-2. Accordingly, the owner of property within the proposed Kensington Apartments development project (the "Property Owner") submitted a petition requesting that the property within its development project be annexed into CFD No. 2025-2. If approved by the City Council and the Property Owner, the property within the Kensington Apartments development project would be annexed to CFD No. 2025-2 as "Tax Zone 2."

The special taxes within Tax Zone 2 of CFD No. 2025-2 are \$98 per residential unit. The special taxes in each of Tax Zone 2 will increase on each July 1, commencing on July 1, 2026 by i) the year-over-year percentage increase for the month of March in the Consumer Price Index (All Items) for all Urban Consumers for the Riverside-San Bernardino-Ontario California Standard Metropolitan Statistical Area, or a comparable replacement index for the area if this index is no longer published, since the beginning of the preceding Fiscal Year, or ii) by two percent (2.0%), whichever is greater.

The Resolution of Intention adopted on June 3, 2025, was the first step in the process of annexing property to CFD No. 2025-2. It declared the City's intention to consider Annexation No. 2 and called for a public hearing on the proposed annexation to take place on July 15, 2025.

Following the close of the public hearing for the proposed annexation to CFD No. 2025-2, the City Council will

be asked to adopt a Resolution of Annexation for Annexation No. 2 (Kensington Apartments) which approves the annexation to CFD No. 2025-2 and the levy of the special taxes in Tax Zone 2, in accordance with the Rate and Method of Apportionment for CFD No. 2025-2. The Resolution of Annexation also calls for elections to be held within Tax Zone 2 of CFD No. 2025-2 to submit to the qualified electors ballot measures on the approval of the annexations and the special taxes.

On file with the City Clerk is a Certificate of the Registrar of Voters of Riverside County certifying that there are no registered voters residing within the boundaries of the proposed annexation area. Accordingly, under the Mello-Roos Act, only property owners owning land are eligible to vote at the elections, with each owner having one vote for each acre (or portion thereof) that they own within the annexation area. The Property Owner has executed a consent and waiver of certain election procedures for CFD No. 2025-2 with respect to the elections, including certain timing requirements with respect to the elections, in accordance with the Mello-Roos Act. Accordingly, if the City Council approves the Resolution of Annexation, the City Clerk will conduct the elections. The Property Owner will have delivered its ballot to the City Clerk in advance of the public hearing, the City Clerk will announce the election results, and the City Council will be asked to adopt a Resolution Certifying the Election Results. Upon certification that 2/3rds of the votes cast are in favor of the propositions voted upon, the Resolution Certifying the Election Results will direct the City Clerk to record notices of special tax lien on the property within each of the proposed annexation areas.

The owner of property within the proposed Kensington Apartments project is Murrieta Pacific Associates, Inc. The Kensington Apartments project is a proposed affordable housing project located near the corner of Washington Avenue and Magnolia Street.

FISCAL IMPACT

The Property Owner has made a deposit to pay for the costs of the annexation proceedings to CFD No. 2025-2. If the proposed annexation is approved and subject to necessary Council and voter approvals, CFD No. 2025-2 will annually levy special taxes on all of the taxable property within the annexation property in accordance with the RMA (as attached to the Resolution of Intention). Such special taxes will be used to pay for the costs of maintenance services and administration of the CFD No. 2025-2. The levying of the special taxes for services is expected to alleviate some of the financial impact of the new development on the costs of providing such services to the Property by the City. At full build-out, special tax revenues are projected to total \$12,263 annually for the Kensington Apartment project.

ATTACHMENTS

1. Landowner Waiver
2. Resolution No. 25-4872
3. Resolution No. 25-4873
4. Certificate of the Registrar of Voters

**WAIVER OF CERTAIN ELECTION PROCEDURES
WITH RESPECT TO LANDOWNER ELECTION FOR
COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES)
OF THE CITY OF MURRIETA
(ANNEXATION NO. 2—KENSINGTON APARTMENTS)**

The undersigned, Caleb Roope, acting on behalf of Murrieta Pacific Associates, A California Limited Partnership, a California limited partnership (the "Owner"), hereby certifies to the City of Murrieta (the "City"), with respect to the proposed annexation of territory Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta (the "District"), as follows:

1. The undersigned has been duly authorized by the Owner and possesses all authority necessary to execute this Waiver on behalf of the Owner in connection with the election to be called by the City Council of the City with respect to the District. The Owner hereby appoints Caleb Roope to act as its authorized representative to vote in the election referred to herein and certifies that his true and exact signature is set forth below:

Signature of Caleb Roope: _____

2. The Owner is the present owner of _____ acres of land as described in Attachment "A" hereto (the "Annexation Territory"). There are no registered voters residing within the Annexation Territory owned by the Owner and have been none during the 90-day period preceding July 15, 2025.

3. The Owner has received notice of the July 15, 2025 public hearing to be held by the City Council of the City regarding the approval of (i) annexation of the Annexation Territory to the District and (ii) the levy of special taxes within the Annexation Territory in accordance with the rate and method for the District. The Owner agrees that it received adequate notice of the July 15, 2025 hearing.

4. The Owner has received from the City and the City has made available to the Owner necessary and relevant information regarding the proposed annexation and levy of the special tax, as set forth in Resolution No. 25-4842 adopted by the City Council on June 3, 2025 (the "Resolution").

5. The undersigned understands that if the proceedings for the annexation of the Annexation Territory to the District are undertaken on or after July 15, 2025, an election will be held by the District on the propositions set forth in the sample ballot attached hereto as Attachment "B" less than 90 days after the close of the July 15, 2025 public hearing as in accordance with Section 53339.7 of the Government Code, without the preparation of an impartial analysis, arguments or rebuttals concerning the election as provided for by Elections Code Sections 9160 to 9167, inclusive, and 9190 and without preparation of a tax rate statement as provided in Section 9401 of the Elections Code and without further notice of such election as required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the election, in accordance with the authority contained in Government Code Section 53339.7, the Owner waives compliance with the foregoing provisions of the Elections Code and Government Code, with any time limits or other procedural requirements pertaining to the conduct of the election which are not being complied with and consents to

having the election on any date on or after the close of the July 15, 2025 public hearing and consents to the closing of the election as soon as all ballots are received by the City Clerk.

6. The undersigned hereby represents that compliance with the procedural requirements for conducting the election, including the receipt of any ballot arguments and impartial analysis and the time limitations which apply in connection with scheduling, mailing and publishing notices for such an election, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the annexation of the Annexation Territory to the District and imposition of the special tax as set forth in the Resolution to allow it to properly complete the attached ballot. The Owner further waives its right to make any protest or complaint or undertake any legal action challenging the validity of the election or the levy of the special tax to finance services for the benefit of the Annexation Territory in accordance with the rate and method of apportionment of special tax for the District.

Dated: June __, 2025

**MURRIETA PACIFIC ASSOCIATES, A
CALIFORNIA LIMITED PARTNERSHIP,**
a California limited partnership

By: TPC Holdings IX, LLC,
an Idaho limited liability company,
Its: Administrative General Partner

By: Pacific West Communities, Inc.,
an Idaho corporation
Its: Manager

By: _____
Name: Caleb Roope
Its: President and CEO

ATTACHMENT "A"

DESCRIPTION OF PROPERTY

copy
SHEET 1 OF 1 SHEET

**ANNEXATION MAP NO. 2
COMMUNITY FACILITIES DISTRICT NO. 2025-2
(MAINTENANCE SERVICES)
OF THE CITY OF MURRIETA,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES), OF THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AT A REGULAR MEETING THEREOF, HELD ON 3rd DAY OF JUNE, 2025 BY RESOLUTION NO. 25-4742

CITY CLERK
CITY OF MURRIETA

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF MURRIETA, THIS DAY OF JUNE, 2025

CITY CLERK
CITY OF MURRIETA

RECORDED THIS 10th DAY OF JUNE, 2025 AT THE HOUR OF 3:31 O'CLOCK PM IN BOOK 94 PAGE 50 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE: 19.00 NO.: 2025-0173990
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER
BY: Ullalok DEPUTY

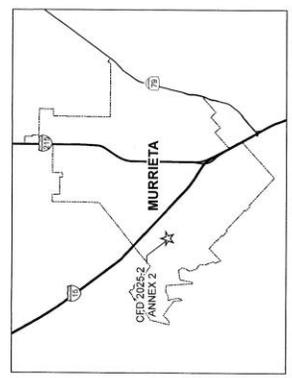
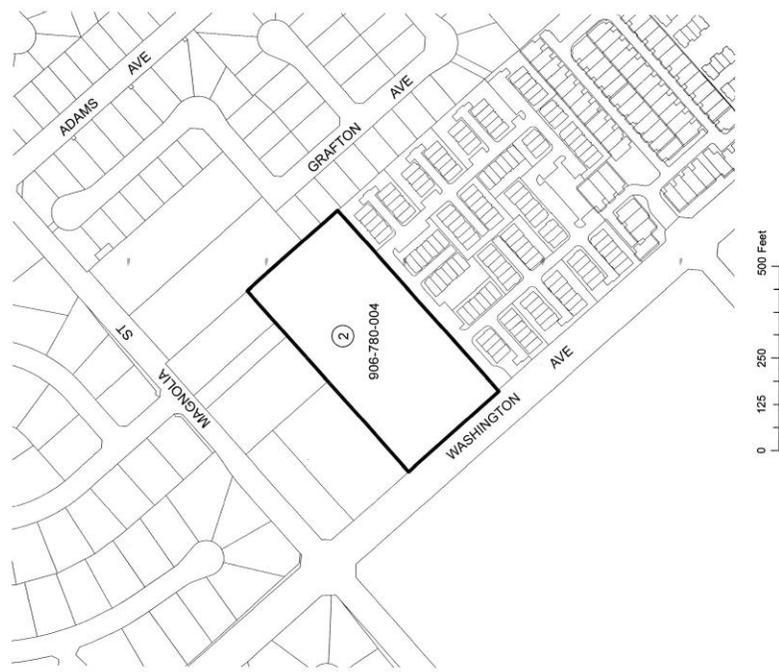
LEGEND

- CITY BOUNDARY
- ANNEXATION AREA BOUNDARY
- PARCEL LINE
- XXX-XXXXXX ASSESSOR PARCEL NUMBER
- ② TAX ZONE

THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT, ENGINEERING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFERRED TO IN THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2024-25.

THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES), OF THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON FEBRUARY 20, 2025 IN BOOK 95 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 27 AND AS INSTRUMENT NO. 2025-0050551 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.



SPICER
CONSULTING GROUP

ATTACHMENT "B"

SAMPLE BALLOT

**COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES)
OF THE CITY OF MURRIETA**

ANNEXATION AND SPECIAL TAX ELECTION

July 15, 2025

You are entitled to cast _____ votes.

To vote, stamp a cross (+) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another.

PROPOSITION A: Shall the territory described in Attachment "A" of Resolution No. 25-4842 of the City Council of the City of Murrieta be annexed to Community Facilities District No. 2025-2 of the City of Murrieta (Maintenance Services)? YES _____
NO _____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Attachment "B" to Resolution No. 25-4842 of the City Council of the City of Murrieta be levied on property described in Attachment "A" of Resolution No. 25-4842 to pay for the Services and other purposes described in Resolution No. 24-4842? YES _____
NO _____

RESOLUTION NO. 25-4872

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 OF THE CITY OF MURRIETA (MAINTENANCE SERVICES), ANNEXING TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2025-2 OF THE CITY OF MURRIETA (MAINTENANCE SERVICES), AND CALLING ELECTIONS THEREIN (ANNEXATION NO. 2— KENSINGTON APARTMENTS)

WHEREAS, on February 4, 2025, the City Council (the “City Council”) of the City of Murrieta adopted Resolution No. 25-4806 (the “Resolution of Intention”), declaring its intention to establish Community Facilities District No. 2025-2 of the City of Murrieta (Maintenance Services) (“Community Facilities District No. 2025-2” or the “District”) and a Potential Annexation Area therein (the “Potential Annexation Area”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”); and

WHEREAS, after a duly noticed public hearing, the City Council adopted Resolution No. 25-4822 (the “Resolution of Formation”) establishing Community Facilities District No. 2025-2 and the Potential Annexation Area and calling a special election therein to authorize (i) the levy of special taxes pursuant to the rate and method of apportionment of the special tax, as set forth in Attachment “A” attached to the Resolution of Formation (the “Original Rate and Method”), and (ii) the establishment of an appropriations limit for Community Facilities District No. 2025-2; and

WHEREAS, pursuant to a petition signed by Murrieta Pacific Associates, A California Limited Partnership, a California limited partnership (the “Owner”), on June 3, 2025, the City Council adopted Resolution No. 25-4842 (the “Resolution of Intention”), stating its intention to annex the territory described in Attachment “A” to the Resolution of Intention (the “Annexation Territory”) to the District; and

WHEREAS, a notice of a public hearing to be held on July 15, 2025 was published and mailed to all landowners of the land proposed to be included within the Annexation Territory as required by law relative to the intention of the City Council to annex the Annexation Territory to the District and to levy a special tax in accordance with the Rate and Method (as defined below); and

WHEREAS, on July 15, 2025, this City Council held a noticed public hearing as required by law relative to the proposed annexation of the Annexation Territory, the levy of special taxes therein in accordance with the rate and method of apportionment of special tax attached as Attachment “B” to the Resolution of Intention (the “Rate and Method”), which Rate and Method is identical to the Original Rate and Method in all respects except that Appendix A thereto has been updated in accordance with the terms of the Original Rate and Method to reflect prior annexations to the District and the annexation described herein; and

WHEREAS, at the July 15, 2025 public hearing all persons desiring to be heard on all matters pertaining to the proposed annexation of the Annexation Territory to the District and the levy of the special taxes within the Annexation Territory in accordance with the Rate and Method were heard and a full and fair hearing was held; and

WHEREAS, at the public hearing, evidence was presented to the City Council on the matters before it, and the proposed annexation of the Annexation Territory to the District and the levy of special taxes within the Annexation Territory in accordance with the Rate and Method was not precluded by a majority protest of the type described in Section 53339.6 of the Act, and this City Council at the conclusion of the hearing is fully advised as to all matters relating to the annexation of the Annexation Territory and the levy of the special taxes in accordance with the Rate and Method; and

WHEREAS, the City Council has determined that there have been fewer than twelve registered voters residing in the Annexation Territory for the period of 90 days prior to July 15, 2025 and that the qualified electors in Annexation Territory are the landowners therein; and

WHEREAS, on the basis of all of the foregoing, the City Council has determined at this time to proceed with the annexation of the Annexation Territory to the District and to call an election within the Annexation Territory to authorize the levy of special taxes pursuant to the Rate and Method;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA, ACTING HAS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES) OF THE CITY OF MURRIETA AS FOLLOWS:

Section 1. Each of the above recitals is true and correct.

Section 2. The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the District and the proposed annexation of the Annexation Territory to the District were valid and in conformity with the requirements of law, including the Act.

Section 3. The map showing the original boundaries of the District designated “Proposed Boundary Map Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta, County of Riverside, State of California,” is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the City of County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder’s office of the County of Riverside in Book No. 95 Page No. 27, on February 20, 2025 as Instrument No. 2025-0050551.

In addition, the map showing the Potential Annexation Area designated “Boundaries— Potential Annexation Area Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta, County of Riverside, State of California,” is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the City of County Book of Maps of Assessment and Community Facilities Districts in the

Assessor-County Clerk-Recorder's office of the County of Riverside in Book No. 95 Page No. 26, on February 20, 2025 as Instrument No. 2025-0050550.

In addition, the map showing the Annexation Territory proposed to be annexed to the District and be made subject to taxation designated "Annexation Map No. 1 Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta, County of Riverside, State of California," is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the City of County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder's office of the County of Riverside in Book No. 96 Page No. 50, on June 10, 2025 as Instrument No. 2025-0175990.

Section 4. The City Council hereby adopts the Rate and Method attached as Attachment "B" to the Resolution of Intention as the applicable rate and method for the Annexation Territory. Except where funds are otherwise available, it is the intention of the City Council, subject to the approval of the eligible voters within the Annexation Territory, to levy the proposed special taxes at the rates within the Annexation Territory set forth in the Rate and Method on all non-exempt property within the Annexation Territory sufficient to pay for (i) the Services (as defined in the Rate and Method), (ii) fund an operating reserve for the costs of Services as determined by the City, and (v) Administrative Expenses (as defined in the Rate and Method). The District expects to incur, and in certain cases has already incurred, Administrative Expenses in connection with the annexation of the Annexation Territory to the District. The rate and method of apportionment of the special tax applicable to the Annexation Territory is described in detail in Attachment "B" to the Resolution of Intention which is incorporated herein by this reference, and the City Council hereby finds that Attachment "B" to the Resolution of Intention contains sufficient detail to allow each landowner within the Annexation Territory to estimate the maximum amount that may be levied against each parcel. The special tax is apportioned to each parcel on the foregoing bases pursuant to Section 53325.3 of the Act and such special tax is not on or based upon the ownership of real property.

Section 5. The City's City Manager will be responsible for preparing annually, or authorizing a designee to prepare, a current roll of special tax levy obligations by assessor's parcel number and will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act. The special tax may be levied for such period as the Services are needed, as further described in Attachment "B" to the Resolution of Intention.

Section 6. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all non-exempt real property in the Annexation Territory and this lien shall continue in force and effect until the levy of the special tax by the District ceases in accordance with the Rate and Method.

Section 7. Consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within the Annexation Territory, if any, devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land within the Annexation

Territory and will be benefited by the Services proposed to be provided within Community Facilities District No. 2025-2 and the Annexation Territory.

Section 8. It is hereby further determined that there is no ad valorem property tax currently being levied on property within the Annexation Territory for the exclusive purpose of paying for the same services as are proposed to be provided by Community Facilities District No. 2025-2.

Section 9. Written protests against the annexation of the Annexation Territory to the District and the levy of the special tax therein have not been filed by one-half or more of the registered voters within the boundaries of the Annexation Territory or by the property owners of one-half or more of the area of land within the boundaries of the Annexation Territory or the District. The City Council hereby finds that the proposed special tax for the Annexation Territory has not been precluded by a majority protest pursuant to Section 53324 of the Act.

Section 10. An election is hereby called for the Annexation Territory on the propositions of annexation to the District and the levying the special tax on the property within such Annexation Territory, pursuant to Section 53339.7 of the Act. The propositions to be placed on the ballot for the Annexation Territory are attached hereto as Attachment "A."

Section 11. The date of the foregoing election for the proposed Annexation Territory shall be July 15, 2025, or such later date as is consented to by the City Clerk and the landowners within the Annexation Territory. The City Clerk shall conduct the elections. Except as otherwise provided by the Act, the elections shall be conducted by personally delivered or mailed ballot and, except as otherwise provided by the Act, the elections shall be conducted in accordance with the provisions of law regulating elections of the City insofar as such provisions are determined by the City Clerk to be applicable.

Section 12. It is hereby found that there are not more than twelve registered voters within the territory of the Annexation Territory, and, pursuant to Section 53339.7 of the Act, each landowner who is the owner of record on the date hereof, or the authorized representative thereof, shall have one vote for each acre or portion thereof that he or she owns within the Annexation Territory.

Section 13. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 15th day of July, 2025.

CITY COUNCIL OF THE CITY OF
MURRIETA

By: _____
Cindy Warren
Mayor of the City of Murrieta

ATTEST:

Cristal McDonald
City Clerk of the City of Murrieta

APPROVED AS TO FORM:

Tiffany Israel
City Attorney of the City of Murrieta

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)ss.
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that the foregoing Resolution No. 25-4872 was duly adopted by the City Council of the City of Murrieta at a regular meeting held on the 15th day of July, 2025, by the following votes:

AYES:

NOES:

ABSENT:

CRISTAL MCDONALD, CITY CLERK

ATTACHMENT “A”

BALLOT PROPOSITIONS

**COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES)
OF THE CITY OF MURRIETA**

ANNEXATION AND SPECIAL TAX ELECTION

July 15, 2025

PROPOSITION A: Shall the territory described in Attachment “A” of Resolution No. 25-4842 of the City Council of the City of Murrieta be annexed to Community Facilities District No. 2025-2 of the City of Murrieta (Maintenance Services)?

YES _____
NO _____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Attachment “B” to Resolution No. 25-4842 of the City Council of the City of Murrieta be levied on property described in Attachment “A” of Resolution No. 25-4842 to pay for the Services and other purposes described in Resolution No. 24-4842?

YES _____
NO _____

RESOLUTION NO. 25-4873

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES) CERTIFYING THE RESULTS OF THE JULY 15, 2025 ANNEXATION AND SPECIAL TAX ELECTION (ANNEXATION NO. 2—KENSINGTON APARTMENTS)

WHEREAS, the City Council (the “City Council”) of City of Murrieta (the “City”) called and duly held an election on July 15, 2025 within the boundaries of certain territory (the “Annexation Territory”) described in Attachment “A” to Resolution No. 25-4842 adopted by the City Council on June 3, 2025, which territory is to be annexed to Community Facilities District No. 2025-2 of the City of Murrieta (Maintenance Services) (“Community Facilities District No. 2025-2” or the “District”) pursuant to Resolution No. 25-4872 for the purpose of presenting to the qualified electors within the Annexation Territory the propositions attached hereto as Attachment A; and

WHEREAS, there has been presented to this City Council a certificate of the City Clerk canvassing the results of the election, a copy of which is attached hereto as Attachment B;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AS FOLLOWS:

Section 1. Each of the above recitals is true and correct.

Section 2. Propositions A and B presented to the qualified electors of the District on July 15, 2025 were approved by two-thirds or more of the votes cast at said election and Propositions A and B each has carried. The City Council, acting as the legislative body of the District, is hereby authorized to levy on the land within the District the special tax described in Proposition A for the purposes described therein.

Section 3. The City Clerk is hereby directed to record in the Assessor-County Clerk-Recorder’s office of the County of Riverside within fifteen days of the date hereof a notice of special tax lien with respect to the District which Bond Counsel to the District shall prepare in the form required by Streets and Highways Code Section 3114.5.

Section 4. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 15th day of July, 2025.

CITY COUNCIL OF THE CITY OF
MURRIETA

By: _____
Cindy Warren
Mayor of the City of Murrieta

ATTEST:

Cristal McDonald
City Clerk of the City of Murrieta

APPROVED AS TO FORM:

Tiffany Israel
City Attorney of the City of Murrieta

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)ss.
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that the foregoing Resolution No. 25-4873 was duly adopted by the City Council of the City of Murrieta at a regular meeting held on the 15th day of July, 2025, by the following votes:

AYES:

NOES:

ABSENT:

CRISTAL MCDONALD, CITY CLERK

ATTACHMENT “A”

BALLOT PROPOSITIONS

**COMMUNITY FACILITIES DISTRICT NO. 2025-2 (MAINTENANCE SERVICES)
OF THE CITY OF MURRIETA**

ANNEXATION AND SPECIAL TAX ELECTION

July 15, 2025

PROPOSITION A: Shall the territory described in Attachment “A” of Resolution No. 25-4842 of the City Council of the City of Murrieta be annexed to Community Facilities District No. 2025-2 of the City of Murrieta (Maintenance Services)?

YES _____
NO _____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Attachment “B” to Resolution No. 25-4841 of the City Council of the City of Murrieta be levied on property described in Attachment “A” of Resolution No. 25-4842 to pay for the Services and other purposes described in Resolution No. 24-4842?

YES _____
NO _____

ATTACHMENT “B”

**CERTIFICATE OF CITY CLERK
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that I have examined the returns of the Special Tax and Annexation Election for Community Facilities District No. 2025-2 (Maintenance Services) of the City of Murrieta. The election was held in the City of Murrieta Council Chambers, 1 Town Square, Murrieta, California, on July 15, 2025. I caused to be delivered ballots to each qualified elector. _____ (_____) ballots were returned.

I further certify that the results of said election and the number of votes cast for and against Propositions A and B are as follows:

| <u>PROPOSITION A</u> | <u>PROPOSITION B</u> |
|----------------------|----------------------|
| YES: | YES: |
| NO: | NO: |
| TOTAL: | TOTAL: |

Dated this 15th day of July, 2025.

CRISTAL MCDONALD, CITY CLERK



CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 20.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Javier Carcamo, Finance Director

SUBJECT: Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta

RECOMMENDATION

Hold a public hearing regarding the formation of Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta;

Adopt Resolution No. 25-4874 entitled: *A Resolution of the City Council of the City of Murrieta, California, Establishing Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta, Authorizing the Levy of a Special Tax Therein, Calling an Election and Approving and Authorizing Certain Actions Related Thereto;*

Direct the City Clerk to hold an election within CFD No. 2025-S;

Adopt Resolution No. 25-4875 entitled: *A Resolution of the City Council of the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta Certifying Election Results; and*

Introduce Ordinance No. 621-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta Authorizing the Levy of Special Taxes.*

PRIOR ACTION/VOTE

On April 5, 2016, the City Council adopted Resolution No. 16-3536 amending the Land Secured Financing Policy (Vote: 5-0).

On October 3, 2023, the City Council considered an Amendment to the Community Facilities District Goals and Policies and directed staff to present the recommendations in a workshop (Vote: 3-2).

On December 5, 2023, the City Council held a workshop on Community Facilities District Goals and Policies and adopted Resolution No. 23-4717 (Vote: 5-0).

On May 6, 2025, the City formed Community Facilities District No. 2025-1 (Safety Services), Community

Facilities District No. 2025-2 (Maintenance Services) and Community Facilities District No. 2025-3 (Discovery Village) (Vote:5-0).

On June 3, 2025, the City Council adopted a Resolution of Intention (Resolution Np. 25-4838) to establish Community Facilities District No. 2025-S (Safety Services) and set a public hearing for the formation of Community Facilities District No. 2025-S (Safety Services) for July 15, 2025 (Vote: 5-0).

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

DISCUSSION

Community Facilities Districts

Community Facility Districts (CFDs) are formed pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Mello-Roos Act”) and are a widely used financing mechanism, frequently used to fund infrastructure associated with new significant (large) development projects, such as water and sewer facilities, storm drain facilities, roads, and parks and to finance the provision of certain municipal services.

A simplified example of CFD implementation is as follows:

- A developer submits a petition to form the CFD to the City or Special District (water districts frequently form CFDs) to start formation proceedings.
- In the City’s case, staff presents the petition to the City Council for approval.
- The District is formed by a vote of the property owners.
- Once approved, the city approves the issuance of bonds, which are sold to investors.
- Proceeds from the sale of the bonds are used to build the infrastructure associated with the project.
- The bonds are paid off over time (typically 30 years) by the buyers of homes within the project as a part of their property tax bill.

On December 5, 2023, the City Council adopted amendments to the Community Facilities District Goals and Policies. In addition to changes related to state law, other changes contained in the amended policy include:

- A list of eligible facilities that can be financed;
- Adding an escalator of up to two percent (2%) per year for facilities;
- Adding an escalator for service or maintenance CFDs to cover increases in the cost of providing services;
- Allowing Development Impact Fees (DIF) to be financed; and

- Increasing the maximum cap on the assessed value of a property from 1.8% to 2.0%.

Additional Authorized Services

The Mello-Roos Act also authorizes the City to establish a CFD to finance certain public services through the levy of a special tax. The services that can be funded include the following:

- Police protection services, including, but not limited to, criminal justice (limited to providing services for jails, detention facilities, and juvenile halls).
- Fire protection and suppression services, and ambulance and paramedic services.
- Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities
- Maintenance and lighting of parks, parkways, streets, roads, and open spaces.
- Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, plowing and removal of snow, and sandstorm protection systems.
- Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the local agency or by another local agency (by agreement).

Community Facilities District No. 2025-1 (Safety Services)

On May 6, 2025, the City Council and the landowner for the Discovery Village project approved the formation of Community Facilities District No. 2025-1 (Safety Services) in order to finance public safety services. CFD No. 2025-1 currently consists only of the property within the Discovery Village development project and designated the remainder of the City as a “Potential Annexation Area,” whereby new development projects meeting certain design criteria will be required by the City to annex to CFD No. 2025-1. However, the Rate and Method of Apportionment of Special Tax for CFD No. 2025-1, as approved by the City Council and the landowner within CFD No. 2025-1 on May 6, 2025, includes special tax rates for multi-family residential property and single-family residential property, and the special taxes for each category of property will increase annually each July 1 by four percent (4%), commencing July 1, 2026, but does not include a special tax for affordable housing residential property. When approving the Rate and Method of Apportionment of Special Tax for CFD No. 2025-1, the City Council directed the formation of a new public safety services CFD to apply to future development projects within the City. This new public safety will impose a special tax on affordable housing residential property, multi-family residential property, and single-family residential property, which includes an annual escalation of the special tax for each category of property. Therefore, it is not expected that future development projects within the City will be annexed into CFD No. 2025-1.

The Rustic Meadows Project, the Kensington Apartments Project and Community Facilities District No. 2025-S (Safety Services)

The owner of property within the proposed Rustic Meadows development project and the owner of property within the proposed Kensington Apartments development project (collectively, the “Property Owners”) are required by the City’s Community Facilities District Goals and Policies, as amended in December 2023, to either annex to or request the formation of a Public Safety Services CFD. Accordingly, the Property Owners have submitted petitions requesting that the City form a new public safety services CFD which includes a special tax on affordable housing residential property, multi-family residential property, and single-family residential property which includes an annual escalation of the special tax for each category of property. The

new public safety CFD is expected to be called Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta.

Similar to CFD No. 2025-1, CFD No. 2025-S will initially consist only of the property within the Rustic Meadows development project and the Kensington Apartments development project; however, the remainder of the City will be designated as a “Potential Annexation Area” and new development projects meeting certain design criteria will be required to annex to CFD No. 2025-S.

CFD No. 2025-S would levy a special tax in accordance with the Mello-Roos Act on parcels of residential property to finance public safety services. Services eligible to be financed by CFD No. 2025-S include police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services. The special taxes within CFD No. 2025-S are \$150 per unit of affordable housing residential property, \$468 per unit of multi-family residential property and \$580 per unit of single-family property and the special taxes for each category of property will increase annually each July 1 by four percent (4%), commencing July 1, 2026.

The Resolution of Intention adopted on June 3, 2025, was the first step in the process of forming CFD No. 2025-S and declared the City’s intention to establish CFD No. 2025-S and called for a public hearing on the matter of the formation of CFD No. 2025-S to take place on July 15, 2025.

In connection with the public hearing, Spicer Consulting Group has prepared a Public Hearing Report, which describes and analyzes the services to be financed by CFD No. 2025-S and the estimated costs of such services. Following the closure of the public hearing for CFD No. 2025-S, the City Council will be asked to adopt a Resolution of Formation which approves the formation of CFD No. 2025-S and the levy of the special taxes in CFD No. 2025-S in accordance with the Rate and Method of Apportionment for CFD No. 2025-S. The Resolution of Formation calls for an election to submit to the qualified voters of CFD No. 2025-S ballot measures on the approval of the special taxes and appropriations limits for CFD No. 2025-S.

On file with the City Clerk is a Certificate of the Registrar of Voters of Riverside County for CFD No. 2025-S certifying that there are no registered voters residing within the boundaries of CFD No. 2025-S. Accordingly, under the Mello-Roos Act, only property owners owning land are eligible to vote at the election, with each owner having one vote for each acre (or portion thereof) that they own within CFD No. 2025-S. The Property Owners have each executed a consent and waiver of certain election procedures for CFD No. 2025-S with respect to the election, including certain timing requirements with respect to the election, in accordance with the Mello-Roos Act. Accordingly, if the City Council approves the Resolution of Formation, the City Clerk will conduct the election. The Property Owners will have delivered their ballots to the City Clerk in advance of the public hearing, and the City Clerk will announce the election results, and the City Council will be asked to adopt Resolutions Certifying the Election Results for CFD No. 2025-S. Upon certification that 2/3rds of the votes cast are in favor of the propositions voted upon, the Resolution Certifying the Election Results will direct the City Clerk to record a notice of special tax lien on the property within CFD No. 2025-S. The City Council will then be asked to introduce an ordinance authorizing the levy of the special tax within CFD No. 2025-S in accordance with the Rate and Method of Apportionment.

The owner of the property within the proposed Rustic Meadows project within the City is Whitewood-Murrieta, L.P. The Rustic Meadows project is located at the Southeast corner of the intersection of Clinton Keith Road and Whitewood Road. At full buildout, the project is proposed to include approximately 153 single-family homes and will be developed by Century Communities of California, LLC.

The owner of property within the proposed Kensington Apartments project is Murrieta Pacific Associates, Inc. The Kensington Apartments project is a proposed affordable housing project located near the corner of

Washington Avenue and Magnolia Street.

FISCAL IMPACT

The Property Owners have made deposits to pay for the costs of the formation proceedings of CFD No. 2025-S. The deposit made by Century Communities may be reimbursed to Century Communities from proceeds of a future bond issuance by the separate facilities CFD being formed in connection with the Rustic Meadows development. If established and subject to necessary Council and voter approvals, CFD No. 2025-S will annually levy special taxes on all of the taxable property within the CFD No. 2025-S in accordance with the RMA (as attached to the Resolution of Intention). Such special taxes will be used to pay for the costs of safety services and administration of the CFD No. 2025-S. The levying of the special taxes for services is expected to alleviate some of the financial impact of the new development on the costs of providing such services to the Property by the City. At full build-out, special tax revenues are projected to total \$88,740 for the Rustic Meadows project and \$18,900 for the Kensington Apartments project.

ATTACHMENTS

1. Landowner Waiver (Whitewood Murrieta) (CFD 2025-S)
2. Landowner Waiver (Murrieta Pacific Associates) (CFD 2025-S)
3. Public Hearing Report (CFD 2025-S)
4. Resolution No. 25-4874
5. Resolution No. 25-4875
6. Ordinance No. 621-25
7. Certificate of the Registrar of Voters - Location 1 (CFD 2025-S)
8. Certificate of the Registrar of Voters - Location 2 (CFD 2025-S)

**WAIVER OF CERTAIN ELECTION PROCEDURES
WITH RESPECT TO LANDOWNER ELECTION FOR
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES)
OF THE CITY OF MURRIETA**

The undersigned, Steven C. Porath, acting on behalf of Whitewood—Murrieta, L.P., a Delaware limited partnership (the “Owner”), hereby certifies to the City of Murrieta (the “City”), with respect to the proposed formation of Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta (the “District”), as follows:

1. The undersigned has been duly authorized by the Owner and possesses all authority necessary to execute this Waiver on behalf of the Owner in connection with the election to be called by the City Council of the City with respect to the District. The Owner hereby appoints Steven C. Porath to act as its authorized representatives to vote in the election referred to herein and certifies that their true and exact signatures are set forth below:

Signature of Steven C. Porath: _____

2. The Owner is the present owner of 9.99 acres of land located within the proposed boundaries of the District. There are no registered voters residing within the territory owned by the Owner and have been none during the 90-day period preceding July 15, 2025.

3. The Owner has received notice of the July 15, 2025 public hearing to be held by the City Council of the City regarding the levy of a special tax in the District. The Owner agrees that it received adequate notice of the July 15, 2025 hearing.

4. The Owner has received from the City and the City has made available to the Owner necessary and relevant information regarding the proposed formation of the District and the imposition of the special tax as set forth in Resolution No. 25-4838 adopted by the City Council on June 3, 2025 (together, the “Resolution”) to finance the services as set forth in the Resolution.

5. The undersigned understands that if the District is formed on or after July 15, 2025, an election will be held by the District on the propositions set forth in the sample ballot attached hereto as Exhibit “A” less than 90 days after the close of the July 15, 2025 public hearing as in accordance with Section 53326 of the Government Code, without the preparation of an impartial analysis, arguments or rebuttals concerning the election as provided for by Elections Code Sections 9160 to 9167, inclusive, and 9190 and without preparation of a tax rate statement as provided in Section 9401 of the Elections Code and without further notice of such election as required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the election, in accordance with the authority contained in Government Code Sections 53326 and 53327, the Owner waives compliance with the foregoing provisions of the Elections Code and Government Code, with any time limits or other procedural requirements pertaining to the conduct of the election which are not being complied with and consents to having the election on any date on or after the close of the July 15, 2025 public hearing and consents to the closing of the election as soon as all ballots are received by the City Clerk.

6. The undersigned hereby represents that compliance with the procedural requirements for conducting the election, including the receipt of any ballot arguments and impartial analysis and the time limitations which apply in connection with scheduling, mailing

and publishing notices for such an election, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the special tax as set forth in the Resolution to allow it to properly complete the attached ballot. The Owner further waives its right to make any protest or complaint or undertake any legal action challenging the validity of the election, the validity of any bonded indebtedness issued by the District as approved at the election, or the levy of the special tax to finance services for the benefit of the District.

Dated: June __, 2025

WHITEWOOD—MURRIETA, L.P.,
a Delaware limited partnership

By: Cal Hearthstone PBLO GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____
Steven C. Porath
Authorized Representative

EXHIBIT A

OFFICIAL BALLOT

**COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES)
OF THE CITY OF MURRIETA**

SPECIAL TAX ELECTION

July 15, 2025

PROPOSITION A: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 25-4838 of the City Council of the City of Murrieta be levied to pay for the Services, Services Incidental Expenses and other purposes described in Resolution No. 25-4838 of the City Council of the City of Murrieta?

YES _____

NO _____

PROPOSITION B: For each year commencing with Fiscal Year 2025-2026, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for Community Facilities District No. 2025-S (Safety Services) be an amount equal to \$1,000,000,000?

YES _____

NO _____

**WAIVER OF CERTAIN ELECTION PROCEDURES
WITH RESPECT TO LANDOWNER ELECTION FOR
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES)
OF THE CITY OF MURRIETA**

The undersigned, Caleb Roope, acting on behalf of Murrieta Pacific Associates, a California limited partnership (the "Owner"), hereby certifies to the City of Murrieta (the "City"), with respect to the proposed formation of Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta (the "District"), as follows:

1. The undersigned has been duly authorized by the Owner and possesses all authority necessary to execute this Waiver on behalf of the Owner in connection with the election to be called by the City Council of the City with respect to the District. The Owner hereby appoints Caleb Roope to act as its authorized representatives to vote in the election referred to herein and certifies that their true and exact signatures are set forth below:

Signature of Caleb Roope: _____

2. The Owner is the present owner of _____ acres of land located within the proposed boundaries of the District. There are no registered voters residing within the territory owned by the Owner and have been none during the 90-day period preceding July 15, 2025.

3. The Owner has received notice of the July 15, 2025 public hearing to be held by the City Council of the City regarding the levy of a special tax in the District. The Owner agrees that it received adequate notice of the July 15, 2025 hearing.

4. The Owner has received from the City and the City has made available to the Owner necessary and relevant information regarding the proposed formation of the District and the imposition of the special tax as set forth in Resolution No. 25-4838 adopted by the City Council on June 3, 2025 (together, the "Resolution") to finance the services as set forth in the Resolution.

5. The undersigned understands that if the District is formed on or after July 15, 2025, an election will be held by the District on the propositions set forth in the sample ballot attached hereto as Exhibit "A" less than 90 days after the close of the July 15, 2025 public hearing as in accordance with Section 53326 of the Government Code, without the preparation of an impartial analysis, arguments or rebuttals concerning the election as provided for by Elections Code Sections 9160 to 9167, inclusive, and 9190 and without preparation of a tax rate statement as provided in Section 9401 of the Elections Code and without further notice of such election as required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the election, in accordance with the authority contained in Government Code Sections 53326 and 53327, the Owner waives compliance with the foregoing provisions of the Elections Code and Government Code, with any time limits or other procedural requirements pertaining to the conduct of the election which are not being complied with and consents to having the election on any date on or after the close of the July 15, 2025 public hearing and consents to the closing of the election as soon as all ballots are received by the City Clerk.

6. The undersigned hereby represents that compliance with the procedural requirements for conducting the election, including the receipt of any ballot arguments and impartial analysis and the time limitations which apply in connection with scheduling, mailing

and publishing notices for such an election, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the special tax as set forth in the Resolution to allow it to properly complete the attached ballot. The Owner further waives its right to make any protest or complaint or undertake any legal action challenging the validity of the election, the validity of any bonded indebtedness issued by the District as approved at the election, or the levy of the special tax to finance services for the benefit of the District.

Dated: June __, 2025

**MURRIETA PACIFIC ASSOCIATES, A
CALIFORNIA LIMITED PARTNERSHIP,**
a California limited partnership

By: TPC Holdings IX, LLC,
an Idaho limited liability company,
Its: Administrative General Partner

By: Pacific West Communities, Inc.,
an Idaho corporation
Its: Manager

By: _____
Name: Caleb Roope
Its: President and CEO

EXHIBIT A

OFFICIAL BALLOT

**COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES)
OF THE CITY OF MURRIETA**

SPECIAL TAX ELECTION

July 15, 2025

PROPOSITION A: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 25-4838 of the City Council of the City of Murrieta be levied to pay for the Services, Services Incidental Expenses and other purposes described in Resolution No. 25-4838 of the City Council of the City of Murrieta?

YES _____

NO _____

PROPOSITION B: For each year commencing with Fiscal Year 2025-2026, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for Community Facilities District No. 2025-S (Safety Services) be an amount equal to \$1,000,000,000?

YES _____

NO _____

CITY OF MURRIETA

Public Hearing Report



Community Facilities District No. 2025-S
(Safety Services)

July 15, 2025

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Background

On June 3, 2025, the City Council of the City of Murrieta (the “City”), adopted a Resolution of Intention to form Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta (the “CFD No. 2025-S” or “District”), Resolution No. 2025-4838, pursuant to the provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, (the “Act”).

The CFD No. 2025-S is currently comprised of two tracts for residential development. The first development, known as Rustic Meadows, includes Tract Map No. 38199 consisting of one undeveloped parcel of approximately 10 gross acres to include 153 single family homes at build-out. The second development, known as Kensington Apartments, includes Assessor’s Parcel Number 906-780-004 consisting of one undeveloped parcel of approximately 5 gross acres to include a 126 affordable housing apartment units. The Rustic Meadows project is generally located on the southwest corner of the intersection of Whitewood Road and Clinton Keith Road, east of Interstate 215. The Kensington Apartments project is generally located on the eastern corner of the intersection of Magnolia Street and Washington Avenue, west of Interstate 15.

For a map showing the boundaries of CFD No. 2025-S please see Appendix B.

Purpose of Public Hearing Report

WHEREAS, this Community Facilities District Report (“Report”) is being provided to the City Council and generally contains the following:

1. A general description of the services proposed to be financed from the levy of the special tax; and
2. A general cost estimate setting forth costs of providing such services; and
3. Further information regarding the implementation of the rate and method of apportionment of the special tax proposed to be levied within the District.

The Rate and Method of Apportionment of the Special Tax which was included in the Resolution of Intention and approved by the City Council.

For particulars, reference is made to the Resolution of Intention as previously approved and adopted and is included in Appendix C.

NOW, THEREFORE, the undersigned, authorized representative of Spicer Consulting Group, LLC, the appointed responsible officer, or person directed to prepare the Public Hearing Report, does hereby submit the following data:

Description of the Services

The services which may be funded with proceeds of the special tax of CFD No. 2025-S, as provided by Section 53313 of the Act, will include some or all of the costs attributable to public safety. Capitalized terms used and not defined herein shall have the meanings set forth in the Rate and Method of Apportionment of Special Tax for CFD No. 2025-S.

These services include police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services.

Administrative Expenses

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment.

The above services shall be limited to those provided within the boundaries of CFD No. 2025-S and the future Annexation Area of CFD No. 2025-S or for the benefit of the properties within the boundaries of CFD No. 2025-S and the future Annexation Area of CFD No. 2025-S, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2025-S only to the extent that they are in addition to those provided in the territory of CFD No. 2025-S before CFD No. 2025-S was created.

The estimate is based on the cost of actual services provided by the City of Murrieta. The estimated cost for Fiscal Year 2025-26 of providing such services, based upon current dollars, which is subject to escalation, is as follows:

The estimated annual cost of providing police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services being funded by the Special tax for Community Facilities District No. 2025-S (Safety Services) as, as outlined above, will be as follows:

1. \$580.00 per residential unit for single family residential property
2. \$468.00 per residential unit for multi-family residential property
3. \$150.00 per residential unit for affordable housing property

The estimated annual cost of providing safety services at build-out for the subject properties are detailed below:

**Table 3-1
Cost Estimate**

| Development | Tract/APN | Land Use Category | No. of Taxable Units | Estimated Cost At Build Out |
|-----------------------|-------------|-----------------------------|----------------------|-----------------------------|
| Rustic Meadows | TR 38199 | Single Family Property | 153 | \$88,740.00 |
| Kensington Apartments | 906-780-004 | Affordable Housing Property | 126 | \$18,900.00 |
| Total | | | | \$107,640.00 |

Escalation of Maximum Special Taxes

On each July 1, commencing on July 1, 2026 the Maximum Special Tax shall increase by four percent (4.0%).

The CFD No. 2025-S includes the first development, known as Rustic Meadows, consists of one undeveloped parcel of approximately 10 gross acres to include 153 single family homes at build-out. The second development, known as Kensington Apartments, consists of one undeveloped parcel of approximately 5 gross acres to include a 126 affordable housing apartment units. The Rustic Meadows project is generally located on the southwest corner of the intersection of Whitewood Road and Clinton Keith Road, east of Interstate 215. The Kensington Apartments project is generally located on the eastern corner of the intersection of Magnolia Street and Washington Avenue, west of Interstate 15. As of Fiscal Year 2025-26 the proposed CFD No. 2025-S includes the following Assessor's Parcel Numbers:

900-030-045

906-780-004

The boundaries of CFD No. 2025-S are those properties and parcels where services are authorized to be provided and upon which special taxes may be levied in order to pay for the costs and expenses of said services. A map showing the boundaries of CFD No. 2025-S is included in Appendix B.

Additional properties that are within the boundaries of the annexation map may annex to CFD No. 2025-S subsequent to formation of CFD No. 2025-S. The owner of the property to be annexed shall submit a written consent for said annexation to CFD No. 2025-S and the Council, acting ex-officio as the legislative body of CFD No. 2025-S, shall call a special election as to the imposition of the special tax on said property as required by law. A general description of the boundaries of the territory within which any property may annex to CFD No. 2025-S and shown on that certain map entitled "Boundaries – Potential Annexation Area Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta, County of Riverside, State of California," is attached as Appendix B.

The Rate and Method of Apportionment allows each property owner within CFD No. 2025-S to estimate the annual Special Tax amount that would be required for payment. The Rate and Method of Apportionment of the Special Tax established pursuant to these proceedings, is attached hereto as Appendix A (the "Rate and Method"). The Special Tax will be collected in the same manner and at the same time as ordinary ad valorem property taxes and shall be subject to the same penalties, the same procedure, sale and lien priority in the case of delinquency; provided, however, that the CFD Administrator may directly bill the Special Taxes, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations, and provided further that CFD No. 2025-S may covenant to foreclose and may actually foreclose on parcels having delinquent Special Taxes as permitted by the Act.

All of the property located within CFD No. 2025-S, unless exempted by law or by the Rate and Method proposed for CFD No. 2025-S, shall be taxed for the purpose of providing necessary services to serve the District. On each July 1, commencing on July 1, 2026 the Maximum Special Tax shall increase by four percent (4.0%). The Boundary Map for CFD No. 2025-S is attached hereto as Appendix B. Pursuant to Section 53325.3 of the Act, the tax imposed "is a Special Tax and not a special assessment, and there is no requirement that the tax be apportioned on the basis of benefit to any property." The Special Tax may be based on the benefit received by property, the cost of making facilities or authorized services available or other reasonable basis as determined by the City, although the Special Tax may not be apportioned on an ad valorem basis pursuant to Article XIII A of the California Constitution.

For particulars as to the Rate and Method for CFD No. 2025-S, see the attached and incorporated in Appendix A.

Based on the information provided herein, it is my opinion that the described services herein are those that are necessary to meet increased demands placed upon the City of Murrieta as a result of development occurring within the CFD No. 2025-S and benefits the lands within said CFD No. 2025-S. Further, it is my opinion that the special tax rates and method of apportionment, as set forth herein, are fair and equitable, uniformly applied and not discriminating or arbitrary.

Date: July 15, 2025

SPICER CONSULTING GROUP, LLC



SHANE SPICER
SPECIAL TAX CONSULTANT FOR
CITY OF MURRIETA
RIVERSIDE COUNTY
STATE OF CALIFORNIA



Appendix A:

Rate and Method of Apportionment

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES)
OF THE CITY OF MURRIETA**

A Special Tax (the “Special Tax”) shall be levied on and collected from each Assessor’s Parcel (defined below) in Community Facilities District No. 2025-S (Safety Services) (the “CFD No. 2025-S” or “CFD”; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2025, in an amount determined by the City Council of the City of Murrieta, acting in its capacity as the legislative body of CFD No. 2025-S, by applying the rate and method of apportionment set forth below. All of the real property in CFD No. 2025-S, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

“Accessory Dwelling Unit” means a residential unit of limited size including smaller secondary unit(s) that shares an Assessor’s Parcel with Single Family Property that has a stand-alone Residential Unit.

“Administrative Expenses” means the actual or reasonably estimated costs directly related to the formation and administration of CFD No. 2025-S including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2025-S, or any designee thereof associated with fulfilling the CFD No. 2025-S reporting requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2025-S or any designee thereof related to an appeal of the Special Tax; and the City’s annual administration fees, collection expenses, and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2025-S for any other administrative purposes of CFD No. 2025-S, including attorney’s fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“Administrator” means the City Manager of the City of Murrieta, or his or her designee.

“Affordable Housing” means housing as defined in State Density Bonus Law, as amended, being Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code of the State of California.

“Affordable Housing Property” means any Affordable Housing residential property on an Assessor’s Parcel for which a building permit for new construction has been issued by the City on or prior to June 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Assessor’s Parcel” means a lot or parcel of land that is identifiable by an Assessor’s Parcel Number by the County Assessor of the County of Riverside.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means the identification number assigned to a parcel by the County Assessor of the County of Riverside.

“CFD” or **“CFD No. 2025-S”** means the City of Murrieta Community Facilities District No. 2025-S (Safety Services).

“City” means the City of Murrieta.

“County” means the County of Riverside.

“Developed Property” means all Assessor’s Parcels of Taxable Property for which a building permit for new construction has been issued on or prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Exempt Property” means all Assessors’ Parcels designated as being exempt from the Special Tax as provided for in Section D.

“Fiscal Year” means the period from and including July 1st of any year to and including the following June 30th.

“Maximum Special Tax” means the Maximum Special Tax, as applicable, levied within the CFD for any Fiscal Year.

“Multi-Family Property” means all Assessor’s Parcels of Developed Property for which a building permit or use permit for the construction of a residential structure with two or more Residential Units that share a single Assessor’s Parcel Number, as determined by the Administrator, has been issued prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Proportionately” means for Taxable Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Assessor’s Parcels.

“Rate and Method of Apportionment” or **“RMA”** means this Rate and Method of Apportionment of Special Taxes.

“Residential Property” means all Assessor’s Parcels of Taxable Property upon which completed Residential Units have been constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

“Residential Unit” or **“RU”** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator. An Accessory Dwelling Unit that shares an Assessor’s Parcel with a Single Family Property shall not be considered a Residential Unit for purposes of this Rate and Method of Apportionment.

“Services” means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2025-S as set forth in Appendix B.

“Single Family Property” means any residential property other than a Multi-Family Property on an Assessor’s Parcel for which a building permit for new construction has been issued by the City on or prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Special Tax” means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property.

"Special Tax Requirement" means the amount to be collected in any Fiscal Year to pay for certain costs as required to meet the public safety needs of CFD No. 2025-S in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) fire protection services and suppression services, (iii) paramedic services, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax Requirement include funds for bonds.

"Taxable Property" means all Assessor’s Parcels within CFD No. 2025-S, which are not Exempt Property.

“Taxable Unit” means a Residential Unit.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property.

B. RATE AND METHOD OF APPORTIONMENT OF MAXIMUM SPECIAL TAX RATES

As of July 1 of each Fiscal Year, commencing July 1, 2025, the Council shall determine the Special Tax Requirement and shall levy the Special Tax upon each of the Assessor’s Parcels within the CFD which constitute a Developed Property of Residential Property, including Single Family Property, Multi-Family Property, or an Affordable Housing Property, until the aggregate amount of Special Tax equals the Special Tax Requirement. The Special Tax shall be levied Proportionately on all Assessor’s Parcels of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

No Special Tax shall be levied upon Undeveloped Property for which a Building Permit has not been issued on or prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

The Maximum Special Tax for Fiscal Year 2025-2026 for a Single Family Property, Multi-Family Property, and Affordable Housing Property are shown below in Table 1.

**TABLE 1
MAXIMUM SPECIAL TAX RATES
FISCAL YEAR 2025-2026**

| Description | Taxable Unit | Maximum Special Tax |
|-----------------------------|--------------|---------------------|
| Single Family Property | RU | \$580 |
| Multi-Family Property | RU | \$468 |
| Affordable Housing Property | RU | \$150 |

Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2026 the Maximum Special Tax for Developed Property of Single Family Property, Multi-Family Property, and Affordable Housing Property shall increase by four percent (4.0%).

C. TERM OF SPECIAL TAX

For each Fiscal Year, the Maximum Special Taxes shall be levied as long as the Services are being provided within the boundaries of CFD No. 2025-S.

D. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2025-S, any Assessor’s Parcel in any of the following categories; (i) Assessor’s Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor’s Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor’s Parcels which are privately owned but are encumbered by or restricted solely for public uses; (iv) any Assessor’s Parcel which is in use in the performance of a public function as determined by the Administrator; or (v) any Assessor’s Parcel which is not a Single Family Property, Multi-Family Property, or an Affordable Housing Property; (vi) any Assessor’s Parcel that qualifies for a welfare exemption under applicable state or local law; or (vii) any Assessor’s Parcel that is owned by a property owner association and used for common area purposes.

E. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the Administrator’s decision requires that the Special Tax for an Assessor’s Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor’s Parcel in the subsequent Fiscal Year(s).

F. MANNER OF COLLECTION

The Maximum Special Taxes levied in each Fiscal Year shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. However, the District may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

The Maximum Special Taxes when levied shall be secured by the lien imposed pursuant to Section 3115.5 of the Streets and Highways Code. This lien shall be a continuing lien and shall secure each levy of Maximum Special Taxes. The lien of Maximum Special Taxes shall continue in force and effect until the Special Tax ceases to be levied in the manner provided by Section 53330.5 of the Government Code.

G. INTERPRETATION

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

APPENDIX A

**CITY OF MURRIETA
COMMUNITY FACILITIES DISTRICT NO. 2025-S
(SAFETY SERVICES)**

SUMMARY

Safety Services - It is estimated that the cost of providing police, fire protection and suppression services, and paramedic services being funded by the Special Tax for the Community Facilities District No. 2025-S (Safety Services) will be as follows for the Fiscal Year 2025-2026:

- \$580 per residential unit for Single Family Property
- \$468 per residential unit for Multi-Family Property
- \$150 per residential unit for Affordable Housing Property

Annual Escalation - On each July 1, commencing on July 1, 2026 the Maximum Special Tax for Developed Property of Single Family Property, Multi-Family Property, and Affordable Housing Property shall increase by four percent (4.0%).

| Annex # | Fiscal Year | Tract/ APN | Development Name | No. of Taxable Units | Land Use Category | Maximum Special Tax | Subdivider |
|----------------|--------------------|-----------------------|-----------------------------|-------------------------------------|--------------------------------|--------------------------------|--------------------------------|
| Original | 2025-26 | TR 38199 | Rustic Meadows | 153 | Single Family Property | \$580 | Century Communities |
| Original | 2025-26 | 906-780-004 | Kensington Apartments | 126 | Affordable Housing Property | \$150 | Murrieta Pacific Associates |

APPENDIX B

**CITY OF MURRIETA
COMMUNITY FACILITIES DISTRICT NO. 2025-S
(SAFETY SERVICES)**

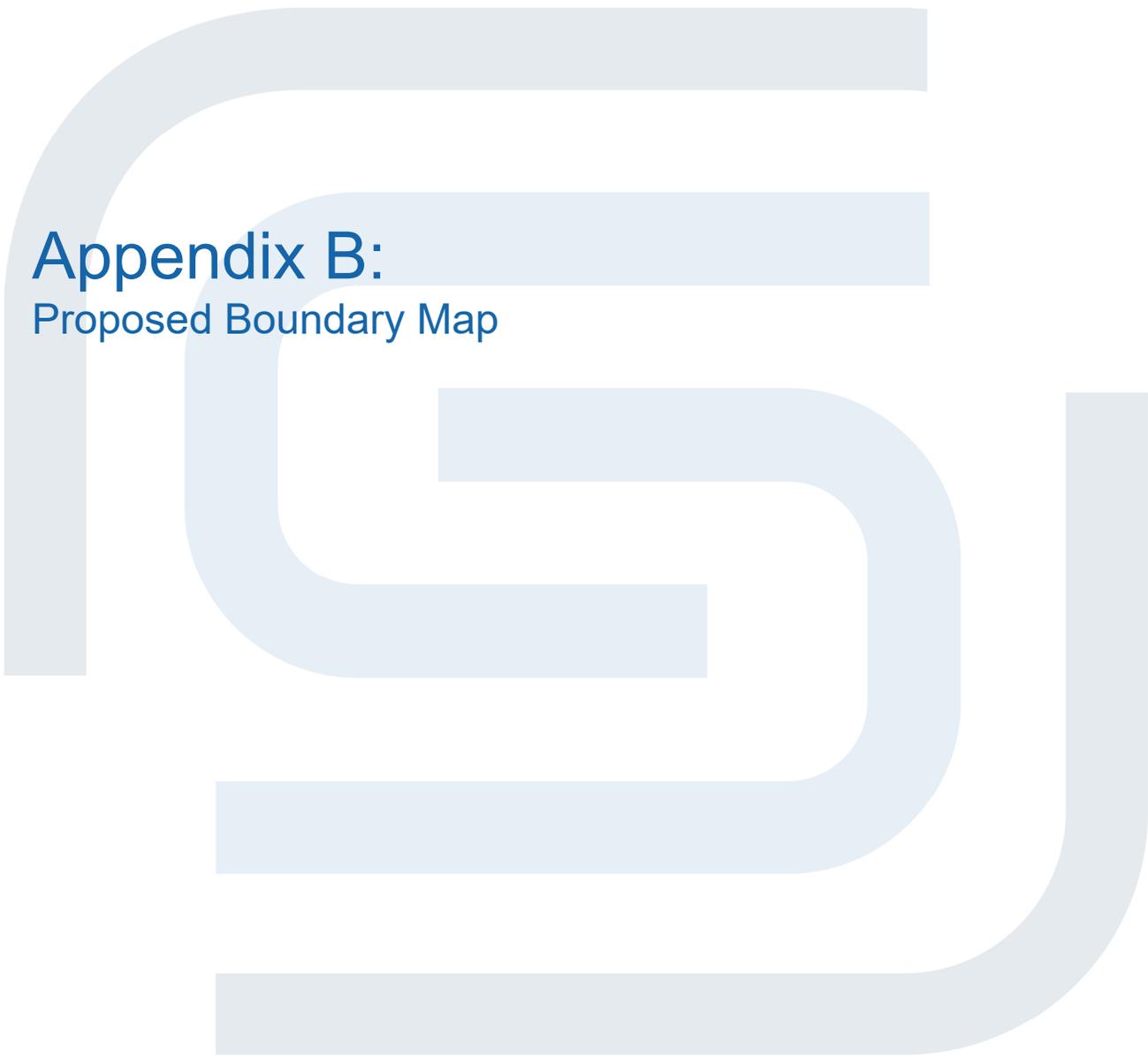
DESCRIPTION OF AUTHORIZED SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2025-S, as provided by Section 53313 of the Act, will include some or all of the costs attributable to public safety.

These services include police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses" as said term is defined in the Rate and Method of Apportionment and to establish an operating reserve for the costs of services as determined by the Administrator.

The above services shall be limited to those provided within the boundaries of CFD No. 2025-S for the benefit of the properties within the boundaries of CFD No. 2025-S and said services may be financed by proceeds of the special tax of CFD No. 2025-S only to the extent that they are in addition to those provided in the territory of CFD No. 2025-S before CFD No. 2025-S was created.



Appendix B:

Proposed Boundary Map

PROPOSED BOUNDARY MAP COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES) OF THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES), OF THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AT A REGULAR MEETING THEREOF, HELD ON 3rd DAY OF June, 2025, BY RESOLUTION NO. 25-4838

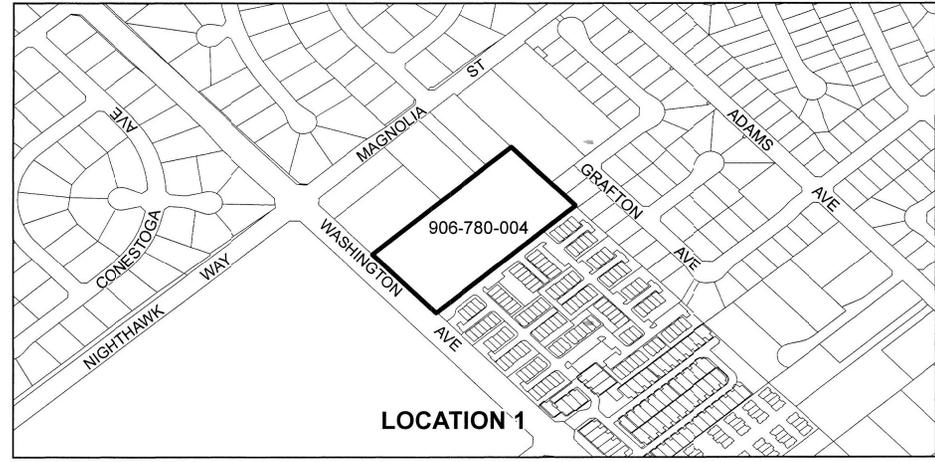


CITY CLERK
CITY OF MURRIETA

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF MURRIETA, THIS 4th DAY OF June, 2025.



CITY CLERK
CITY OF MURRIETA

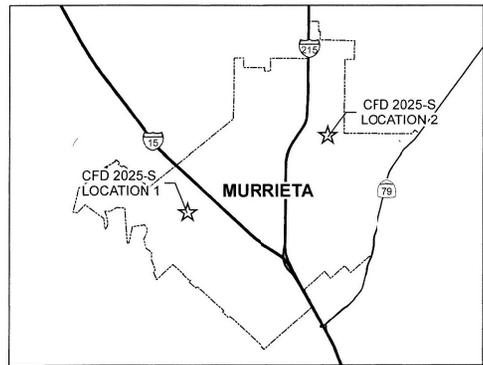


RECORDED THIS 10th DAY OF June, 2025 AT THE HOUR OF 3:31 O'CLOCK PM IN BOOK 96 PAGE 51 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEES \$9.00 NO.: 2025-0175991
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

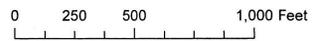
BY: 

DEPUTY



LEGEND

-  CITY BOUNDARY
-  CFD BOUNDARY
-  PARCEL LINE
-  XXX-XXX-XXX ASSESSOR PARCEL NUMBER



THIS BOUNDARY MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2025-26.

BOUNDARIES - POTENTIAL ANNEXATION AREA
COMMUNITY FACILITIES DISTRICT NO. 2025-S
(SAFETY SERVICES)
CITY OF MURRIETA,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE POTENTIAL ANNEXATION AREA OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES), CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF MURRIETA AT A REGULAR MEETING THEREOF, HELD ON 3rd DAY OF JUNE, 2025, BY RESOLUTION NO. 25-4838

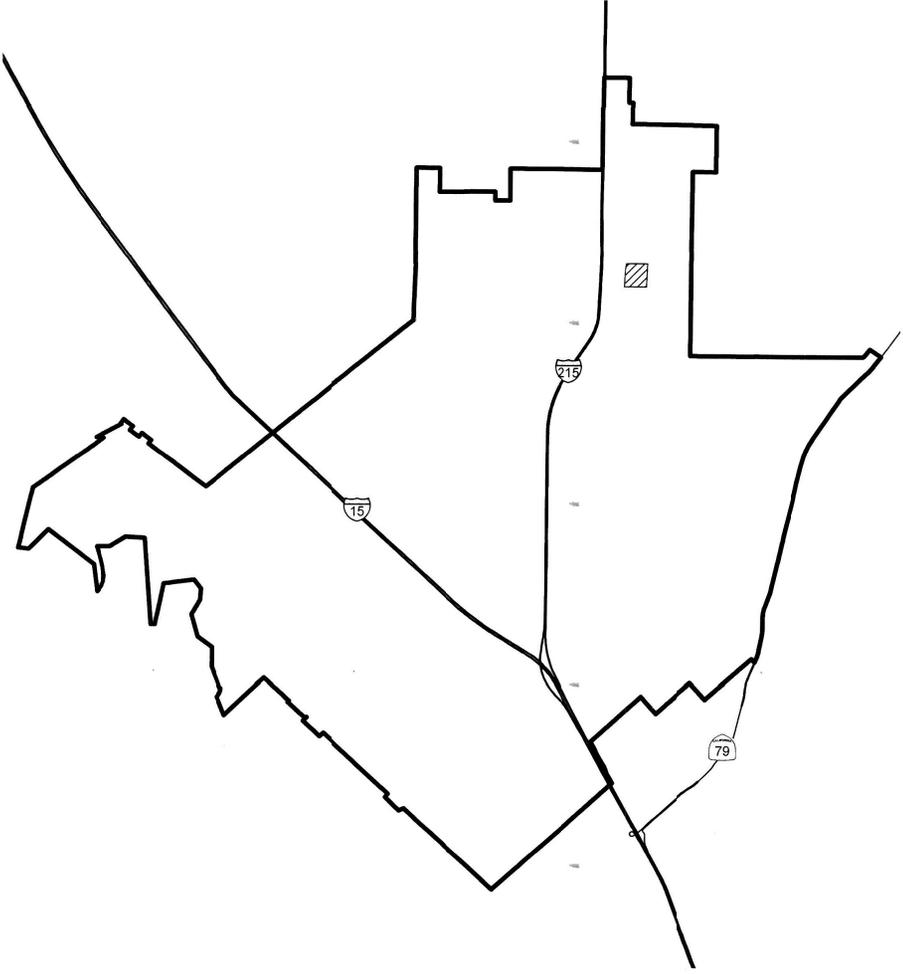
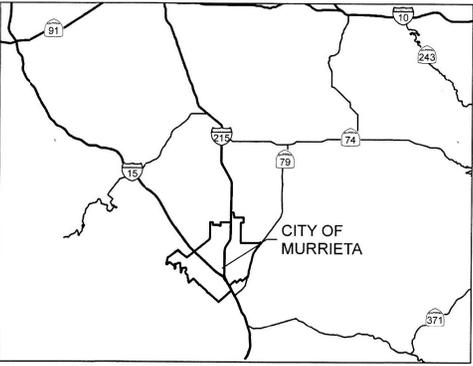


CITY CLERK
CITY OF MURRIETA

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF MURRIETA, THIS 4th DAY OF JUNE, 2025.



CITY CLERK
CITY OF MURRIETA



RECORDED THIS 12th DAY OF JUNE, 2025 AT THE HOUR OF 3:31 O'CLOCK P.M IN BOOK 96 PAGE 52 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

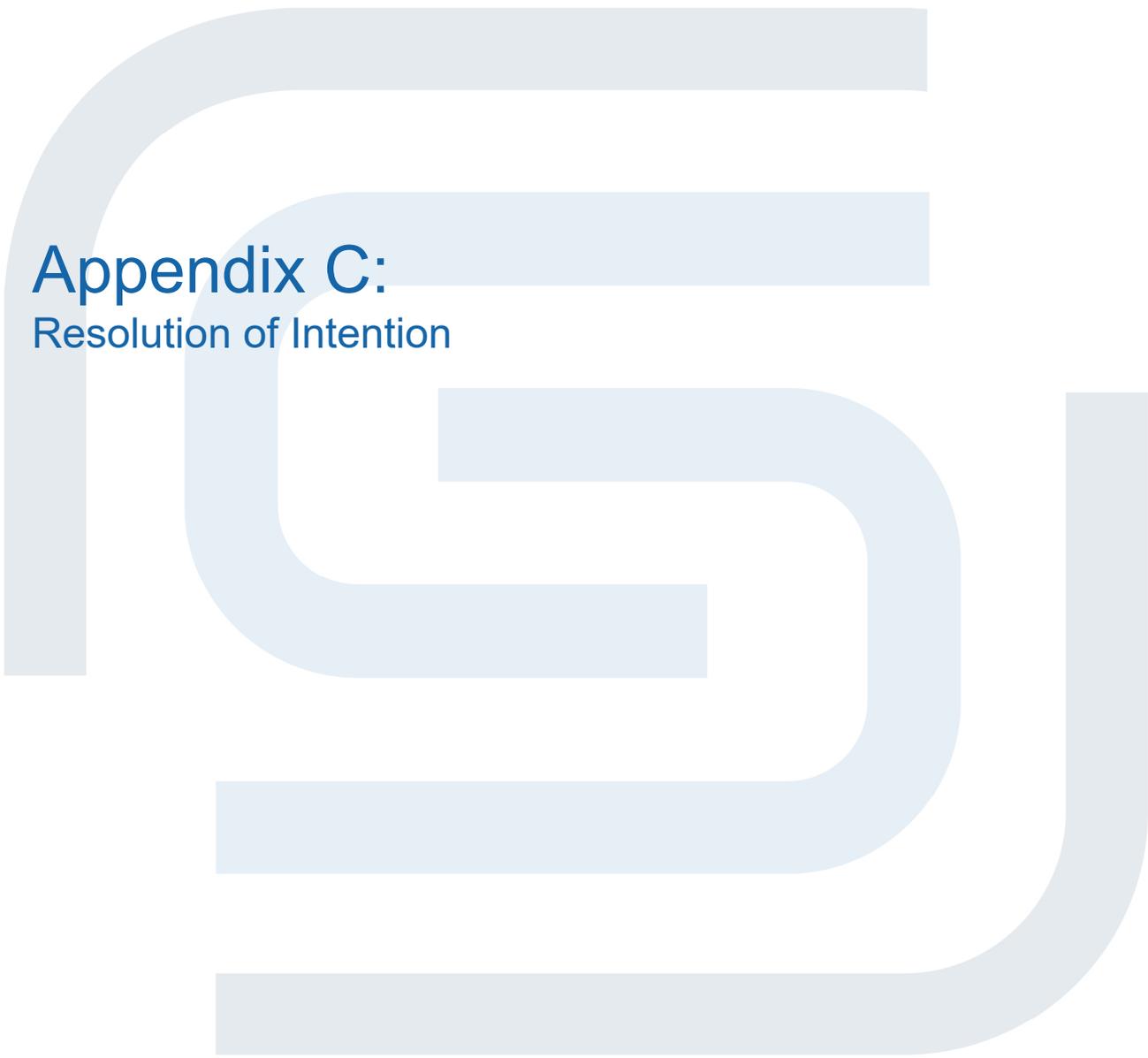
FEE: \$9.00 NO.: 2025-0175992
PETER ALCANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: Yuma
DEPUTY

LEGEND

-  ANNEXATION BOUNDARY
-  NOT-A-PART





Appendix C:

Resolution of Intention

RESOLUTION NO. 25-4838

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MURRIETA DECLARING ITS INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES) OF THE CITY OF MURRIETA, TO AUTHORIZE THE LEVY OF A SPECIAL TAX ON PROPERTY WITHIN THE DISTRICT TO PAY THE COSTS OF PROVIDING PUBLIC SAFETY SERVICES

WHEREAS, the City of Murrieta (the “City”) has received petitions (the “Petitions”) signed by the owners of more than ten percent of the land within the boundaries of which is proposed for inclusion in a proposed community facilities district which meets the requirements of Sections 53318 and 53319 of the Government Code of the State of California (the “Government Code”); and

WHEREAS, the City Council of the City (the “City Council”) desires to adopt this resolution of intention as provided in Section 53321 of the Government Code to establish a community facilities district consisting of the territory described in Attachment “A” hereto and incorporated herein by this reference, which the City Council hereby determines shall be known as “Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta” (“Community Facilities District No. 2025-S” or the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the “Act”) to (1) finance police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services described in Attachment “B” hereto and incorporated herein by this reference (the “Services”), and (2) finance the incidental expenses to be incurred in connection with forming and administering the District and financing the Services (the “Services Incidental Expenses”). The Administrative Services definition described in the Rate and Method of Apportionment is used interchangeably with Services Incidental Expenses; and

WHEREAS, pursuant to Sections 53329.6 and 53339 et seq. of the Act and in accordance with the request of the owners submitting the petitions, the City Council proposes to designate the property described in Attachment “A” hereto and incorporated herein by this references as territory proposed for annexation to Community Facilities District No. 2025-S in the future (the “Potential Annexation Area”), with the condition that a parcel or parcels within such territory may be annexed and subjected to the special tax of Community Facilities District No. 2025-S only with the unanimous consent and approval of the owner or owners of the parcel or parcels (the “Unanimous Consent and Approval”) at the time of annexation or in compliance with other procedures established by the Act; and

WHEREAS, the City Council further intends to approve an estimate of the costs of the Services and the Services Incidental Expenses for Community Facilities District No. 2025-S; and

WHEREAS, it is the intention of the City Council to consider financing the Services and the Services Incidental Expenses through the formation of Community Facilities District No. 2025-S and the levy of a special tax to pay for such Services and Services Incidental Expenses; and

WHEREAS, it is the intention of the City Council to consider financing the Services and the Services Incidental Expenses through the annexation of additional property within the Potential Annexation Area to the District and the levy of a special tax within the property so annexed to pay for the Services and the Services Incidental Expenses, provided that the special tax levies are approved by the Unanimous Consent and Approval of the owner or owners of the parcel or parcels in accordance with

Sections 53329.6 and 53339 et seq. of the Act, and approval of the City Council acting as the legislative body of the District at the time of annexation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. A community facilities district is proposed to be established under the terms of the Act. It is further proposed that the legal boundaries of Community Facilities District No. 2025-S shall be those described in Attachment “A” hereto, which boundaries shall, upon recordation of the boundary map for proposed Community Facilities District No. 2025-S, include the entirety of any parcel subject to taxation by the District. The City Council further proposes to designate the Potential Annexation Area described in Attachment “A” hereto as property proposed for annexation into the District in the future, by submittal of Unanimous Consent and Approval of the owner or owners of such parcel or parcels, as approved by the City Council acting as the legislative body of the District at the time that such parcel or parcels are annexed to the District.

The proposed boundaries of the District and the Potential Annexation Area are depicted on the map of proposed Community Facilities District No. 2025-S which is included in Attachment “A” hereto. The City Clerk is hereby directed to sign the original map of the proposed boundaries and record it with all proper endorsements thereon with the County Recorder of the County of Riverside within 15 days after the adoption of this resolution, all as required by Section 3111 of the Streets and Highways Code of the State of California.

Section 3. The name of the proposed community facilities district shall be “Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta.”

Section 4. The Services proposed to be provided for the benefit of Community Facilities District No. 2025-S are public services as defined in the Act, and this City Council finds and determines that the Services to be financed are in addition to those provided in the territory of the District, including the Potential Annexation Area, at the present time and do not supplant services already available within the territory of the District at the present time. The City Council hereby finds and determines that the description of the Services herein is sufficiently informative to allow taxpayers within the proposed District, including the Potential Annexation Area, to understand what the funds of the District may be used to finance. The Services Incidental Expenses expected to be incurred include the costs of planning the Services, the costs of forming the District, the cost of levying and collecting a special tax within the proposed District and the cost of administration.

Section 5. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with the procedures contained in the Act a separate special tax, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and the Services Incidental Expenses. Notwithstanding the foregoing, the District shall not record a special tax lien on property within the Potential Annexation Area until the owner or owners of the parcel or parcels thereof have given their unanimous approval of the parcel’s or parcels’ annexation to the District. The rate and method of apportionment and manner of collection of the special taxes are described in detail in Attachment “C” attached hereto, which Attachment “C” is incorporated herein by this reference. Attachment “C” allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

The maximum special tax for Services shall increase by four percent (4%) per year to the extent permitted in the Rate and Method. The special tax for Services may be levied for such period as the Services are needed, as further described in Attachment “C” hereto.

The special taxes are based on the expected demand that each parcel of real property within proposed Community Facilities District No. 2025-S will place on the Services. The City Council hereby determines that the proposed Services are necessary to meet the increased demand placed upon the City and the existing police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services in the City as a result of the development of the land proposed for inclusion in the District. The City Council hereby determines the rate and method of apportionment of the special taxes set forth in Attachment “C” to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special taxes are not on or based upon the value or ownership of real property.

Section 6. A public hearing (the “Hearing”) on the establishment of the proposed Community Facilities District No. 2025-S, the proposed rate and method of apportionment of the special taxes to finance the Services and the Services Expenses shall be held 6:00 p.m., or as soon thereafter as practicable, on July 15, 2025, at the City of Murrieta Council Chamber, 1 Town Square, Murrieta, California. Should the City Council determine to form the District, a special election will be held to authorize the levy of the special taxes in accordance with the procedures contained in Government Code Section 53326. If held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District (excluding the Potential Annexation Area) at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the proposed District. Ballots for the special election may be distributed by mail or by personal service.

Section 7. The City Council does not intend to make any adjustment in property taxation pursuant to Sections 53313.6 and 53313.7 of the Act.

Section 8. At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within proposed Community Facilities District No. 2025-S and the Potential Annexation Area, may appear and be heard.

Section 9. Each City officer who is or will be responsible for administering the proposed Community Facilities District No. 2025-S, if it is established, is hereby directed to study the proposed District and, at or before the time of the above-mentioned Hearing, file a report with the City Council containing a brief description of services by type which will in his or her opinion be required to meet adequately the needs of Community Facilities District No. 2025-S and an estimate of the cost of providing those services, and an estimate of the fair and reasonable cost of Services Incidental Expenses to be incurred.

Section 10. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred in creating Community Facilities District No. 2025-S. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

Section 11. The City Clerk is hereby directed to publish a notice (the “Notice”) of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of proposed Community Facilities District No. 2025-S. The City Clerk is further

directed to mail a copy of the Notice to each landowner within the boundaries of the District at least 15 days prior to the Hearing. The Notice shall contain the text or a summary of this Resolution, the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed district and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 12. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 3rd day of June, 2025.

CITY COUNCIL OF THE CITY OF MURRIETA

By: _____
Cindy Warren
Mayor of the City of Murrieta

APPROVED AS TO FORM:

Tiffany Israel
City Attorney of the City of Murrieta

ATTEST:

Cristal McDonald
City Clerk of the City of Murrieta

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)ss.
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Murrieta at a regular meeting held on the 3rd day of June, 2025, by the following votes:

AYES:

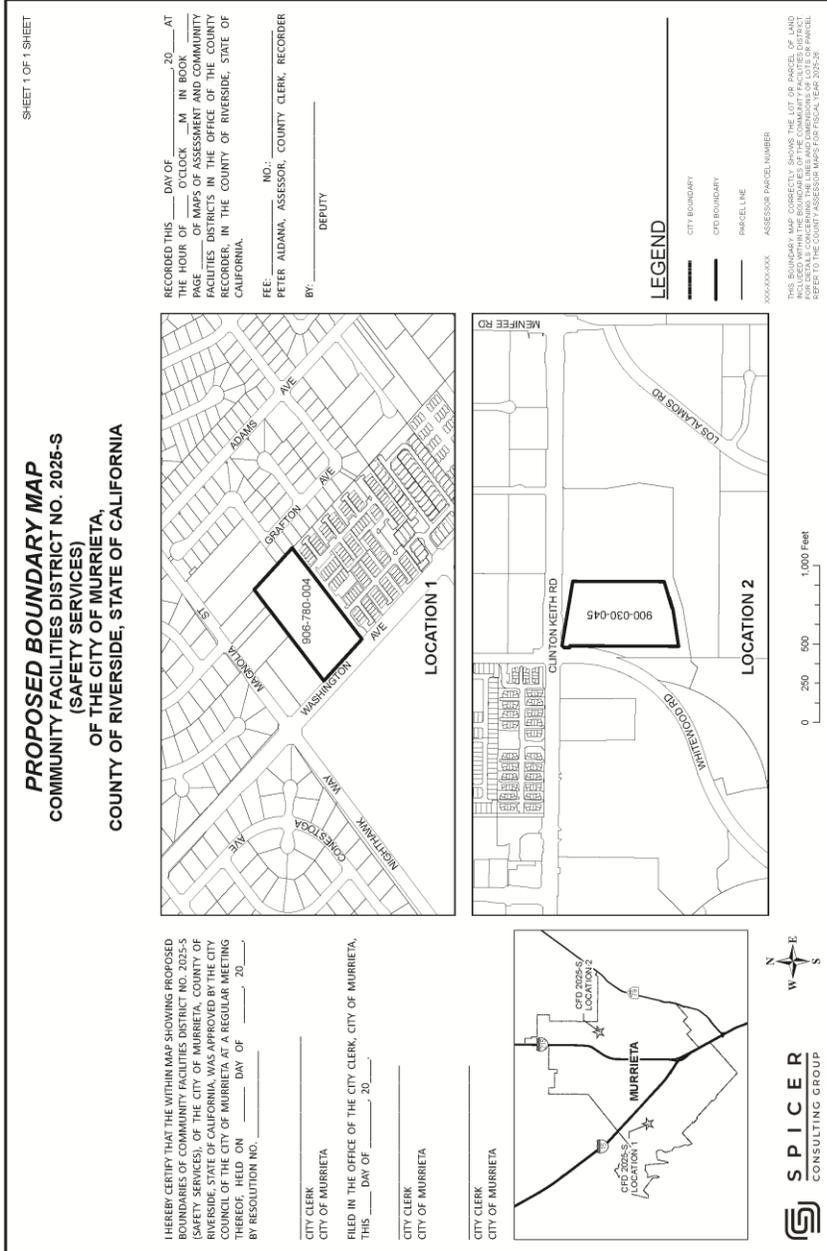
NOES:

ABSENT:

CRISTAL MCDONALD, CITY CLERK

ATTACHMENT A

Proposed Boundaries Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta, Riverside County, California



BOUNDARIES - POTENTIAL ANNEXATION AREA
COMMUNITY FACILITIES DISTRICT NO. 2025-S
(SAFETY SERVICES)
CITY OF MURRIETA,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

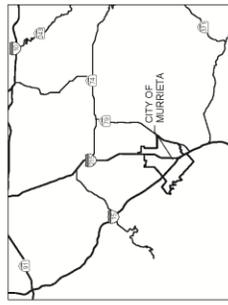
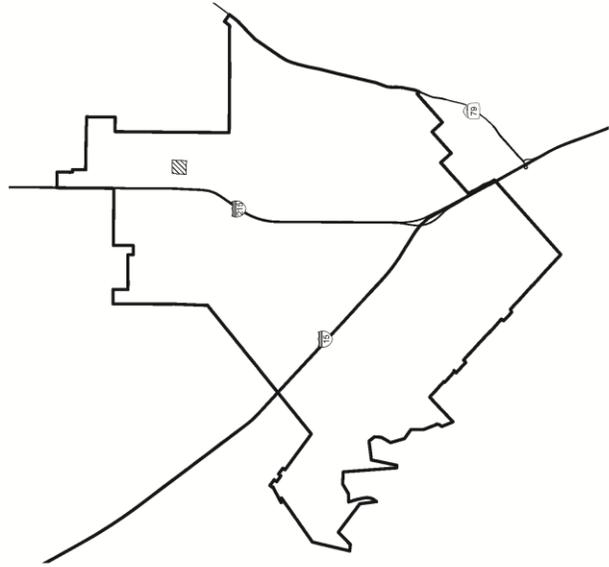
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES) CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF MURRIETA AT A REGULAR MEETING THEREOF, HELD ON _____ DAY OF _____, 20____, BY RESOLUTION NO. _____

CITY CLERK _____
CITY OF MURRIETA
FILED IN THE OFFICE OF THE CITY CLERK,
CITY OF MURRIETA, THIS ____ DAY OF _____, 20____

CITY CLERK _____
CITY OF MURRIETA

RECORDED THIS ____ DAY OF _____, 20____ AT _____ COUNTY CLERK'S OFFICE, IN BOOK _____ PAGE _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FILED BY: _____
PETER ALDAMA, ASSESSOR, COUNTY CLERK, RECORDER
NO. _____
DEPUTY _____



SPICER
CONSULTING GROUP

LEGEND

ANNEXATION BOUNDARY
NOT-A-PART

ATTACHMENT B

**Types of Services
to be Financed by
Community Facilities District No. 2025-S (Safety Services)
of the City of Murrieta**

The services which may be funded with proceeds of the special tax of CFD No. 2025-S, as provided by Section 53313 of the Act, will include some or all of the costs attributable to public safety. Capitalized terms used and not defined herein shall have the meanings set forth in the Rate and Method of Apportionment of Special Tax for CFD No. 2025-S.

These services include police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses" as said term is defined in the Rate and Method of Apportionment and to establish an operating reserve for the costs of services as determined by the Administrator.

The above services shall be limited to those provided within the boundaries of CFD No. 2025-S and the Potential Annexation Area of CFD No. 2025-S for the benefit of the properties within the boundaries of CFD No. 2025-S and the Potential Annexation Area of CFD No. 2025-S, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2025-S only to the extent that they are in addition to those provided in the territory of CFD No. 2025-S before CFD No. 2025-S was created.

ATTACHMENT C

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES) OF THE CITY OF MURRIETA

A Special Tax (the “Special Tax”) shall be levied on and collected from each Assessor’s Parcel (defined below) in Community Facilities District No. 2025-S (Safety Services) (the “CFD No. 2025-S” or “CFD”; defined below), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2025, in an amount determined by the City Council of the City of Murrieta, acting in its capacity as the legislative body of CFD No. 2025-S, by applying the rate and method of apportionment set forth below. All of the real property in CFD No. 2025-S, unless exempted by law or by the provisions herein, shall be taxed to the extent and in the manner provided herein.

A. DEFINITIONS

“Accessory Dwelling Unit” means a residential unit of limited size including smaller secondary unit(s) that shares an Assessor’s Parcel with Single Family Property that has a stand-alone Residential Unit.

“Administrative Expenses” means the actual or reasonably estimated costs directly related to the formation and administration of CFD No. 2025-S including, but not limited to: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs to the City, CFD No. 2025-S, or any designee thereof associated with fulfilling the CFD No. 2025-S reporting requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2025-S or any designee thereof related to an appeal of the Special Tax; and the City’s annual administration fees, collection expenses, and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2025-S for any other administrative purposes of CFD No. 2025-S, including attorney’s fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“Administrator” means the City Manager of the City of Murrieta, or his or her designee.

“Affordable Housing” means housing as defined in State Density Bonus Law, as amended, being Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code of the State of California.

“Affordable Housing Property” means any Affordable Housing residential property on an Assessor’s Parcel for which a building permit for new construction has been issued by the City on or prior to June 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Assessor’s Parcel” means a lot or parcel of land that is identifiable by an Assessor’s Parcel Number by the County Assessor of the County of Riverside.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means the identification number assigned to a parcel by the County Assessor of the County of Riverside.

“CFD” or **“CFD No. 2025-S”** means the City of Murrieta Community Facilities District No. 2025-S (Safety Services).

“City” means the City of Murrieta.

“County” means the County of Riverside.

“Developed Property” means all Assessor’s Parcels of Taxable Property for which a building permit for new construction has been issued on or prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Exempt Property” means all Assessors’ Parcels designated as being exempt from the Special Tax as provided for in Section D.

“Fiscal Year” means the period from and including July 1st of any year to and including the following June 30th.

“Maximum Special Tax” means the Maximum Special Tax, as applicable, levied within the CFD for any Fiscal Year.

“Multi-Family Property” means all Assessor's Parcels of Developed Property for which a building permit or use permit for the construction of a residential structure with two or more Residential Units that share a single Assessor's Parcel Number, as determined by the Administrator, has been issued prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Proportionately” means for Taxable Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Assessor’s Parcels.

“Rate and Method of Apportionment” or **“RMA”** means this Rate and Method of Apportionment of Special Taxes.

“Residential Property” means all Assessor’s Parcels of Taxable Property upon which completed Residential Units have been constructed or for which building permits have been or may be issued for purposes of constructing one or more Residential Units.

“Residential Unit” or **"RU"** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator. An Accessory Dwelling Unit that shares an Assessor’s Parcel with a Single Family Property shall not be considered a Residential Unit for purposes of this Rate and Method of Apportionment.

“Services” means services permitted under the Mello-Roos Community Facilities Act of 1982 including, without limitation, those services authorized to be funded by CFD No. 2025-S as set forth in Appendix B.

“Single Family Property” means any residential property other than a Multi-Family Property on an Assessor’s Parcel for which a building permit for new construction has been issued by the City on or prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

“Special Tax” means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property.

"Special Tax Requirement" means the amount to be collected in any Fiscal Year to pay for certain costs as required to meet the public safety needs of CFD No. 2025-S in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the direct costs for (i) police protection services, (ii) fire protection services and suppression services, (iii) paramedic services, (iv) fund an operating reserve for the costs of Services as determined by the Administrator, and (v) Administrative Expenses. Under no circumstances shall the Special Tax Requirement include funds for bonds.

"Taxable Property" means all Assessor’s Parcels within CFD No. 2025-S, which are not Exempt Property.

“Taxable Unit” means a Residential Unit.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property.

B. RATE AND METHOD OF APPORTIONMENT OF MAXIMUM SPECIAL TAX RATES

As of July 1 of each Fiscal Year, commencing July 1, 2025, the Council shall determine the Special Tax Requirement and shall levy the Special Tax upon each of the Assessor’s Parcels within the CFD which constitute a Developed Property of Residential Property, including Single Family Property, Multi-Family Property, or an Affordable Housing Property, until the aggregate amount of Special Tax equals the Special Tax Requirement. The Special Tax shall be levied Proportionately on all Assessor’s Parcels of Developed Property up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

No Special Tax shall be levied upon Undeveloped Property for which a Building Permit has not been issued on or prior to May 1 preceding the Fiscal Year in which the Special Tax is being levied.

The Maximum Special Tax for Fiscal Year 2025-2026 for a Single Family Property, Multi-Family Property, and Affordable Housing Property are shown below in Table 1.

**TABLE 1
MAXIMUM SPECIAL TAX RATES
FISCAL YEAR 2025-2026**

| Description | Taxable Unit | Maximum Special Tax |
|------------------------|--------------|---------------------|
| Single Family Property | RU | \$580 |

| | | |
|-----------------------------|----|-------|
| Multi-Family Property | RU | \$468 |
| Affordable Housing Property | RU | \$150 |

Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2026 the Maximum Special Tax for Developed Property of Single Family Property, Multi-Family Property, and Affordable Housing Property shall increase by four percent (4.0%).

C. TERM OF SPECIAL TAX

For each Fiscal Year, the Maximum Special Taxes shall be levied as long as the Services are being provided within the boundaries of CFD No. 2025-S.

D. EXEMPTIONS

The City shall classify as Exempt Property within CFD No. 2025-S, any Assessor’s Parcel in any of the following categories; (i) Assessor’s Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by any public entity; (ii) Assessor’s Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement; (iii) Assessor’s Parcels which are privately owned but are encumbered by or restricted solely for public uses; (iv) any Assessor’s Parcel which is in use in the performance of a public function as determined by the Administrator; or (v) any Assessor’s Parcel which is not a Single Family Property, Multi-Family Property, or an Affordable Housing Property; (vi) any Assessor’s Parcel that qualifies for a welfare exemption under applicable state or local law; or (vii) any Assessor’s Parcel that is owned by a property owner association and used for common area purposes.

E. APPEALS

Any property owner claiming that the amount or application of the Special Taxes are not correct may file a written notice of appeal with the City not later than twelve months after having paid the first installment of the Special Tax that is disputed. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the Administrator’s decision requires that the Special Tax for an Assessor’s Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor’s Parcel in the subsequent Fiscal Year(s).

F. MANNER OF COLLECTION

The Maximum Special Taxes levied in each Fiscal Year shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. However, the District may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

The Maximum Special Taxes when levied shall be secured by the lien imposed pursuant to Section 3115.5 of the Streets and Highways Code. This lien shall be a continuing lien and shall secure each levy of Maximum Special Taxes. The lien of Maximum Special Taxes shall continue in force and effect until the Special Tax ceases to be levied in the manner provided by Section 53330.5 of the Government Code.

G. INTERPRETATION

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

APPENDIX A

**CITY OF MURRIETA
COMMUNITY FACILITIES DISTRICT NO. 2025-S
(SAFETY SERVICES)**

SUMMARY

Safety Services - It is estimated that the cost of providing police, fire protection and suppression services, and paramedic services being funded by the Special Tax for the Community Facilities District No. 2025-S (Safety Services) will be as follows for the Fiscal Year 2025-2026:

- \$580 per residential unit for Single Family Property
- \$468 per residential unit for Multi-Family Property
- \$150 per residential unit for Affordable Housing Property

Annual Escalation - On each July 1, commencing on July 1, 2026 the Maximum Special Tax for Developed Property of Single Family Property, Multi-Family Property, and Affordable Housing Property shall increase by four percent (4.0%).

| Annex # | Fiscal Year | Tract/ APN | Development Name | No. of Taxable Units | Land Use Category | Maximum Special Tax | Subdivider |
|----------------|--------------------|-----------------------|-----------------------------|-------------------------------------|-----------------------------------|--------------------------------|--------------------------------|
| Original | 2025-26 | TR 38199 | Rustic Meadows | 153 | Single Family Property | \$580 | Century Communities |
| Original | 2025-26 | 906- 780-004 | Kensington Apartments | 126 | Affordable Housing Property | \$150 | Murrieta Pacific Associates |

APPENDIX B

**CITY OF MURRIETA
COMMUNITY FACILITIES DISTRICT NO. 2025-S
(SAFETY SERVICES)**

DESCRIPTION OF AUTHORIZED SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2025-S, as provided by Section 53313 of the Act, will include some or all of the costs attributable to public safety.

These services include police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses" as said term is defined in the Rate and Method of Apportionment and to establish an operating reserve for the costs of services as determined by the Administrator.

The above services shall be limited to those provided within the boundaries of CFD No. 2025-S for the benefit of the properties within the boundaries of CFD No. 2025-S and said services may be financed by proceeds of the special tax of CFD No. 2025-S only to the extent that they are in addition to those provided in the territory of CFD No. 2025-S before CFD No. 2025-S was created.



S P I C E R

CONSULTING GROUP

RESOLUTION NO. 25-4874

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES) OF THE CITY OF MURRIETA, AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

WHEREAS, the City Council (the “City Council”) of the City of Murrieta (the “City”) has heretofore adopted Resolution No. 25-4838 stating its intention to form Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta (“Community Facilities District No. 2025-S (Safety Services)” or the “District”) and a Potential Annexation Area therein (the “Potential Annexation Area”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”); and

WHEREAS, a copy of Resolution No. 25-4838 setting forth a description of the proposed boundaries of Community Facilities District No. 2025-S (Safety Services), the proposed boundaries of the Potential Annexation Area, the services and incidental expenses to be financed by the District and the rate and method of apportionment of the special tax proposed to be levied within the District is on file with the City Clerk; and

WHEREAS, notice was published and mailed to all landowners of the land proposed to be included within the District as required by law relative to the intention of this City Council to form proposed Community Facilities District No. 2025-S (Safety Services), to designate the Potential Annexation Area proposed for annexation to the District in the future and to levy a special tax therein to finance the services and incidental expenses described in Resolution No. 25-4838; and

WHEREAS, on July 15, 2025, this City Council conducted a noticed public hearing as required by law relative to the proposed formation of Community Facilities District No. 2025-S (Safety Services), the designation of the Potential Annexation Area, and the levy of the special tax therein; and

WHEREAS, at the July 15, 2025, public hearing there was filed with this City Council a report containing a description of the services necessary to meet the needs of the District and an estimate of the cost of such services as required by Section 53321.5 of the Act (the “Engineer’s Report”); and

WHEREAS, at the July 15, 2025, public hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2025-S (Safety Services), the designation of the Potential Annexation Area, and the levy of the special tax were heard and full and fair hearings were held; and

WHEREAS, following the public hearing, this City Council has determined to authorize the formation of the District to finance the types of services (the “Services”) and the incidental expenses (the “Services Incidental Expenses”) set forth in Attachment “A” hereto, which are described in more detail in the Engineer’s Report; and

WHEREAS, at the public hearing evidence was presented to this City Council on the matters before it and the proposed special tax to be levied within the District was not precluded by a majority protest of the type described in Section 53324 of the Act, and this City Council at the conclusion of the hearing was fully advised as to all matters relating to the formation of the District, the designation of the Potential Annexation Area and the levy of the special tax; and

WHEREAS, this City Council has determined, based on a Certificate of Registrar of Voters of the County of Riverside on file in the office of the City Clerk, that no registered voters have been residing in the proposed boundaries of Community Facilities District No. 2025-S (Safety Services) for each of the 90 days prior to July 15, 2025, and that the qualified electors in Community Facilities District No. 2025-S (Safety Services) are the landowners within the District; and

WHEREAS, on the basis of all of the foregoing, this City Council has determined to proceed with the establishment of Community Facilities District No. 2025-S (Safety Services) and to call an election therein to authorize (i) the levy of special taxes pursuant to the rate and method of apportionment of the special tax, as set forth in Attachment “C” to Resolution No. No. 25-4838, and (ii) the establishment of an appropriations limit for Community Facilities District No. 2025-S (Safety Services);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AS FOLLOWS:

Section 1. Each of the above recitals is true and correct.

Section 2. A community facilities district to be designated “Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta” is hereby established pursuant to the Act. The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1(b) of the Act.

Section 3. The boundaries of Community Facilities District No. 2025-S (Safety Services) are established as shown on the map designated “Proposed Boundary Map Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta, County of Riverside, State of California,” which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder’s office of the County of Riverside in Book No. 96 Page No. 51, on June 10, 2025 as Instrument No. 2025-0175991.

In addition, the boundaries of the Potential Annexation Area are established and designated for future annexation to the District pursuant to Sections 53339.2 and 53339.3 of the

Act in accordance with Resolution No. 25-4838, as shown on the map designated “Boundaries— Potential Annexation Area Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta, County of Riverside, State of California,” which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder’s office of the County of Riverside in Book No. 96 Page No. 52, on June 10, 2025, as Instrument No. 2025-0175992.

Section 4. The types of Services and Services Incidental Expenses authorized to be provided for Community Facilities District No. 2025-S (Safety Services) are those set forth in Attachment “A” attached hereto. The estimated cost of the Services and Services Incidental Expenses to be financed is set forth in the Engineer’s Report.

Section 5. The City Council finds and determines that the proposed Services are necessary to meet the increased demand that will be placed upon local agencies and public infrastructure as a result of new development within the District and that the Services to be financed benefit residents of the City and the future residents of the District.

Section 6. Except where funds are otherwise available, it is the intention of this City Council, subject to the approval of the eligible voters of the District, to levy annually a special tax at the rates set forth in Attachment “C” to Resolution No. 25-4838 on all non-exempt property within the District sufficient to pay for the Services and the Services Incidental Expenses. The District expects to incur, and in certain cases has already incurred, Services Incidental Expenses in connection with the creation of the District, the levying and collecting of the special tax, and the annual administration of the District. The rate and method of apportionment of the special tax is described in detail in Attachment “C” to Resolution No. 25-4838 and incorporated herein by this reference, and the City Council hereby finds that the rate and method of apportionment of the special tax described in detail in Attachment “C” to Resolution No. 25-4838 contains sufficient detail to allow each landowner within the District to estimate the maximum amount that may be levied against each parcel. As described in greater detail in the Engineer’s Report, which is incorporated by reference herein, the special tax is based on the expected demand that each parcel of real property within Community Facilities District No. 2025-S (Safety Services) will place on the Services and on the benefit that each parcel will derive from the right to access the Services and, accordingly, is hereby determined to be reasonable. The special tax shall be levied on each assessor’s parcel so long as the Services are being provided within CFD No. 2025-S (Safety Services). The special tax is apportioned to each parcel on the foregoing bases pursuant to Section 53325.3 of the Act and such special tax is not on or based upon the ownership of real property or the assessed value of real property.

Section 7. The City Manager of the City of Murrieta, 1 Town Square, Murrieta, California 92562, telephone number (951) 461-6010, will be responsible for preparing annually, or authorizing a designee to prepare, a current roll of special tax levy obligations by assessor’s parcel number and will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act.

Section 8. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall

attach to all non-exempt real property in the District and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the special tax by the District ceases.

Section 9. Consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within Community Facilities District No. 2025-S (Safety Services), if any, devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land within Community Facilities District No. 2025-S (Safety Services) and will be benefited by the Services proposed to be provided within Community Facilities District No. 2025-S (Safety Services).

Section 10. It is hereby further determined that there is no *ad valorem* property tax currently being levied on property within proposed Community Facilities District No. 2025-S (Safety Services) for the exclusive purpose of paying for the same services to the territory of Community Facilities District No. 2025-S (Safety Services) as are proposed to be provided by the Services to be financed by Community Facilities District No. 2025-S (Safety Services).

Section 11. Written protests against the establishment of the District have not been filed by one-half or more of the registered voters within the boundaries of the District or by the property owners of one-half (1/2) or more of the area of land within the District. The City Council hereby finds that the proposed special tax has not been precluded by a majority protest pursuant to Section 53324 of the Act.

Written protests against the establishment of the Potential Annexation Area have not been filed by one-half or more of the registered voters within the boundaries of the Potential Annexation Area or by the property owners of one-half (1/2) or more of the area of land within the Potential Annexation Area. The City Council hereby finds that the proposed special tax has not been precluded by a majority protest pursuant to Section 53339.6 of the Act.

Section 12. An election is hereby called for Community Facilities District No. 2025-S (Safety Services) on the propositions of levying the special tax on the property within Community Facilities District No. 2025-S (Safety Services) and establishing an appropriations limit for the District pursuant to Section 53325.7 of the Act. The language of the propositions to be placed on the ballot is attached hereto as Attachment "B."

Section 13. The date of the election for Community Facilities District No. 2025-S (Safety Services) on the propositions of authorizing the levy of the special tax and establishing an appropriations limit for the District shall be July 15, 2025, or such later date as is consented to by the City Clerk of the City of Murrieta; provided that, if the election is to take place sooner than 90 days after July 15, 2025, then the unanimous written consent of each qualified elector within the District to such election date must be obtained. The polls shall be open for said election immediately following the public hearing. The election shall be conducted by the City Clerk. Except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City of Murrieta insofar as such provisions are determined by the City Clerk to be applicable. The City Clerk is authorized to conduct the election following the adoption of this resolution, and all ballots shall be received by, and the

City Clerk shall close the election by, 11:00 p.m. on the election day; provided the election shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. Pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed in person, or by mail with return postage prepaid, to the qualified electors within Community Facilities District No. 2025-S (Safety Services). The City Clerk has secured a certificate of the Certificate of Registrar of Voters of the County of Riverside certifying that there were no registered voters within the District. Accordingly, since there were fewer than 12 registered voters within the District for each of the 90 days preceding July 15, 2025, the qualified electors shall be the landowners within the District and each landowner, or the authorized representative thereof, shall have one vote for each acre or portion thereof that such landowner owns within Community Facilities District No. 2025-S (Safety Services), as provided in Section 53326 of the Act. The landowners within the District have executed and delivered waivers of certain election law requirements and consenting to the holding of the election on July 15, 2025, which waivers are on file with the City Clerk.

Section 14. The preparation of the Engineer's Report is hereby ratified. The Engineer's Report, as submitted, is hereby approved and was made a part of the record of the public hearing regarding the formation of Community Facilities District No. 2025-S (Safety Services). The Engineer's Report is ordered to be kept on file with the transcript of these proceedings and open for public inspection.

Section 15. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred in creating Community Facilities District No. 2025-S. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

Section 16. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 15th day of July, 2025.

CITY COUNCIL OF THE CITY OF
MURRIETA

By: _____
Cindy Warren
Mayor of the City of Murrieta

ATTEST:

Cristal McDonald
City Clerk of the City of Murrieta

APPROVED AS TO FORM:

Tiffany Israel
City Attorney of the City of Murrieta

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)ss.
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that the foregoing Resolution No. 25-4874 was duly adopted by the City Council of the City of Murrieta at a regular meeting held on the 15th day of July, 2025, by the following votes:

AYES:

NOES:

ABSENT:

CRISTAL MCDONALD, CITY CLERK

ATTACHMENT “A”

**TYPES OF SERVICES
TO BE FINANCED BY
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES)
OF THE CITY OF MURRIETA**

The services which may be funded with proceeds of the special tax of CFD No. 2025-S, as provided by Section 53313 of the Act, will include some or all of the costs attributable to public safety. Capitalized terms used and not defined herein shall have the meanings set forth in the Rate and Method of Apportionment of Special Tax for CFD No. 2025-S.

These services include police protection services (including but not limited to criminal justice services), fire protection and suppression services, and paramedic services.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay “Administrative Expenses” as said term is defined in the Rate and Method of Apportionment and to establish an operating reserve for the costs of services as determined by the Administrator.

The above services shall be limited to those provided within the boundaries of CFD No. 2025-S and the Potential Annexation Area of CFD No. 2025-S for the benefit of the properties within the boundaries of CFD No. 2025-S and the Potential Annexation Area of CFD No. 2025-S, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2025-S only to the extent that they are in addition to those provided in the territory of CFD No. 2025-S before CFD No. 2025-S was created.

ATTACHMENT “B”

BALLOT PROPOSITIONS

**COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES)
OF THE CITY OF MURRIETA**

SPECIAL TAX ELECTION

July 15, 2025

PROPOSITION A: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 25-4838 of the City Council of the City of Murrieta be levied to pay for the Services, Services Incidental Expenses and other purposes described in Resolution No. 25-4838 of the City Council of the City of Murrieta?

YES _____

NO _____

PROPOSITION B: For each year commencing with Fiscal Year 2025-2026, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for Community Facilities District No. 2025-S (Safety Services) be an amount equal to \$1,000,000,000?

YES _____

NO _____

RESOLUTION NO. 25-4875

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES) OF THE CITY OF MURRIETA CERTIFYING ELECTION RESULTS

WHEREAS, the City Council (the “City Council”) of the City of Murrieta called and duly held an election on July 15, 2025 within the boundaries of Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta (“Community Facilities District No. 2025-S” or the “District”) pursuant to Resolution No. 25-4874 for the purpose of presenting to the qualified electors within the District Propositions A and B attached hereto as Exhibit A; and

WHEREAS, there has been presented to this City Council a certificate of the City Clerk canvassing the results of the election, a copy of which is attached hereto as Exhibit B;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AS FOLLOWS:

Section 1. Each of the above recitals is true and correct.

Section 2. Propositions A and B presented to the qualified electors of the District on July 15, 2025 were approved by two-thirds or more of the votes cast at said election and Propositions A and B each has carried. The City Council, acting as the legislative body of the District, is hereby authorized to levy on the land within the District the special tax described in Proposition A for the purposes described therein.

Section 3. The City Clerk is hereby directed to record in the Assessor-County Clerk-Recorder’s office of the County of Riverside within fifteen days of the date hereof a notice of special tax lien with respect to the District which Bond Counsel to the District shall prepare in the form required by Streets and Highways Code Section 3114.5.

Section 4. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 15th day of July, 2025.

CITY COUNCIL OF THE CITY OF
MURRIETA

By: _____
Cindy Warren
Mayor of the City of Murrieta

ATTEST:

Cristal McDonald
City Clerk of the City of Murrieta

APPROVED AS TO FORM:

Tiffany Israel
City Attorney of the City of Murrieta

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)ss.
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that the foregoing Resolution No. 25-4875 was duly adopted by the City Council of the City of Murrieta at a regular meeting held on the 15th day of July, 2025, by the following votes:

AYES:

NOES:

ABSENT:

CRISTAL MCDONALD, CITY CLERK

EXHIBIT A
BALLOT PROPOSITIONS
COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES)
OF THE CITY OF MURRIETA
SPECIAL TAX ELECTION

July 15, 2025

PROPOSITION A: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 25-4838 of the City Council of the City of Murrieta be levied to pay for the Services, Services Incidental Expenses and other purposes described in Resolution No. 25-4838 of the City Council of the City of Murrieta?

YES _____

NO _____

PROPOSITION B: For each year commencing with Fiscal Year 2025-2026, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for Community Facilities District No. 2025-S (Safety Services) be an amount equal to \$1,000,000,000?

YES _____

NO _____

EXHIBIT B

**CERTIFICATE OF CITY CLERK
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that I have examined the returns of the Special Tax Election for Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta. The election was held in the City of Murrieta Council Chambers, 1 Town Square, Murrieta, California, on July 15, 2025. I caused to be delivered ballots to each qualified elector. _____ (_____) ballots were returned.

I further certify that the results of said election and the number of votes cast for and against Propositions A and B are as follows:

| <u>PROPOSITION A</u> | <u>PROPOSITION B</u> |
|----------------------|----------------------|
| YES: | YES: |
| NO: | NO: |
| TOTAL: | TOTAL: |

Dated this 15th day of July, 2025.

CRISTAL MCDONALD, CITY CLERK

ORDINANCE NO. 621-25

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES) OF THE CITY OF MURRIETA AUTHORIZING THE LEVY OF SPECIAL TAXES

Summary: The ordinance follows the approval by more than two-thirds of voters in a special election held July 15, 2025, which authorized the levy of special taxes, issuance of bonds up to \$5,000,000, and the establishment of an appropriations limit. The special tax will fund public infrastructure and repay bonded indebtedness, in accordance with the Rate and Method of Apportionment adopted by Resolution No. 25-4839. The tax will be collected annually on taxable properties within the district until all financial obligations are satisfied.

WHEREAS, on June 3, 2025, the City Council (the “City Council”) of the City of Murrieta (the “City”) adopted Resolution No. 25-4838 declaring its intention to form Community Facilities District No. 2025-S (Safety Services) of the City of Murrieta (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”); and

WHEREAS, on July 15, 2025, after providing all notice required by the Act, the City Council conducted a noticed public hearing required by the Act relative to the proposed formation of the District, the proposed levy of a special tax therein to finance certain safety services described in Resolution No. 25-4838; and

WHEREAS, at the July 15, 2025 public hearing, all persons desiring to be heard on all matters pertaining to the formation of the District and the proposed levy of the special tax to finance the safety services described in Resolution No. 25-4838 were heard and a full and fair hearing was held; and

WHEREAS, on July 15, 2025, the Board adopted Resolution No. _____ which formed the District and called a special election within the District on July 15, 2025 on two propositions relating to the levy of a special tax within the District and the establishment of an appropriations limit within the District; and

WHEREAS, on July 15, 2025, a special election was held within the District at which the qualified electors approved by a vote of two-thirds or more Propositions A and B authorizing the levy of a special tax within the District for the purposes described in Resolution No. _____ and establishing an appropriations limit for the District; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-S (SAFETY SERVICES) OF THE CITY OF MURRIETA ORDAINS AS FOLLOWS:

Section 1. The above recitals are all true and correct.

Section 2. By the passage of this Ordinance, the Board authorizes and levies special taxes within the District pursuant to Sections 53328 and 53340 of the Act at the rates and in accordance with the rate and method of apportionment set forth in Attachment “C” to Resolution No. 25-4838, which is incorporated by reference herein (the “Rate and Method”). The special taxes are hereby levied commencing in the fiscal year specified in the Rate and Method and in each fiscal year thereafter so long as the services authorized to be financed by the District, are provided through such financing within the District.

Section 3. Each of the Mayor, the City Manager, the Assistant City Manager, the Director of Finance, or their written designees (each, an “Authorized Officer”), acting alone, is hereby authorized and directed each fiscal year to determine the specific special tax rates and amounts to be levied in such fiscal year on each parcel of real property within the District, in the manner and as provided in the Rate and Method. The special tax rate levied on a parcel pursuant to the Rate and Method shall not exceed the maximum rate set forth in the Rate and Method for such parcel, but the special tax may be levied at a lower rate. Each Authorized Officer is hereby authorized and directed to provide all necessary information to the Treasurer-Tax Collector of the County of Riverside and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at times necessary to satisfy the financial obligations of the District in each fiscal year.

Section 4. Properties or entities of the state, federal or other local governments shall be exempt from the special tax, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act and Section D of the Rate and Method. No other properties or entities are exempt from the special tax unless the properties or entities are expressly exempted in Resolution No. 25-4838, or in a resolution of consideration to levy a new special tax or special taxes or to alter the rate or method of apportionment or an existing special tax as provided in Section 53334 of the Act.

Section 5. All of the collections of the special tax shall be used as provided for in the Act, the Rate and Method and Resolution No. 25-4838.

Section 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes (which such procedures include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedure may be modified by law or by this City Council from time to time.

Section 7. The Mayor of the City shall sign this Ordinance and the City Clerk or Deputy City Clerk (referred to herein as the “City Clerk”) shall attest to the Mayor’s signature and then cause the same to be published within fifteen (15) days after its passage at least once in The Press Enterprise, a newspaper of general circulation published and circulated in the City of Murrieta.

Section 8. The specific authorization for adoption of this Ordinance is pursuant to the provisions of Section 53340 of the Act.

Section 9. The City Clerk is hereby authorized to transmit a certified copy of this ordinance to the Treasurer-Tax Collector of the County of Riverside, and to perform all other acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

Section 10. A full reading of this Ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 11. This Ordinance shall take effect thirty days after its final passage.

PASSED AND ADOPTED by the City Council at a regular meeting held on the _____ day of _____, 2025.

CITY COUNCIL OF THE CITY OF
MURRIETA

By: _____
Cindy Warren
Mayor of the City of Murrieta

ATTEST:

Cristal McDonald
City Clerk of the City of Murrieta

APPROVED AS TO FORM:

Cristal McDonald
City Clerk of the City of Murrieta

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)ss.
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that the foregoing Ordinance No. 621-25 was introduced by the City Council of the City of Murrieta, California, at its Regular meeting of July 15, 2025 and adopted at its Regular meeting of _____, 2025 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

CRISTAL MCDONALD, CITY CLERK

I, Cristal McDonald, City Clerk of the City of Murrieta, California further certify that Ordinance No. 621-25 was duly published according to law and the order of the City Council of said City and the same was so published in Press Enterprise, a newspaper of general circulation on the following date(s):

Adopted Ordinance: _____, 2025.

In witness whereof, I have hereunto subscribed my name this ___ day of _____, 2025.

Cristal McDonald, City Clerk



RivCo VOTE

Your Voice. Every Vote. Our Future.

ART TINOCO
REGISTRAR OF VOTERS

MATTHEW CEBALLOS
ASSISTANT REGISTRAR OF VOTERS

State of California)
) ss
County of Riverside)

I, **Art Tinoco**, Registrar of Voters of said County, hereby certify that:

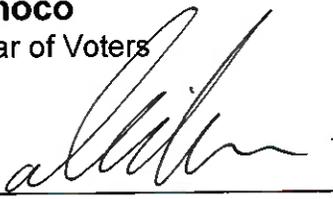
(A) I have been furnished a map describing the proposed boundary of Community Facilities District No. 2025-S, (Safety Services) Location 1, of the City of Murrieta, of the County of Riverside, State of California.

(B) On June 12, 2025, I conducted, or caused to be conducted, a review of the voter registration records of the County of Riverside for the purpose of determining the number of voters registered to vote within the proposed boundary of Community Facilities District No. 2025-S, (Safety Services) Location 1, of the City of Murrieta, of the County of Riverside.

(C) There are 0 registered voters residing within the proposed boundary of Community Facilities District No. 2025-S, (Safety Services) Location 1, of the City of Murrieta, of the County of Riverside.

IN WITNESS WHEREOF, I have executed this Certificate on this 12th day of June 2025.

Art Tinoco
Registrar of Voters

By: 

Alice Kim
Chief Deputy Registrar of Voters

2724 GATEWAY DRIVE
RIVERSIDE, CA 92507-0918
MAIN (951) 486-7200
FAX (951) 486-7335
CA RELAY SERVICE (DIAL 711)
VOTEINFO.NET





CITY OF MURRIETA

City Council Meeting Agenda Report

7/15/2025
Agenda Item No. 21.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Javier Carcamo, Finance Director

PREPARED BY: Javier Carcamo, Finance Director

SUBJECT: Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta

RECOMMENDATION

Hold a public hearing regarding the formation of Community Facilities District (CFD) No. 2025-4 (Rustic Meadows) of the City of Murrieta;

Adopt Resolution No. 25-4876 entitled: *A Resolution of the City Council of the City of Murrieta, California, Establishing Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta, Authorizing the Levy of a Special Tax Therein, Calling an Election and Approving and Authorizing Certain Actions Related Thereto;*

Adopt Resolution No. 25-4877 entitled: *A Resolution of the City Council of the City of Murrieta, California, Acting as the Legislative Body of Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta, Determining the Necessity to Incur Bonded Indebtedness in an Amount Not to Exceed \$5,000,000, within the Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta and Calling an Election Therein;*

Direct the City Clerk to hold an election within CFD No. 2025-4;

Adopt Resolution No. 25-4878 entitled: *A Resolution of the City Council of the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta Certifying Election Results; and*

Introduce Ordinance No. 622-25 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Acting in its Capacity as the Legislative Body of Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta Authorizing the Levy of Special Taxes.*

PRIOR ACTION/VOTE

On April 5, 2016, the City Council adopted Resolution No. 16-3536 amending the Land Secured Financing Policy.

On October 3, 2023, the City Council considered an Amendment to the Community Facilities District Goals

and Policies and directed staff to present the recommendations in a workshop (Vote: 3-2).

On December 5, 2023, the City Council held a workshop on and adopted the proposed Amendment to the Community Facilities District Goals and Policies

On May 6, 2025, the City formed Community Facilities District No. 2025-1 (Safety Services), Community Facilities District No. 2025-2 (Maintenance Services) and Community Facilities District No. 2025-3 (Discovery Village) (Vote: 5-0).

On June 3, 2025, the City Council adopted a Resolution of Intention to establish Community Facilities District No. 2025-4 (Rustic Meadows) and set a public hearing for the formation of Community Facilities District No. 2025-4 (Rustic Meadows) for July 15, 2025 (Vote: 5-0).

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

DISCUSSION

Community Facilities Districts

Community Facility Districts (CFDs) are formed pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Mello-Roos Act") and are a widely used financing mechanism, frequently used to fund infrastructure associated with new significant (large) development projects, such as water and sewer facilities, storm drain facilities, roads, and parks and to finance the provision of certain municipal services.

A simplified example of CFD implementation is as follows:

- A developer submits a petition to form the CFD to the City or Special District (water districts frequently form CFDs) to start formation proceedings.
- In the City's case, staff presents the petition to the City Council for approval.
- The District is formed by a vote of the property owners.
- Once approved, the city approves the issuance of bonds, which are sold to investors.
- Proceeds from the sale of the bonds are used to build the infrastructure associated with the project.
- The bonds are paid off over time (typically 30 years) by the buyers of homes within the project as a part of their property tax bill.

On December 5, 2023, the City Council adopted amendments to the Community Facilities District Goals and Policies. In addition to changes related to state law, other changes contained in the amended policy include:

- A list of eligible facilities that can be financed;
- Adding an escalator of up to two percent (2%) per year for facilities;
- Adding an escalator for service or maintenance CFDs to cover increases in the cost of providing

services;

- Allowing Development Impact Fees (DIF) to be financed; and
- Increasing the maximum cap on the assessed value of a property from 1.8% to 2.0%.

Additional Authorized Services

The Mello-Roos Act also authorizes the City to establish a CFD to finance certain public services through the levy of a special tax. The services that can be funded include the following:

- Police protection services, including, but not limited to, criminal justice (limited to providing services for jails, detention facilities, and juvenile halls).
- Fire protection and suppression services, and ambulance and paramedic services.
- Recreation program services, library services, maintenance services for elementary and secondary school sites and structures, and the operation and maintenance of museums and cultural facilities
- Maintenance and lighting of parks, parkways, streets, roads, and open spaces.
- Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, plowing and removal of snow, and sandstorm protection systems.
- Maintenance and operation of any real property or other tangible property with an estimated useful life of five (5) or more years that is owned by the local agency or by another local agency (by agreement).

The Rustic Meadows Project and Community Facilities District No. 2025-4

The owner of the property within the proposed Rustic Meadows project within the City is Whitewood-Murrieta, L.P. (the "Property Owner"), and the Property Owner submitted a petition requesting that the City form Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta ("CFD No. 2025-4"). The property to be included in the proposed CFD No. 2025-4 (the "Property") is located at the southeast corner of the intersection of Clinton Keith Road and Whitewood Road. The Rustic Meadows project is proposed to include approximately 153 single-family homes at full buildout and will be developed by Century Communities of California, LLC. (the "Developer").

The Property Owner has requested that the City form CFD No. 2025-4 to encompass the Property in accordance with the Mello-Roos Act in order to finance the costs of certain public improvements through the levy of a special tax and the issuance of bonds. The maximum amount of bonded indebtedness proposed is \$5 million. The proceeds of bonds to be issued by CFD No. 2025-4 are expected to be used to finance public facilities to be owned and operated by the City and by Murrieta Valley Unified School District. Additionally, the bond proceeds will be used to finance the payment of DIF owed by the Property Owner to the City.

The Property Owner has requested that the boundaries of CFD No. 2025-4 include the area described in Attachment A of the Resolution of Intention to Establish CFD No. 2025-4 adopted by the City Council on June 3, 2025 (the "CFD No. 2025-4 Resolution of Intention"), and that special taxes be levied within the boundaries of CFD No. 2025-4 in accordance with the Rate and Method of Apportionment for CFD No. 2025-4 (the "CFD No. 2025-4 RMA") described in Attachment C to the Resolution of Intention. The proposed rates of the special tax range from \$1,659 per unit for single family homes less than 1,500 square feet to \$2,108 per unit for single family homes greater than 1,700 square feet and also include tax rates of \$41,763 per acre of multi-family

property and non-residential property. The special tax rates within CFD No. 2025-4 will increase two percent (2%) annually on July 1, of each year, commencing July 1, 2026.

The CFD No. 2025-4 Resolution of Intention was the first step in the process of forming CFD No. 2025-4 and, together with the Resolution of Intention to Incur Bond Indebtedness by CFD No. 2025-4 adopted by the City Council on June 3, 2025, declared the City's intention to establish CFD No. 2025-4, its intention to incur bonded indebtedness by CFD No. 2025-4, and called for a public hearing to take place on July 15, 2025. Notice of the public hearing was published in The Press Enterprise and mailed to the Property Owner.

In connection with the public hearing, Spicer Consulting Group has prepared a Public Hearing Report which describes and analyzes the facilities to be financed by CFD No. 2025-4 and the estimated costs of such facilities. Following the close of the public hearing, the City Council will be asked to adopt the Resolution of Formation for CFD No. 2025-4 and the Resolution Determining Necessity to Incur Bonded Indebtedness by CFD No. 2025-4 which, together, approve the formation of the CFD No. 2025-4, the levy of the special taxes in CFD No. 2025-4 in accordance with the CFD No. 2025-4 RMA and determines the necessity for the Facilities CFD to issue bonds in an amount not to exceed \$5,000,000. Such resolutions call for an election to submit to the qualified voters of the CFD No. 2025-4 ballot measures on the approval of the special taxes, the issuance of bonds, and an appropriations limit for the CFD No. 2025-4.

The CFD No. 2025-4 Resolution of Formation also approves the execution and delivery of an Acquisition, Construction and Funding Agreement with the Developer (the "Acquisition Agreement"). The Acquisition Agreement sets forth the terms pursuant to which CFD No. 2025-4 will acquire improvements constructed by the Developer from bond proceeds from CFD No. 2025-4 and how the Developer will be reimbursed for development impact fees from bond proceeds. In order to be eligible for acquisition, such facilities must be constructed in accordance with the terms and conditions of the Acquisition, Construction and Funding Agreement. The City and CFD No. 2025-4 are only required to pay for the acquisition of such facilities from the proceeds of bonds or special taxes levied in CFD No. 2025-4 and not from any other source.

The CFD No. 2025-4 Resolution of Formation also approves the execution and delivery of a Joint Community Facilities and School Facilities Mitigation Agreement among the City, the Murrieta Valley Unified School District (the "JCFA"). The JCFA sets forth the terms pursuant to which the Developer will be reimbursed from bond proceeds from CFD No. 2025-4 for certain school facility fees the Developer is required to pay to the Murrieta Valley Unified School District. In order to be eligible for acquisition, such facilities must be constructed in accordance with the terms and conditions of the Acquisition, Construction and Funding Agreement. The City and CFD No. 2025-4 are only required to pay for the acquisition of such facilities from the proceeds of bonds or special taxes levied in CFD No. 2025-4 and not from any other source.

On file with the City Clerk is a Certificate of the Registrar of Voters of Riverside County certifying that there are no registered voters residing within the boundaries of the CFD No. 2025-4. Accordingly, under the Mello-Roos Act, only property owners owning land in CFD No. 2025-4 are eligible to vote at the election for CFD No. 2025-4, with each owner having one vote for each acre (or portion thereof) that they own within CFD No. 2025-4. The Property Owner has executed a consent and waiver of certain election procedures with respect to the election, including certain timing requirements with respect to the election, in accordance with the Mello-Roos Act. Accordingly, if the City Council approves the Resolution of Formation and the Resolution Determining Necessity to Incur Bonded Indebtedness, the City Clerk will conduct the election. The Property Owner will have delivered its ballot to the City Clerk in advance of the public hearing, and the City Clerk will announce the election results, and the City Council will be asked to adopt the Resolution Certifying the Election Results. Upon certification that 2/3rds of the votes cast are in favor of the propositions voted upon in CFD No. 2025-4, the Resolution Certifying the Election Results will direct the City Clerk to record a notice of special tax lien on the property within CFD No. 2025-4. The City Council will then be asked to introduce an ordinance authorizing the levy of the special tax within CFD No. 2025-4, in accordance with the CFD No. 2025-4 RMA.

The Rustic Meadows project is also required to either annex to or request the formation of a public safety services CFD and a maintenance services CFD. Accordingly, the Property Owner has also requested the formation for Community Facilities District No. 2025-S (Safety Services) and that the Property be annexed to Community Facilities District No. 2025-2 (Maintenance Services) and on June 3, 2025, the City Council also adopted resolutions declaring its intention to form CFD No. 2025-S (Safety Services) and approve the annexation of the Rustic Meadows project into CFD No. 2025-2 (Maintenance Services), and set public hearings for July 15, 2025.

FISCAL IMPACT

The Developer has made a deposit of \$80,000, to pay for the costs of the formation proceedings which may be reimbursed to the Property Owner from proceeds of a future bond issuance in accordance with the reimbursement agreement with the Developer. If established and subject to necessary Council and voter approvals, CFD No. 2025-4 will annually levy special taxes on all of the taxable property within CFD No. 2025-4 in accordance with the CFD No. 2025-4 RMA. Such special taxes will be used to pay for the facilities, administration of the CFDs, and debt service on bonds. Any bonds issued by CFD No. 2025-4 are not obligations of the City and will be secured solely by the Special Taxes levied within CFD No. 2025-4.

ATTACHMENTS

1. Landowner Waiver (CFD No. 2025-4)
2. Public Hearing Report (CFD No. 2025-4)
3. Resolution No. 25-4876
4. Resolution No. 25-4877
5. Resolution No. 25-4878
6. Ordinance No. 622-25
7. Certificate of the Registrar of Voters (CFD No. 2025-4)
8. Acquisition, Construction, and Funding Agreement (CFD No. 2025-4)
9. Joint Community Facilities and School Facilities Mitigation Agreement with Murrieta Valley Unified School District

**WAIVER OF CERTAIN ELECTION PROCEDURES
WITH RESPECT TO LANDOWNER ELECTION FOR
COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS)
OF THE CITY OF MURRIETA**

The undersigned, Steven C. Porath, acting on behalf of Whitewood—Murrieta, L.P., a Delaware limited partnership (the “Owner”), hereby certifies to the City of Murrieta (the “City”), with respect to the proposed formation of Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta (the “District”), as follows:

1. The undersigned has been duly authorized by the Owner and possesses all authority necessary to execute this Waiver on behalf of the Owner in connection with the election to be called by the City Council of the City with respect to the District. The Owner hereby appoints Steven C. Porath to act as its authorized representative to vote in the election referred to herein and certifies that his true and exact signature is set forth below:

Signature of Steven C. Porath: _____

2. The Owner is the present owner of 9.99 acres of land located within the proposed boundaries of the District. To the actual knowledge of the undersigned, there are no registered voters residing within the territory owned by the Owner and have been none during the 90-day period preceding July 15, 2025.

3. The Owner has received notice of the July 15, 2025 public hearing to be held by the City Council of the City regarding the levy of a special tax in the District and the incurring of bonded indebtedness by the District. The Owner agrees that it received adequate notice of the July 15, 2025 hearing.

4. The Owner has received from the City and the City has made available to the Owner necessary and relevant information regarding the proposed formation of the District and the imposition of the special tax and the issuance of bonded indebtedness, as set forth in Resolution Nos. 25-4839 and 25-4840 adopted by the City Council on June 3, 2025 (together, the “Resolutions”) to finance the facilities as set forth in the Resolutions.

5. The undersigned understands that if the District is formed on or after July 15, 2025, an election will be held by the District on the propositions set forth in the sample ballot attached hereto as Exhibit “A” less than 90 days after the close of the July 15, 2025 public hearing as in accordance with Section 53326 of the Government Code, without the preparation of an impartial analysis, arguments or rebuttals concerning the election as provided for by Elections Code Sections 9160 to 9167, inclusive, and 9190 and without preparation of a tax rate statement as provided in Section 9401 of the Elections Code and without further notice of such election as required pursuant to the Elections Code or the Government Code. Having been fully advised with respect to the election, in accordance with the authority contained in Government Code Sections 53326 and 53327, the Owner waives compliance with the foregoing provisions of the Elections Code and Government Code, with any time limits or other procedural requirements pertaining to the conduct of the election which are not being complied with and consents to having the election on any date on or after the close of the July 15, 2025 public hearing and consents to the closing of the election as soon as all ballots are received by the City Clerk or Deputy City Clerk.

6. The undersigned hereby represents that compliance with the procedural requirements for conducting the election, including the receipt of any ballot arguments and impartial analysis and the time limitations which apply in connection with scheduling, mailing and publishing notices for such an election, are unnecessary in light of the fact that the undersigned has received sufficient information regarding the imposition of the special tax and the issuance of bonded indebtedness as set forth in the Resolutions to allow it to properly complete the attached ballot. The Owner further waives its right to make any protest or complaint or undertake any legal action challenging the validity of the election, the validity of any bonded indebtedness issued by the District as approved at the election, or the validity of the authorization of the special tax to finance facilities for the benefit of the District or to repay bonded indebtedness issued by the District in accordance with the rate and method of apportionment of special taxes provided in Resolution No. 25-4839 of the City Council of the City.

Dated: June __, 2025

WHITEWOOD—MURRIETA, L.P.,
a Delaware limited partnership

By: Cal Hearthstone PBLO GP, LLC,
a Delaware limited liability company
Its: General Partner

By: _____
Steven C. Porath
Authorized Representative

EXHIBIT A

SAMPLE

OFFICIAL BALLOT

**COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS)
OF THE CITY OF MURRIETA**

SPECIAL TAX AND SPECIAL BOND ELECTION

July 15, 2025

PROPOSITION A: Shall Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta (the "District") incur an indebtedness and issue bonds in one or more series in the maximum aggregate principal amount of \$5,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 25-4839 of the City Council of the City of Murrieta?

YES _____

NO _____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 25-4839 of the City Council of the City of Murrieta be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 25-4839, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?

YES _____

NO _____

PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to \$5,000,000?

YES _____

NO _____

CITY OF MURRIETA

Public Hearing Report



Community Facilities District No. 2025-4
(Rustic Meadows)

July 15, 2025

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Background

On June 3, 2025 the City Council (the “City Council”) of the City of Murrieta (the “City”), adopted a Resolution of Intention to form Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta (“CFD No 2025-4” or “District”), Resolution No. 2025-4839, pursuant to the provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, (“Act”).

CFD No 2025-4 is currently comprised of Tract Map No. 38199 that includes one undeveloped parcel and approximately 10 gross acres for development. The proposed development includes 153 single family homes. The properties are generally located on the southeast corner of the intersection of Whitewood Road and Clinton Keith Road, east of Interstate 215.

For a map showing the boundaries of CFD No 2025-4 please see Appendix B.

Purpose of Public Hearing Report

WHEREAS, this Community Facilities District Report (“Report”) is being provided to the City Council and generally contains the following:

1. A brief description of CFD No 2025-4;
2. A brief description of the Facilities required at the time of formation to meet the needs of CFD No 2025-4.
3. A brief description of the Boundaries of CFD No 2025-4; and
4. An estimate of the cost of financing the bonds used to pay for the Facilities, including all costs associated with formation of the District, issuance of bonds, determination of the amount of any special taxes, collection of any special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the City with respect to the District, and any other incidental expenses to be paid through the proposed financing.

For particulars, reference is made to the Resolution of Intention as previously approved and adopted and is included in Appendix C.

NOW, THEREFORE, the undersigned, authorized representative of Spicer Consulting Group, LLC, the appointed responsible officer, or person directed to prepare this Report, does hereby submit the following data:

Description of the Facilities

A Community Facilities District may pay for facilities which may include all amounts necessary to eliminate any fixed special assessment liens or to pay, repay, or defease any obligation to pay for any indebtedness secured by any tax, fee, charge, or assessment levied, provide for the purchase, construction, expansion, or rehabilitation for any real or other tangible property with an estimated useful life of five (5) years or longer, which is necessary to meet increased demands placed upon local agencies as a result of development and/or rehabilitation occurring within the District.

The types of facilities that are proposed by CFD No 2025-4 and financed with the proceeds of special taxes and bonds issued by CFD No 2025-4 consist of the construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) storm drainage, library, park, law enforcement, fire, streets and bridges, traffic, administration and community center facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act (the "City Facilities") and (ii) interim and permanent school facilities of Murrieta Valley Unified School District, including classrooms, multi-purpose facilities, administration and auxiliary space at school facilities, athletic fields, playgrounds and recreational facilities and improvements thereto, landscaping, access roadways, drainage, sidewalks and gutters and utility lines, furniture, equipment and technology, including technology upgrades and mobile devices and infrastructure therefore, with a useful life of at least five (5) years at such school facilities, including such school facilities Murrieta Valley Unified School District which are included in Murrieta Valley Unified School District's school fee program (the "School Facilities" and together, with the City Facilities, the "Facilities"), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities.

Incidental Expenses

The Incidental Expenses to be paid from bond proceeds and/or special taxes include:

- a) The cost of engineering, planning and designing the Facilities; and
- b) All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and
- c) Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

All costs associated with the creation of CFD No 2025-4, the issuance of bonds, the determination of the amount of special taxes to be levied, costs incurred in order to carry out the authorized purposes of CFD No 2025-4, including legal fees, fees of consultants, engineering, planning, designing and the annual costs to administer CFD No 2025-4 and any obligations.

The description of the eligible public facilities, services and incidental expenses above are preliminary and general in nature. The final plans and specifications approved by the applicable public agency may show substitutes or modifications in order to accomplish the work or serve the new development and any such substitution or modification shall not constitute a change or modification in the proceedings relating to CFD No 2025-4.

Below is the estimated cost of facilities to be provided to the District.

- a) The cost estimate of facilities, including incidental expenses, to be financed through the issuance of CFD No 2025-4 Bonds is estimated to be \$4,090,000 based upon current dollars (Fiscal Year 2025-26).
- b) For further particulars please reference Table 3-1 below and incorporated herein by reference.
- c) Pursuant to Section 53340 of the Act, the proceeds of any special tax levied and collected by CFD No 2025-4 may be used only to pay for the cost of providing public facilities, services, and incidental expenses. As defined by the Act, incidental expenses include, but are not limited to, the annual costs associated with determination of the amount of special taxes, collection of special taxes, payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the District. The incidental expenses associated with the annual administration of CFD No 2025-4 are estimated to be \$35,000 in the initial Fiscal Year. However, it is anticipated that the incidental expenses will vary due to inflation and other factors that may not be foreseen today, and the actual incidental expenses may exceed these amounts accordingly.

**Table 3-1
Cost Estimate**

| City Fees | Total | Bond Allocation ⁽¹⁾ |
|------------------------|--------------------|--------------------------------|
| Law Enforcement | \$63,801 | \$63,801 |
| Fire Facilities | \$67,932 | \$67,932 |
| Streets & Bridges | \$582,777 | \$582,777 |
| Traffic Signals | \$111,690 | \$111,690 |
| Storm Drainage | \$46,512 | \$46,512 |
| General Facilities | \$25,704 | \$25,704 |
| Park Land Facilities | \$466,497 | \$466,497 |
| Community Center | \$81,549 | \$81,549 |
| Public Library | \$41,310 | \$41,310 |
| Total City Fees | \$1,487,772 | \$1,487,772 |

| Murrieta Valley Unified School District Fees | Total | Bond Allocation ⁽¹⁾ |
|---|--------------------|--------------------------------|
| Level I School Developer Fee | \$1,334,698 | \$1,334,698 |
| Developer Fee Premium | \$333,674 | \$305,447 |
| Total Murrieta Valley Unified School District Fees | \$1,668,372 | \$1,640,145 |

| | | |
|--------------------------------------|-------------|--------------------|
| Total Eligible Fees/Improvements | \$3,156,144 | \$3,127,917 |
| Incidental Financing Costs | | \$962,083 |
| Total Funded by Bond Proceeds | | \$4,090,000 |

| | | |
|--|--|-----------------|
| Total Fees/Improvements to be Funded by Developer | | \$28,227 |
|--|--|-----------------|

(1) Amounts are allocated based upon estimated bond sizing and may change based upon market conditions at the time of bond issuance. Allocation of bond proceeds between facility types to be determined at the time of bond issuance.

The CFD No 2025-4 includes approximately 10 gross acres for development on one undeveloped parcel within Tract 38199. The District is located on the southeast corner of the intersection of Whitewood Road and Clinton Keith Road, east of Interstate 215. As of Fiscal Year 2025-26 the proposed CFD No. 2025-4 includes the following Assessor's Parcel Number: 900-030-045.

A map showing the boundaries of CFD No 2025-4 is included in Appendix B.

The Rate and Method of Apportionment allows each property owner within CFD No 2025-4 to estimate the annual Special Tax amount that would be required for payment. The Rate and Method of Apportionment of the Special Tax established pursuant to these proceedings, is attached hereto as Appendix A (the “Rate and Method”). The Special Tax will be collected in the same manner and at the same time as ordinary ad valorem property taxes and shall be subject to the same penalties, the same procedure, sale and lien priority in the case of delinquency; provided, however, that the CFD Administrator may directly bill the Special Taxes, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of CFD No 2025-4, and provided further that CFD No 2025-4 may covenant to foreclose and may actually foreclose on parcels having delinquent Special Taxes as permitted by the Act.

All of the property located within CFD No 2025-4, unless exempted by law or by the Rate and Method proposed for CFD No 2025-4, shall be taxed for the purpose of providing necessary facilities to serve the District. The Boundary Map for CFD No 2025-4 is attached hereto as Appendix B. Pursuant to Section 53325.3 of the Act, the tax imposed “is a Special Tax and not a special assessment, and there is no requirement that the tax be apportioned on the basis of benefit to any property.” The Special Tax may be based on the benefit received by property, the cost of making facilities or authorized services available or other reasonable basis as determined by the City, although the Special Tax may not be apportioned on an ad valorem basis pursuant to Article XIII A of the California Constitution. A property owner within the District may choose to prepay in whole or in part the Special Tax. The available method for so doing is described in Section G of the Rate and Method (“Prepayment of Special Tax”).

For each year that any Bonds are outstanding the Special Tax shall be levied on all parcels subject to the Special Tax. If any delinquent Special Taxes remain uncollected prior to or after all Bonds are retired, the Special Tax may be levied to the extent necessary to reimburse CFD No 2025-4 for uncollected Special Taxes associated with the levy of such Special Taxes, but the Special Tax shall not be levied after 2066-67 Fiscal Year.

**Table 5-1
Assigned Special Tax for Developed Property
Fiscal Year 2025-26**

| Land Use Category | Taxable Unit | Building Square Footage | Assigned Special Tax Per Taxable Unit |
|---------------------------------------|--------------|------------------------------|---------------------------------------|
| 1. Single Family Residential Property | RU | Less than 1,500 sq. ft | \$1,659.00 |
| 2. Single Family Residential Property | RU | 1,500 sq. ft to 1,700 sq. ft | \$1,809.00 |
| 3. Single Family Residential Property | RU | Greater than 1,700 sq. ft | \$2,108.00 |
| 4. Multifamily Property | Acre | N/A | \$41,763.00 |
| 5. Non-Residential Property | Acre | N/A | \$41,763.00 |

Escalation of Special Taxes

On each July 1, commencing on July 1, 2026 the Assigned Special Tax shall increase by two percent (2.0%), of the amount in effect in the prior Fiscal Year.

For particulars as to the Rate and Method for CFD No 2025-4, see the attached and incorporated in Appendix A.

Based on the information provided herein, it is my opinion that the described services herein are those that are necessary to meet increased demands placed upon the City of Murrieta as a result of development occurring within the CFD No 2025-4 and benefits the lands within said CFD No 2025-4. Further, it is my opinion that the special tax rates and method of apportionment, as set forth herein, are fair and equitable, uniformly applied and not discriminating or arbitrary.

Date: July 15, 2025

SPICER CONSULTING GROUP, LLC



SHANE SPICER
SPECIAL TAX CONSULTANT FOR
CITY OF MURRIETA
RIVERSIDE COUNTY
STATE OF CALIFORNIA



Appendix A:

Rate and Method of Apportionment

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR
COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS)
OF THE CITY OF MURRIETA**

A Special Tax (all capitalized terms not otherwise defined herein are defined in Section A, "Definitions", below) shall be applicable to each Assessor's Parcel of Taxable Property located within the boundaries of Community Facilities District No. 2025-4 (Rustic Meadows), of the City of Murrieta ("CFD No. 2025-4"). The amount of Special Tax to be levied in each Fiscal Year on an Assessor's Parcel shall be determined by the City Council of the City of Murrieta, acting in its capacity as the legislative body of CFD No. 2025-4, by applying the appropriate Special Tax for Developed Property, Approved Property, Undeveloped Property, and Provisional Undeveloped Property that is not Exempt Property as set forth below. All of the real property, unless exempted by law or by the provisions hereof in Section F, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Dwelling Unit" means a residential unit of limited size including smaller secondary unit(s) that shares an Assessor's Parcel as a Single Family Residential Property with a stand-alone Residential Unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map or instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2025-4: the costs of computing the Special Taxes and preparing the Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting Special Taxes to the Trustee; the costs of the Trustee (including legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2025-4 or any designee thereof in complying with arbitrage rebate requirements; the costs to the City, CFD No. 2025-4 or any designee thereof in complying with continuing disclosure requirements of the City, CFD No. 2025-4 and any major property owner associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2025-4 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses related to CFD No. 2025-4. Administrative Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2025-4 for any other administrative purposes of CFD No. 2025-4, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Approved Property" means all Assessor's Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied,

and (ii) that have not been issued a building permit on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means that number assigned to an Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax" means the Special Tax of that name described in Section D below.

"Backup Special Tax" means the Special Tax of that name described in Section D below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax of CFD No. 2025-4 have been pledged.

"Boundary Map" means a recorded map of the CFD which indicates the boundaries of the CFD.

"Building Permit" means the first legal document issued by the City giving official permission for new construction. For purposes of this definition, "Building Permit" may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator, provided that following such determination the Maximum Special Tax that may be levied on all Assessor's Parcels of Taxable Property will be at least 1.1 times annual debt service on all outstanding Bonds plus the estimated annual Administrative Expenses.

"Building Square Footage" or **"BSF"** means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the Building Permit for such Assessor's Parcel.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD" or **"CFD No. 2025-4"** means Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta established by the City under the Act.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement, and providing for the levy and collection of the Special Taxes.

"City" means the City of Murrieta, State of California.

"City Council" means the City Council of the City of Murrieta, acting as the legislative body of CFD No. 2025-4.

“Condominium Plan” means a condominium plan pursuant to California Civil Code, Section 6624.

“County” means the County of Riverside, State of California.

“Developed Property” means all Assessor’s Parcels that: (i) are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit for new construction was issued on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Exempt Property” means all Assessor’s Parcels designated as being exempt from Special Taxes as provided for in Section F.

“Final Map” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a Condominium Plan pursuant to California Civil Code Section 6624 that creates individual lots for which Building Permits may be issued without further subdivision.

“Fiscal Year” means the period commencing on July 1st of any year and ending the following June 30th.

“Indenture” means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Land Use Category” means any of the categories listed in Table 1 of Section D.

“Maximum Special Tax” means for each Assessor’s Parcel, the maximum Special Tax, determined in accordance with Section D below, that can be levied by CFD No. 2025-4 on such Assessor’s Parcel.

“Multi-family Residential Property” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for the purpose of constructing a building or buildings comprised of attached Residential Units available for rental by the general public, not for sale to an end user, and under common management, as determined by the CFD Administrator.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a Building Permit(s) was issued for a non-residential use. The CFD Administrator shall make the determination if an Assessor’s Parcel is Non-Residential Property.

“Partial Prepayment Amount” means the amount required to prepay a portion of the Special Tax obligation for an Assessor’s Parcel, as described in Section G.2.

“Prepayment Amount” means the amount required to prepay the Special Tax obligation in full for an Assessor’s Parcel, as described in Section G.1.

“Proportionately” means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Assessor’s Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Assessor’s Parcels of Approved Property, and (iii) Undeveloped Property or Provisional Undeveloped Property, that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax

per Acre is the same for all Assessor's Parcels of Undeveloped Property or Provisional Undeveloped Property, as applicable.

"Provisional Undeveloped Property" means all Assessor's Parcels of Taxable Property that would otherwise be classified as Exempt Property pursuant to the provisions of Section F, but cannot be classified as Exempt Property because to do so would be reduce the Acreage of all Taxable Property below the required minimum Acreage set forth in Section F.

"Rate and Method of Apportionment" or **"RMA"** means this Rate and Method of Apportionment of Special Tax for CFD No. 2025-4.

"Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one or more Residential Units.

"Residential Unit" or **"RU"** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the CFD Administrator. An Accessory Dwelling Unit that shares an Assessor's Parcel with a Single Family Residential Property shall not be considered a Residential Unit for purposes of this RMA.

"Single Family Residential Property" means all Assessor's Parcels of Residential Property other than Multi-family Residential Property.

"Special Tax" or **"Special Taxes"** means any of the special taxes authorized to be levied within CFD No. 2025-4 pursuant to the Act to fund the Special Tax Requirement.

"Special Tax Requirement " means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to replenish any reserve funds established in association with the Bonds (provided that the same amount was not previously levied), (v) an amount up to any anticipated shortfall due to Special Tax delinquencies and (vi) for the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2025-4 or the payment of debt service on Bonds anticipated to be issued, provided that the inclusion of such amount does not cause an increase in the levy of Special Tax on Approved Property or Undeveloped Property as set forth in Steps Two or Three of Section E., less (vii) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to the Indenture.

"Taxable Property" means all Assessor's Parcels within CFD No. 2025-4, which are not Exempt Property.

"Taxable Unit" means either a Residential Unit or an Acre.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property, Approved Property, or Provisional Undeveloped Property.

B. SPECIAL TAX

Commencing Fiscal Year 2025-2026 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property, up to the applicable Maximum Special Tax, to fund the Special Tax Requirement.

C. ASSIGNMENT TO LAND USE CATEGORY FOR SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2025-2026, each Assessor's Parcel within CFD No. 2025-4 shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Approved Property, Undeveloped Property or Provisional Undeveloped Property.

Assessor's Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property. Each Assessor's Parcel of Residential Property shall further be classified as a Single Family Residential Property or Multi-family Residential Property. Each Assessor's Parcel of Single Family Residential Property shall be further assigned to a Land Use Category based on its Building Square Footage.

In the event that there are Assessor's Parcel(s) for which one or more Building Permits for Residential Units have been issued and the County has not yet assigned final Assessor's Parcel Number(s) to such Assessor's Parcel(s) (in accordance with the Final Map or Condominium Plan), the amount of the Special Tax levy on such Assessor's Parcel for each Fiscal Year shall be determined as follows: (1) the CFD Administrator shall first determine an amount of the Maximum Special Tax for such Assessor's Parcel, based on the classification of such Assessor's Parcel as Undeveloped Property; (2) the amount of the Special Tax for the Residential Units on such Assessor's Parcel for which Building Permits have been issued shall be determined based on the Assigned Special Tax rates for Developed Property and such amount shall be levied as Developed Property in accordance with Step 1 of Section E below; and (3) the amount of the Special Tax on the Taxable Property in such Assessor's Parcel not subject to the Special Tax levy in clause (2) shall be equal to: (A) the percentage of the Maximum Special Tax rate levied on Undeveloped Property pursuant to Step 3 of Section E below, multiplied by the total of the amount determined in clause (1), less (B) the amount determined in clause (2).

D. MAXIMUM SPECIAL TAX

1. Developed Property

The Maximum Special Tax for each Assessor's Parcel of Single Family Residential Property in any Fiscal Year shall be the greater of (i) the Assigned Special Tax for such Assessor's Parcel or (ii) the Backup Special Tax.

The Maximum Special Tax for each Assessor's Parcel of Multi-family Residential Property and Non-Residential Property shall be the applicable Assigned Special Tax described in Table 1 of Section D.

a. Assigned Special Tax

Each Fiscal Year, each Assessor's Parcel of Single Family Residential Property, Multi-family Residential Property or Non-Residential Property shall be subject to an Assigned Special Tax. The Assigned Special

Tax for Fiscal Year 2025-2026 applicable to an Assessor's Parcel of Developed Property shall be determined pursuant to Table 1 below.

**TABLE 1
ASSIGNED SPECIAL TAX FOR DEVELOPED PROPERTY
FISCAL YEAR 2025-2026**

| Land Use Category | Taxable Unit | Building Square Footage | Assigned Special Tax Per Taxable Unit |
|---------------------------------------|---------------------|--------------------------------|--|
| 1. Single Family Residential Property | RU | Less than 1,500 sq. ft | \$1,659.00 |
| 2. Single Family Residential Property | RU | 1,500 sq. ft to 1,700 sq. ft | \$1,808.00 |
| 9. Single Family Residential Property | RU | Greater than 1,700 sq. ft | \$2,108.00 |
| 10. Multi-family Residential Property | Acre | N/A | \$41,763.00 |
| 11. Non-Residential Property | Acre | N/A | \$41,763.00 |

On each July 1, commencing July 1, 2026, the Assigned Special Tax rate for Developed Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

b. Multiple Land Use Categories

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for each Taxable Unit for all Land Use Categories located on the Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

c. Backup Special Tax

The Backup Special Tax for an Assessor's Parcel within a Final Map classified as Single Family Residential Property shall be \$1,858 per Residential Unit.

Notwithstanding the foregoing, if all or any portion of the applicable Final Maps and/or condominium plan contained within the boundaries of CFD No. 2025-4 is subsequently changed or modified, then the Backup Special Tax for Single Family Residential Property or Approved Property in such Final Map or condominium plan area that is changed or modified shall be recalculated as follows:

1. Determine the total Backup Special Taxes anticipated to apply to the changed or modified Final Map or condominium plan area prior to the change or modification.
2. The result of paragraph 1 above shall be divided by the total number of Residential Units constructed and/or anticipated to be constructed within such changed or modified Final Map or condominium plan area, as reasonably determined by the CFD Administrator.

The result of paragraph 2 is the Backup Special Tax per Residential Unit which shall be applicable to Assessor's Parcels of Single Family Residential Property or Approved Property in such changed or modified Final Map or condominium plan area contained within the boundaries of CFD No. 2025-4. Notwithstanding the foregoing, the Backup Special Tax for an Assessor's Parcel of Developed Property for which a certificate of occupancy has been granted may not be revised.

On each July 1, commencing July 1, 2026, the Backup Special Tax rate shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

2. Approved Property

The Maximum Special Tax for each Assessor’s Parcel of Approved Property expected to be classified as Single Family Residential Property shall be the Backup Special Tax computed pursuant to Section D.1.c above.

The Maximum Special Tax for each Assessor’s Parcel of Approved Property not expected to be classified as Single Family Residential Property shall be \$41,763 per Acre.

On each July 1, commencing July 1, 2026, the Maximum Special Tax rate for Approved Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

3. Undeveloped Property and Provisional Undeveloped Property

The Maximum Special Tax for each Assessor’s Parcel of Undeveloped Property and Provisional Undeveloped Property shall be \$41,763 per Acre.

On each July 1, commencing July 1, 2026, the Maximum Special Tax rate for Undeveloped Property and Provisional Undeveloped Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing Fiscal Year 2025-2026 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property in accordance with the following steps:

- Step One: The Special Tax shall be levied Proportionately on each Assessor’s Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax rates in Table 1 to satisfy the Special Tax Requirement.
- Step Two: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor’s Parcel of Approved Property at up to 100% of the Maximum Special Tax applicable to each such Assessor’s Parcel as needed to satisfy the Special Tax Requirement.
- Step Three: If additional moneys are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor’s Parcel of Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor’s Parcel as needed to satisfy the Special Tax Requirement.
- Step Four: If additional moneys are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax levy on each Assessor’s Parcel of Developed Property for which the Maximum Special Tax is the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement after the first four steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Assessor's Parcel of Residential Property as a result of a delinquency in the payment of the Special Tax applicable to any other Assessor's Parcel be increased by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

F. EXEMPTIONS

The City shall classify Assessor's Parcels as Exempt Property, in the following order of priority, (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by the State of California, Federal or other local governments, including school districts, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses or (vi) Assessor's Parcels restricted to other types of public uses determined by the City Council, provided that no such classification would reduce the total Acreage of all Taxable Property to less than 7.56 Acres.

Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the total Acreage of all Taxable Property to less than 7.56 Acres. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than 7.56 Acres will be classified as Provisional Undeveloped Property, and will be subject to the Special Tax pursuant to Step Five in Section E.

G. PREPAYMENT OF SPECIAL TAX

The following additional definitions apply to this Section G:

"CFD Facilities" means \$4,000,000 expressed in 2025 dollars, which shall increase by the Construction Inflation Index on July 1, 2026, and on each July 1 thereafter, or such lower amount (i) determined by the City Council as sufficient to provide the facilities under the authorized bonding program for CFD No. 2025-4, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to finance additional facilities to be supported by Special Tax levied under this Rate and Method of Apportionment.

"Construction Fund" means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are available for expenditure to acquire or construct facilities eligible to be financed by CFD No. 2025-4.

“Construction Inflation Index” means the greater of (i) 2% and (ii) the annual percentage change in the Engineering News-Record Building Cost Index for the city of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

“Future Facilities Costs” means the CFD Facilities minus (i) amounts deposited in the Construction Fund, (ii) amounts deposited in any escrow accounts funded by the Outstanding Bonds and anticipated to fund public facilities costs, and (iii) public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment, but in no event shall such amount be less than zero.

“Outstanding Bonds” means all previously issued Bonds issued and secured by the levy of Special Tax which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Tax.

1. Prepayment in Full

The Special Tax obligation may be prepaid and permanently satisfied for (i) Assessor’s Parcels of Developed Property, (ii) Assessor’s Parcels of Approved Property or Undeveloped Property for which a Building Permit has been issued, (iii) Assessor’s Parcels of Approved Property or Undeveloped Property for which a Building Permit has not been issued and (iv) Assessor’s Parcels of Provisional Undeveloped Property. The Special Tax obligation applicable to an Assessor’s Parcel may be fully prepaid and the obligation to pay the Special Tax for such Assessor’s Parcel permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor’s Parcel at the time of prepayment. An owner of an Assessor’s Parcel intending to prepay the Special Tax obligation for such Assessor’s Parcel shall provide the CFD Administrator with written notice of intent to prepay, and within 5 business days of receipt of such notice, the CFD Administrator shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the Prepayment Amount (as defined below) for the Assessor’s Parcel. Within 15 days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the Prepayment Amount for the Assessor’s Parcel. Prepayment must be made not less than 60 days prior to the redemption date for any Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount shall be calculated as follows (some capitalized terms are defined below):

| | |
|---------|----------------------------------|
| | Bond Redemption Amount |
| plus | Redemption Premium |
| plus | Future Facilities Amount |
| plus | Defeasance Amount |
| plus | Administrative Fees and Expenses |
| less | Reserve Fund Credit |
| Equals: | Prepayment Amount |

The Prepayment Amount shall be determined as of the proposed prepayment date as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor’s Parcel.

2. For an Assessor's Parcel of Developed Property, compute the Maximum Special Tax for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax for the Assessor's Parcel as though it was already designated as Developed Property, based upon the Building Permit which has been issued for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has not been issued, or Provisional Undeveloped Property, compute the Maximum Special Tax for the Assessor's Parcel.
3. Divide the Maximum Special Tax derived pursuant to paragraph 2 by the total amount of Maximum Special Taxes that could be levied assuming build out of all Assessor's Parcels of Taxable Property based on the applicable Maximum Special Tax for Assessor's Parcels of Developed Property not including any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.
4. Multiply the quotient derived pursuant to paragraph 3 by the principal amount of the Outstanding Bonds to determine the amount of Outstanding Bonds to be redeemed with the Prepayment Amount (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
6. Determine the Future Facilities Costs.
7. Multiply the quotient derived pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to determine the amount of Future Facilities Costs for the Assessor's Parcel (the "Future Facilities Amount").
8. Determine the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds on which Bonds can be redeemed from Special Tax prepayments.
9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.
10. Determine the amount the CFD Administrator reasonably expects to derive from the investment of the Bond Redemption Amount and the Redemption Premium from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the Prepayment Amount.
11. Add the amounts derived pursuant to paragraphs 8 and 9 and subtract the amount derived pursuant to paragraph 10 (the "Defeasance Amount").
12. Verify the administrative fees and expenses of the CFD, the cost to invest the Prepayment Amount, the cost of redeeming the Outstanding Bonds, and the cost of recording notices to evidence the prepayment of the Special Tax obligation for the Assessor's Parcel and the redemption of Outstanding Bonds (the "Administrative Fees and Expenses").
13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the

redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.

14. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance Amount and the Administrative Fees and Expenses, less the Reserve Fund Credit.

15. From the Prepayment Amount, the Bond Redemption Amount, the Redemption Premium, and Defeasance Amount shall be deposited into the appropriate fund as established under the Indenture and be used to redeem Outstanding Bonds or make debt service payments. The Future Facilities Amount shall be deposited into the Construction Fund. The Administrative Fees and Expenses shall be retained by the CFD.

The Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such event, the increment above \$5,000 or an integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next redemption from other Special Tax prepayments of Outstanding Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined pursuant to paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for the Assessor's Parcel from the County tax roll. With respect to any Assessor's Parcel for which the Special Tax obligation is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Tax obligation and the release of the Special Tax lien for the Assessor's Parcel, and the obligation to pay the Special Tax for such Assessor's Parcel shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless for each fiscal year the amount of Maximum Special Tax that may be levied on all Assessor's Parcels of Taxable Property after the proposed prepayment will be at least 1.1 times debt service on the Bonds that will remain outstanding for such Fiscal Year after the prepayment plus the estimated annual Administrative Expenses.

Tenders of Bonds in prepayment of the Special Tax obligation may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Special Tax obligation for an Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property may be partially prepaid. For purposes of determining the Partial Prepayment Amount, the provisions of Section G.1 shall be modified as provided by the following formula:

$$PP = ((P_E - A) \times F) + A$$

These terms have the following meaning:

PP = Partial Prepayment Amount

P_E = the Prepayment Amount calculated according to Section G.1

F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax obligation

A = the Administrative Fees and Expenses determined pursuant to Section G.1

The owner of an Assessor's Parcel who desires to partially prepay the Special Tax obligation for the Assessor's Parcel shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Special Tax obligation, (ii) the percentage of the Special Tax obligation such owner wishes to prepay, and (iii) the company or agency that will be acting as the escrow agent, if any. Within 5 days of receipt of such notice, the CFD Administrator shall notify such property owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the Partial Prepayment Amount. Within 15 business days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the amount of the Partial Prepayment Amount for the Assessor's Parcel. A Partial Prepayment Amount must be made not less than 60 days prior to the redemption date for the Outstanding Bonds to be redeemed with the proceeds of the Partial Prepayment Amount.

With respect to any Assessor's Parcel for which the Special Tax obligation is partially prepaid, the CFD Administrator shall (i) distribute the Partial Prepayment Amount as provided in Paragraph 15 of Section G.1, and (ii) indicate in the records of the CFD that there has been a partial prepayment for the Assessor's Parcel and that a portion of the Special Tax obligation equal to the remaining percentage (1.00 - F) of the applicable Special Tax will continue to be levied on the Assessor's Parcel pursuant to Section E.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax shall be levied on all Assessor's Parcels subject to the Special Tax pursuant to Section E. The Special Tax shall cease not later than the 2066-2067 Fiscal Year, however, Special Taxes will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined (i) that all the required interest and principal payments on the CFD No. 2025-4 Bonds have been paid; (ii) all authorized facilities of CFD No. 2025-4 have been acquired and all reimbursements to the developer have been paid, (iii) no delinquent Special Taxes remain uncollected and (iv) all other obligations of CFD No. 2025-4 have been satisfied.

I. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2025-4 may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

J. APPEALS OF SPECIAL TAXES

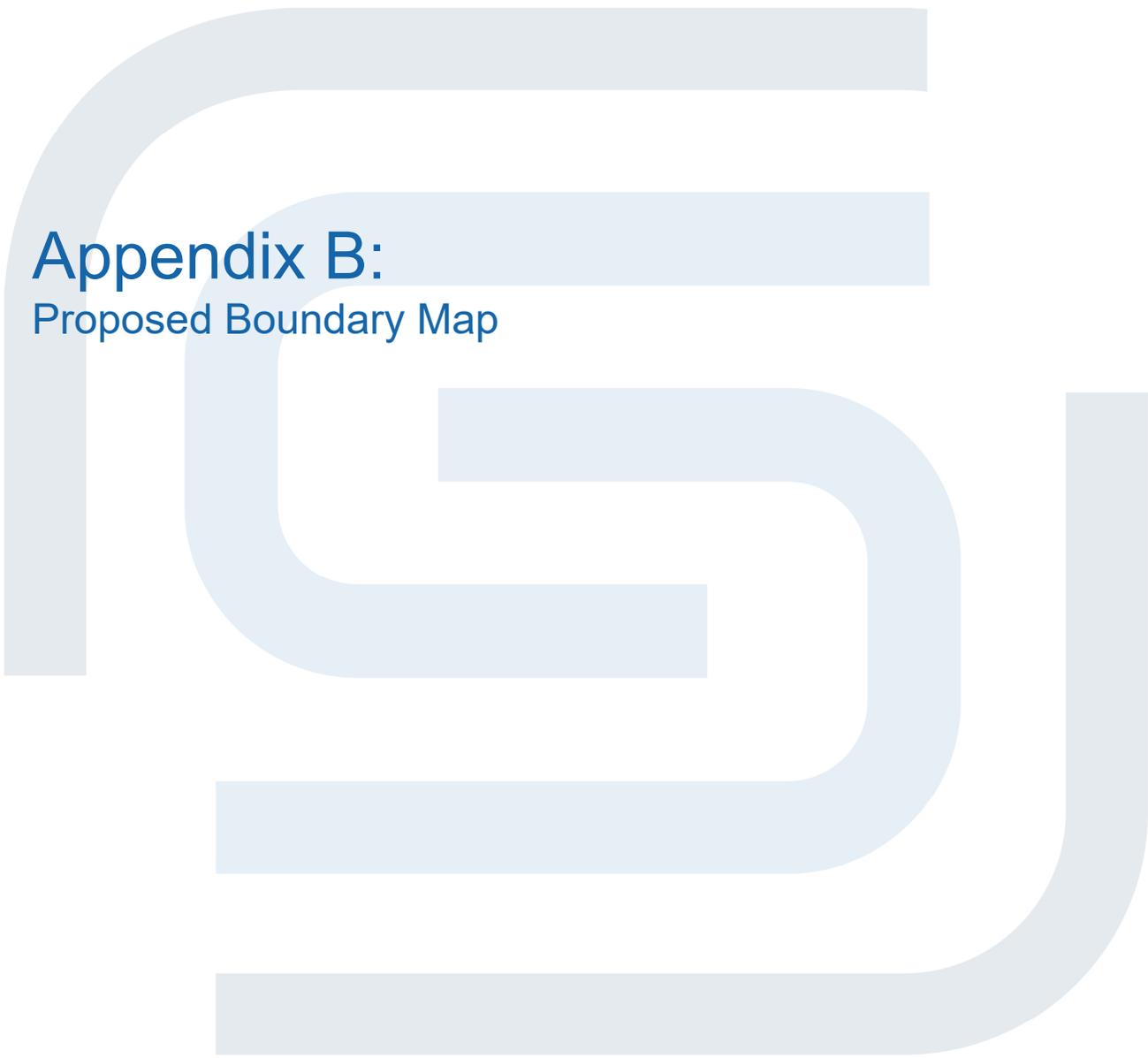
Any taxpayer may file a written appeal of the Special Taxes levied on his/her Assessor's Parcel(s) with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall grant a credit to eliminate or reduce future Special

Taxes on the appellant's Assessor's Parcel(s). No refunds of previously paid Special Taxes shall be made unless approved by the CFD Administrator.

The CFD Administrator shall interpret this Rate and Method of Apportionment and make determinations relative to the annual levy and administration of the Special Taxes and any taxpayer who appeals, as herein specified.

K. INTERPRETATION

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

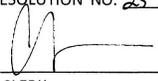


Appendix B:

Proposed Boundary Map

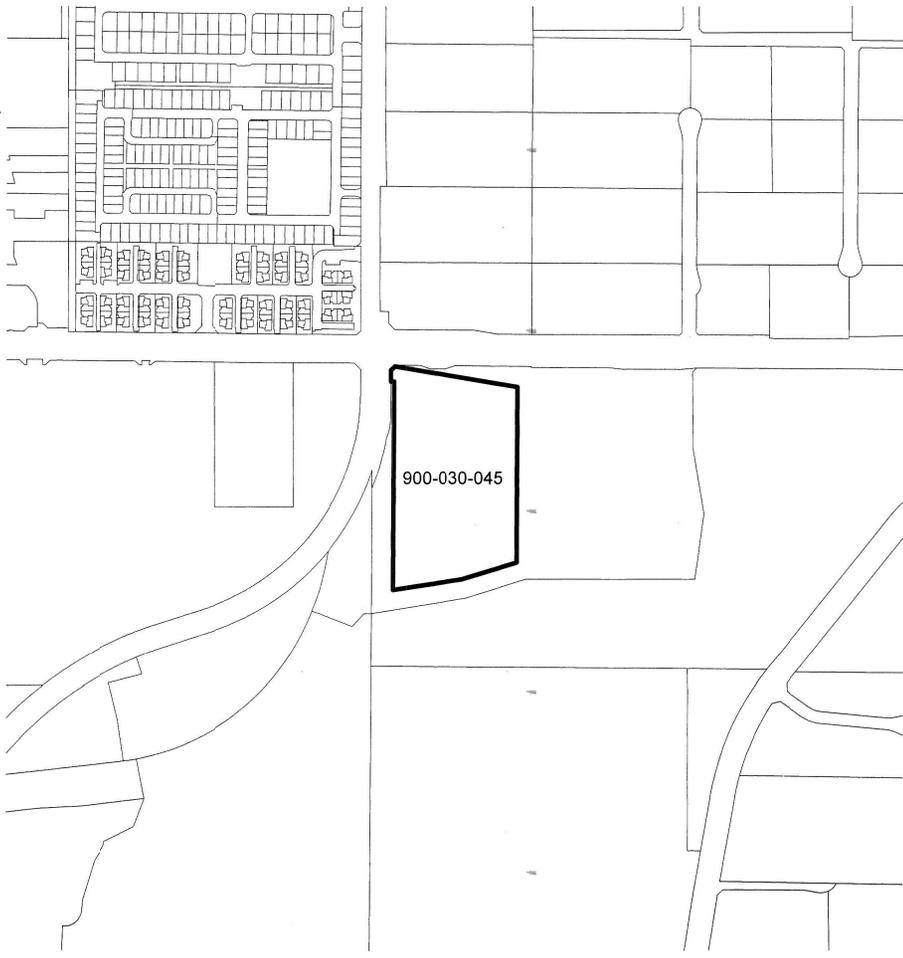
PROPOSED BOUNDARY MAP COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS) OF THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS), OF THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AT A REGULAR MEETING THEREOF, HELD ON 3rd DAY OF JUNE, 2025, BY RESOLUTION NO. 25-4839


CITY CLERK
CITY OF MURRIETA

FILED IN THE OFFICE OF THE CITY CLERK, CITY OF MURRIETA, THIS 4th DAY OF JUNE, 2025.

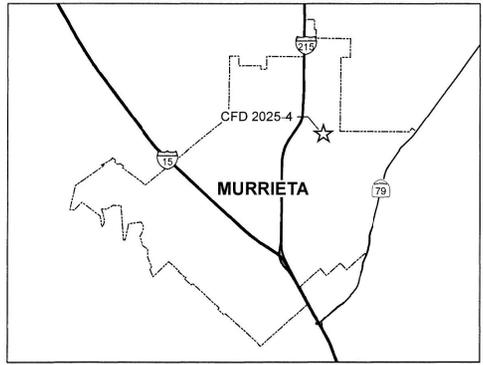

CITY CLERK
CITY OF MURRIETA



RECORDED THIS 10th DAY OF JUNE, 2025 AT THE HOUR OF 3:31 O'CLOCK P.M. IN BOOK 96 PAGE 54 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

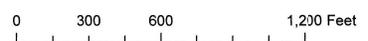
FEE: \$ 9.00 NO.: 2025-0175994
PETER ALDANA, ASSESSOR, COUNTY CLERK, RECORDER

BY: 
DEPUTY

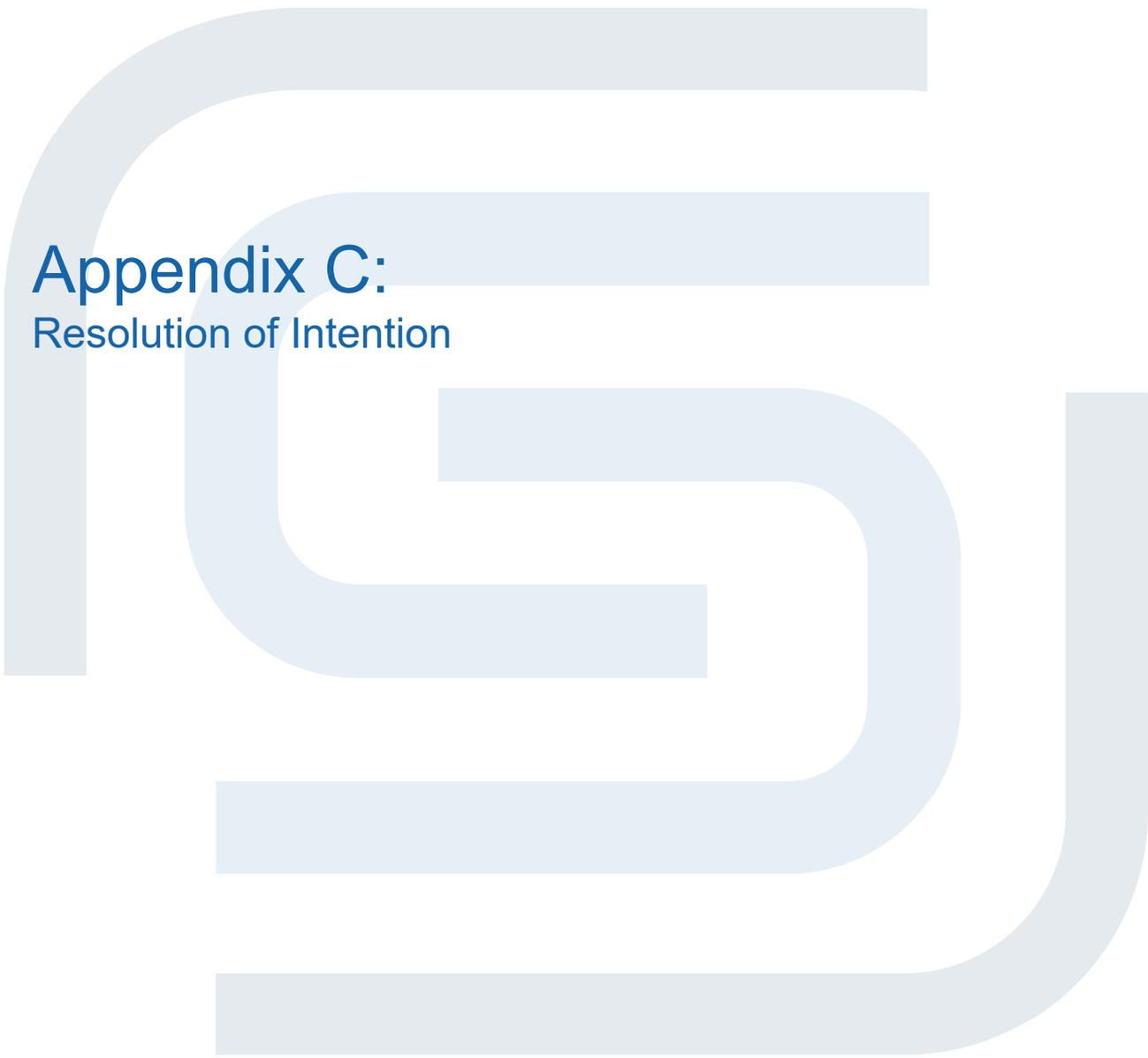


LEGEND

-  CITY BOUNDARY
-  CFD BOUNDARY
-  PARCEL LINE
- XXX-XXX-XXX ASSESSOR PARCEL NUMBER



THIS BOUNDARY MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCEL REFER TO THE COUNTY ASSESSOR MAPS FOR FISCAL YEAR 2024-25.



Appendix C:

Resolution of Intention

RESOLUTION NO. 25-4839

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS) OF THE CITY OF MURRIETA, TO AUTHORIZE THE LEVY OF A SPECIAL TAX TO PAY THE COSTS OF ACQUIRING OR CONSTRUCTING CERTAIN FACILITIES, AND TO PAY DEBT SERVICE ON BONDED INDEBTEDNESS

WHEREAS, the City of Murrieta (the “City”) received a petition signed by the owners of all of the land within the boundaries of the territory which is proposed for inclusion in a proposed community facilities district, which petition meets the requirements of Sections 53318 and 53319 of the Government Code of the State of California; and

WHEREAS, the City Council of the City (the “City Council”) desires to adopt this resolution of intention as provided in Section 53321 of the Government Code of the State of California to establish a community facilities district consisting of the territory described in Attachment “A” hereto and incorporated herein by this reference, which the City Council hereby determines shall be known as “Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta” (“Community Facilities District No. 2025-4” or the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code (the “Act”) to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property described in Attachment “B” hereto and incorporated herein by this reference, including all furnishings, equipment and supplies related thereto (collectively, the “Facilities”), which Facilities have a useful life of five years or longer, and (2) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District (the “Incidental Expenses”); and

WHEREAS, the City Council further intends to approve an estimate of the costs of the Facilities and the Incidental Expenses for Community Facilities District No. 2025-4; and

WHEREAS, it is the intention of the City Council to consider financing the Facilities and the Incidental Expenses through the formation of Community Facilities District No. 2025-4 and the issuance of bonded indebtedness in one or more series in an aggregate maximum principal amount of \$5,000,000 with respect to the Facilities and the Incidental Expenses and the levy of a special tax to pay for the Facilities and the Incidental Expenses (the “Special Tax”) and to pay debt service on the bonded indebtedness, provided that the bond sale and such Special Tax levy are approved at an election to be held within the boundaries of Community Facilities District No. 2025-4;

WHEREAS, the City desires to enter into a reimbursement agreement with Century Communities of California, LLC, a Delaware limited liability company (the “Developer”), the form of which is on file with the City Clerk (the “Reimbursement Agreement”), to provide for

the reimbursement of certain amounts advanced by the Developer in connection with the formation of the District;

WHEREAS, the District and the Developer propose to enter into a joint community facilities agreement (the “JCFA”) with Murrieta Valley Unified School District (the “School District”) relating to certain facilities proposed to be financed by the District and owned and operated by the School District, and the District expects to enter into the JCFA prior to the approval of the issuance of bonds pursuant to the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. A community facilities district is proposed to be established under the terms of the Act. It is further proposed that the boundaries of the community facilities district shall be the legal boundaries as described in Attachment “A” hereto, which boundaries shall, upon recordation of the boundary map for the District, include the entirety of any parcel subject to taxation by the District, and as depicted on the map of the proposed Community Facilities District No. 2025-4 which is on file with the City Clerk. The City Clerk is hereby directed to sign the original map of the District and record it with all proper endorsements thereon with the Assessor-County Clerk-Recorder of the County of Riverside within 15 days after the adoption of this resolution, all as required by Section 3111 of the Streets and Highways Code of the State of California.

Section 3. The name of the proposed community facilities district shall be “Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta.”

Section 4. The Facilities proposed to be provided within Community Facilities District No. 2025-4 are public facilities as defined in the Act, which the City, and the School District, with respect to certain school facilities, are authorized by law to construct, acquire, own and operate. The City Council hereby finds and determines that the description of the Facilities herein is sufficiently informative to allow taxpayers within the proposed District to understand what the funds of the District may be used to finance. The Incidental Expenses expected to be incurred include the cost of planning and designing the Facilities, the costs of forming the District, issuing bonds and levying and collecting the Special Tax within the proposed District. The Facilities may be acquired from one or more of the property owners within the District as completed public improvements or may be constructed from bond or Special Tax proceeds.

All or a portion of the Facilities may be purchased with District funds as completed public facilities pursuant to Section 53314.9 or as discrete portions or phases pursuant to Section 53313.51 of the Act and/or constructed with District funds pursuant to Section 53316.2 of the Act. Any portion of the Facilities may be financed through a lease or lease-purchase arrangement if the District hereafter determines that such arrangement is of benefit to the District.

Section 5. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with the procedures contained in the Act the Special Tax,

secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for: (i) the Facilities and Incidental Expenses; and (ii) the principal and interest and other periodic costs on bonds or other indebtedness issued to finance the Facilities and Incidental Expenses, including the establishment and replenishment of any reserve funds deemed necessary by the District, and any remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash). The rate and method of apportionment and manner of collection of the Special Tax are described in detail in Attachment “C” attached hereto, which Attachment “C” is incorporated herein by this reference. Attachment “C” allows each landowner within the District to estimate the maximum amount of the Special Tax that may be levied against each parcel. In the first year in which such Special Tax is levied, the levy shall include an amount sufficient to repay to the District all amounts, if any, transferred to the District pursuant to Section 53314 of the Act and interest thereon.

If the Special Tax is levied against any parcel used for private residential purposes, (i) the maximum Special Tax rate shall be specified as a dollar amount which shall be calculated and established not later than the date on which the parcel is first subject to the Special Tax because of its use for private residential purposes and shall not be increased over time, except as set forth in Attachment “C” hereto, (ii) such Special Tax shall not be levied after fiscal year 2066-2067, as described in Attachment “C” hereto, and (iii) under no circumstances will the Special Tax levied in any fiscal year against any such parcel used for private residential uses be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the District by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults.

The Special Tax is based on the expected demand that each parcel of real property within proposed Community Facilities District No. 2025-4 will place on the Facilities and on the benefit that each parcel derives from the right to access the Facilities. The City Council hereby determines that the proposed Facilities are necessary to meet the increased demand placed upon the City and the existing infrastructure in the City as a result of the development of the land proposed for inclusion in the District. The City Council hereby determines the rate and method of apportionment of the special tax with respect to the Special Tax set forth in Attachment “C” to be reasonable. The Special Tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not on or based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2025-4 shall become for any reason exempt, wholly or partially, from the levy of the Special Tax specified on Attachment “C,” the City Council shall, on behalf of Community Facilities District No. 2025-4, cause the levy to be increased, subject to the limitation of the maximum Special Tax for a parcel as set forth in Attachment “C,” to the extent necessary upon the remaining property within proposed Community Facilities District No. 2025-4 which is not exempt in order to yield the Special Tax revenues required for the purposes described in this Section 5. The obligation to pay the Special Tax may be prepaid only as set forth in Section G of Attachment “C” hereto.

Section 6. A public hearing (the “Hearing”) on the establishment of the proposed Community Facilities District No. 2025-4, the proposed rate and method of apportionment of the Special Tax and the proposed issuance of bonds to finance the Facilities and the Incidental

Expenses shall be held at 6:00 p.m., or as soon thereafter as practicable, on July 15, 2025, at the City of Murrieta Council Chamber, 1 Town Square, Murrieta, California. Should the City Council determine to form the District, a special election will be held to authorize the issuance of the bonds and the levy of the special tax in accordance with the procedures contained in Government Code Section 53326. If held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the proposed District. Ballots for the special election may be distributed by mail or by personal service.

Section 7. At the time and place set forth above for the Hearing, the City Council will receive testimony as to whether the proposed Community Facilities District No. 2025-4 shall be established and as to the method of apportionment of the special tax and shall consider:

(a) if an ad valorem property tax is currently being levied on property within proposed Community Facilities District No. 2025-4 for the exclusive purpose of paying principal of or interest on bonds, lease payments or other indebtedness incurred to finance construction of capital facilities; and

(b) if the capital facilities to be financed and constructed by Community Facilities District No. 2025-4 will provide the same services as were provided by the capital facilities mentioned in subsection (a); and

(c) if the City Council makes the findings specified in subsections (a) and (b) above, it will consider appropriate action to determine whether the total annual amount of ad valorem property tax revenue due from parcels within Community Facilities District No. 2025-4, for purposes of paying principal and interest on the debt identified in subsection (a) above, shall not be increased after the date on which Community Facilities District No. 2025-4 is established, or after a later date determined by the City Council with the concurrence of the legislative body which levied the property tax in question.

Section 8. At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within proposed Community Facilities District No. 2025-4, may appear and be heard.

Section 9. Each City officer who is or will be responsible for providing the Facilities within proposed Community Facilities District No. 2025-4, if it is established, is hereby directed to study the proposed District and, at or before the time of the above-mentioned Hearing, file a report with the City Council containing a brief description of the public facilities by type which will in his or her opinion be required to meet adequately the needs of Community Facilities District No. 2025-4 and an estimate of the cost of providing those public facilities, including the cost of environmental evaluations of such facilities and an estimate of the fair and reasonable cost of any Incidental Expenses to be incurred.

Section 10. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred in creating Community Facilities

District No. 2025-4. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

Section 11. The City Clerk is hereby directed to publish a notice (the “Notice”) of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of proposed Community Facilities District No. 2025-4. The City Clerk is further directed to mail a copy of the Notice to each of the landowners within the boundaries of the District at least 15 days prior to the Hearing. The Notice shall contain the text or a summary of this Resolution, the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed district and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 12. The reasonably expected aggregate maximum principal amount of the bonded indebtedness to be incurred by the District for the Facilities and Incidental Expenses is Five Million Dollars (\$5,000,000).

Section 13. The form of the Reimbursement Agreement is hereby approved. The Mayor, the City Manager, the Assistant City Manager, or their written designees are hereby authorized and directed to execute and deliver the Reimbursement Agreement in the form on file with the City Clerk with such changes, insertions and omissions as may be approved by the officer or officers executing such agreement, said execution being conclusive evidence of such approval.

Section 14. Except to the extent limited in any bond resolution or trust indenture related to the issuance of bonds, the City Council hereby reserves to itself all rights and powers set forth in Section 53344.1 of the Act (relating to tenders in full or partial payment).

Section 15. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 3rd day of June, 2025.

CITY COUNCIL OF THE CITY OF
MURRIETA

By: _____
Cindy Warren
Mayor of the City of Murrieta

APPROVED AS TO FORM:

Tiffany Israel
City Attorney of the City of Murrieta

ATTEST:

Cristal McDonald
City Clerk of the City of Murrieta

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)ss.
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that the foregoing Resolution No. 25-4839 was duly adopted by the City Council of the City of Murrieta at a regular meeting held on the 3rd day of June, 2025, by the following votes:

AYES:

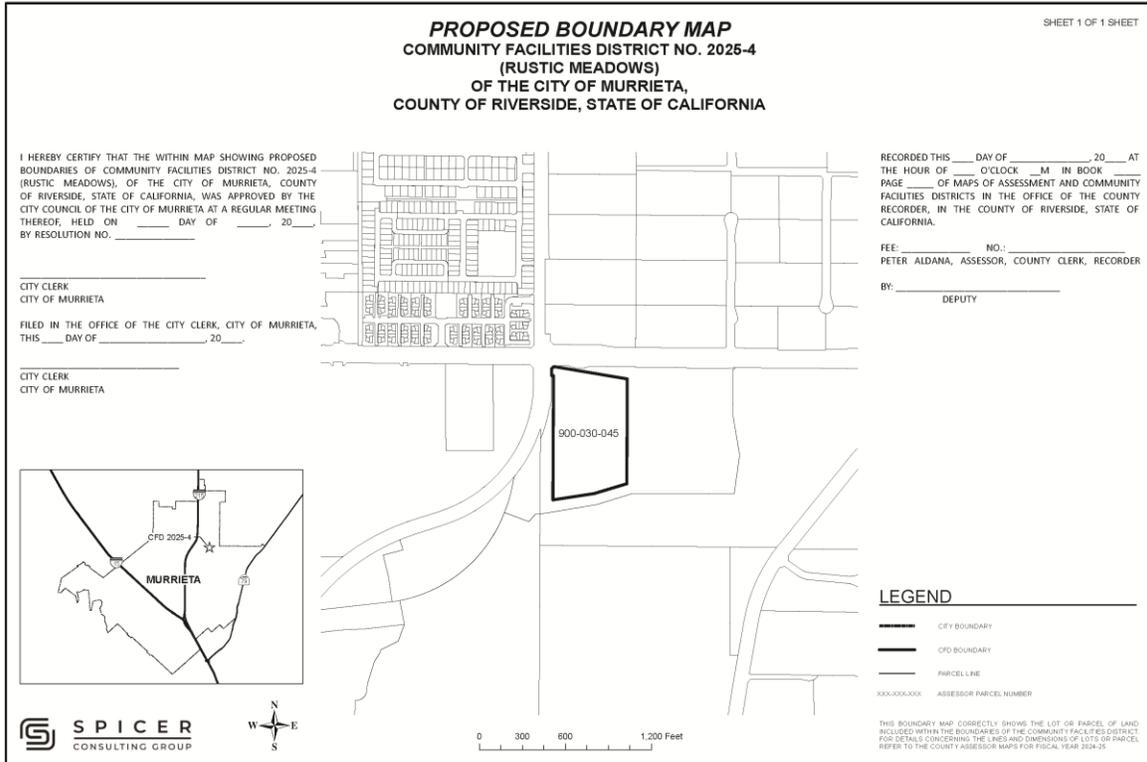
NOES:

ABSENT:

CRISTAL MCDONALD, CITY CLERK

ATTACHMENT A

BOUNDARY MAP



ATTACHMENT B

**Types of Facilities
to Be Financed by
Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta**

The proposed types of public facilities and expenses to be financed by the District include:

The construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) storm drainage, library, park, law enforcement, fire, streets and bridges, traffic, administration and community center facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City’s fee programs with respect to such facilities and authorized to be financed under the Act (the “City Facilities”) and (ii) interim and permanent school facilities of Murrieta Valley Unified School District, including classrooms, multi-purpose facilities, administration and auxiliary space at school facilities, athletic fields, playgrounds and recreational facilities and improvements thereto, landscaping, access roadways, drainage, sidewalks and gutters and utility lines, furniture, equipment and technology, including technology upgrades and mobile devices and infrastructure therefore, with a useful life of at least five (5) years at such school facilities, including such school facilities Murrieta Valley Unified School District which are included in Murrieta Valley Unified School District’s school fee program (the “School Facilities” and together, with the City Facilities, the “Facilities”), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

- a. The cost of engineering, planning and designing the Facilities;
- b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and
- c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

ATTACHMENT C

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS) OF THE CITY OF MURRIETA

A Special Tax (all capitalized terms not otherwise defined herein are defined in Section A, "Definitions", below) shall be applicable to each Assessor's Parcel of Taxable Property located within the boundaries of Community Facilities District No. 2025-4 (Rustic Meadows), of the City of Murrieta ("CFD No. 2025-4"). The amount of Special Tax to be levied in each Fiscal Year on an Assessor's Parcel shall be determined by the City Council of the City of Murrieta, acting in its capacity as the legislative body of CFD No. 2025-4, by applying the appropriate Special Tax for Developed Property, Approved Property, Undeveloped Property, and Provisional Undeveloped Property that is not Exempt Property as set forth below. All of the real property, unless exempted by law or by the provisions hereof in Section F, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Dwelling Unit" means a residential unit of limited size including smaller secondary unit(s) that shares an Assessor's Parcel as a Single Family Residential Property with a stand-alone Residential Unit.

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map or instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2025-4: the costs of computing the Special Taxes and preparing the Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting Special Taxes to the Trustee; the costs of the Trustee (including legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2025-4 or any designee thereof in complying with arbitrage rebate requirements; the costs to the City, CFD No. 2025-4 or any designee thereof in complying with continuing disclosure requirements of the City, CFD No. 2025-4 and any major property owner associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2025-4 or any designee thereof related to an appeal of the Special Tax; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses related to CFD No. 2025-4. Administration

Expenses shall also include amounts estimated by the CFD Administrator or advanced by the City or CFD No. 2025-4 for any other administrative purposes of CFD No. 2025-4, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Approved Property" means all Assessor's Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) that have not been issued a building permit on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means that number assigned to an Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax" means the Special Tax of that name described in Section D below.

"Backup Special Tax" means the Special Tax of that name described in Section D below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which the Special Tax of CFD No. 2025-4 have been pledged.

"Boundary Map" means a recorded map of the CFD which indicates the boundaries of the CFD.

"Building Permit" means the first legal document issued by the City giving official permission for new construction. For purposes of this definition, "Building Permit" may or may not include expired or cancelled building permits, or any subsequent building permit document(s) authorizing new construction on an Assessor's Parcel that are issued or changed by the City after the first original issuance, as determined by the CFD Administrator, provided that following such determination the Maximum Special Tax that may be levied on all Assessor's Parcels of Taxable Property will be at least 1.1 times annual debt service on all outstanding Bonds plus the estimated annual Administrative Expenses.

"Building Square Footage" or **"BSF"** means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the Building Permit for such Assessor's Parcel.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD" or **"CFD No. 2025-4"** means Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta established by the City under the Act.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement, and providing for the levy and collection of the Special Taxes.

“City” means the City of Murrieta, State of California.

“City Council” means the City Council of the City of Murrieta, acting as the legislative body of CFD No. 2025-4.

“Condominium Plan” means a condominium plan pursuant to California Civil Code, Section 6624.

“County” means the County of Riverside, State of California.

“Developed Property” means all Assessor’s Parcels that: (i) are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit for new construction was issued on or before May 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Exempt Property” means all Assessor’s Parcels designated as being exempt from Special Taxes as provided for in Section F.

“Final Map” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a Condominium Plan pursuant to California Civil Code Section 6624 that creates individual lots for which Building Permits may be issued without further subdivision.

“Fiscal Year” means the period commencing on July 1st of any year and ending the following June 30th.

“Indenture” means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Land Use Category” means any of the categories listed in Table 1 of Section D.

“Maximum Special Tax” means for each Assessor’s Parcel, the maximum Special Tax, determined in accordance with Section D below, that can be levied by CFD No. 2025-4 on such Assessor’s Parcel.

“Multi-family Residential Property” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for the purpose of constructing a building or buildings comprised of attached Residential Units available for rental by the general public, not for sale to an end user, and under common management, as determined by the CFD Administrator.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a Building Permit(s) was issued for a non-residential use. The CFD Administrator shall make the determination if an Assessor’s Parcel is Non-Residential Property.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax obligation for an Assessor's Parcel, as described in Section G.2.

"Prepayment Amount" means the amount required to prepay the Special Tax obligation in full for an Assessor's Parcel, as described in Section G.1.

"Proportionately" means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Assessor's Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Assessor's Parcels of Approved Property, and (iii) Undeveloped Property or Provisional Undeveloped Property, that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Assessor's Parcels of Undeveloped Property or Provisional Undeveloped Property, as applicable.

"Provisional Undeveloped Property" means all Assessor's Parcels of Taxable Property that would otherwise be classified as Exempt Property pursuant to the provisions of Section F, but cannot be classified as Exempt Property because to do so would be reduce the Acreage of all Taxable Property below the required minimum Acreage set forth in Section F.

"Rate and Method of Apportionment" or **"RMA"** means this Rate and Method of Apportionment of Special Tax for CFD No. 2025-4.

"Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one or more Residential Units.

"Residential Unit" or **"RU"** means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the CFD Administrator. An Accessory Dwelling Unit that shares an Assessor's Parcel with a Single Family Residential Property shall not be considered a Residential Unit for purposes of this RMA.

"Single Family Residential Property" means all Assessor's Parcels of Residential Property other than Multi-family Residential Property.

"Special Tax" or **"Special Taxes"** means any of the special taxes authorized to be levied within CFD No. 2025-4 pursuant to the Act to fund the Special Tax Requirement.

"Special Tax Requirement " means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to replenish any reserve funds established in association with the Bonds (provided that the same amount was not previously levied), (v) an amount up to any anticipated shortfall due to Special Tax delinquencies and (vi) for the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2025-4 or the payment of debt service on Bonds anticipated to be issued, provided that the inclusion of such amount does not cause an increase in the levy of Special Tax on Approved Property or Undeveloped Property as set forth in Steps Two or Three of Section E., less (vii) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to the Indenture.

"Taxable Property" means all Assessor's Parcels within CFD No. 2025-4, which are not Exempt Property.

"Taxable Unit" means either a Residential Unit or an Acre.

"Trustee" means the trustee, fiscal agent, or paying agent under the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property, Approved Property, or Provisional Undeveloped Property.

B. SPECIAL TAX

Commencing Fiscal Year 2025-2026 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property, up to the applicable Maximum Special Tax, to fund the Special Tax Requirement.

C. ASSIGNMENT TO LAND USE CATEGORY FOR SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2025-2026, each Assessor's Parcel within CFD No. 2025-4 shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Approved Property, Undeveloped Property or Provisional Undeveloped Property.

Assessor's Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property. Each Assessor's Parcel of Residential Property shall further be classified as a Single Family Residential Property or Multi-family Residential Property. Each Assessor's Parcel of Single Family Residential Property shall be further assigned to a Land Use Category based on its Building Square Footage.

In the event that there are Assessor's Parcel(s) for which one or more Building Permits for Residential Units have been issued and the County has not yet assigned final Assessor's Parcel Number(s) to such Assessor's Parcel(s) (in accordance with the Final Map or Condominium Plan), the amount of the Special Tax levy on such Assessor's Parcel for each Fiscal Year shall be determined as follows: (1) the CFD Administrator shall first determine an amount of the Maximum Special Tax for such Assessor's Parcel, based on the classification of such Assessor's Parcel as Undeveloped Property; (2) the amount of the Special Tax for the Residential Units on such Assessor's Parcel for which Building Permits have been issued shall be determined based on the Assigned Special Tax rates for Developed Property and such amount shall be levied as Developed Property in accordance with Step 1 of Section E below; and (3) the amount of the Special Tax on the Taxable Property in such Assessor's Parcel not subject to the Special Tax levy in clause (2) shall be equal to: (A) the percentage of the Maximum Special Tax rate levied on Undeveloped Property pursuant to Step 3 of Section E below, multiplied by the total of the amount determined in clause (1), less (B) the amount determined in clause (2).

D. MAXIMUM SPECIAL TAX

1. Developed Property

The Maximum Special Tax for each Assessor’s Parcel of Single Family Residential Property in any Fiscal Year shall be the greater of (i) the Assigned Special Tax for such Assessor’s Parcel or (ii) the Backup Special Tax.

The Maximum Special Tax for each Assessor’s Parcel of Multi-family Residential Property and Non-Residential Property shall be the applicable Assigned Special Tax described in Table 1 of Section D.

a. Assigned Special Tax

Each Fiscal Year, each Assessor’s Parcel of Single Family Residential Property, Multi-family Residential Property or Non-Residential Property shall be subject to an Assigned Special Tax. The Assigned Special Tax for Fiscal Year 2025-2026 applicable to an Assessor's Parcel of Developed Property shall be determined pursuant to Table 1 below.

**TABLE 1
ASSIGNED SPECIAL TAX FOR DEVELOPED PROPERTY
FISCAL YEAR 2025-2026**

| Land Use Category | Taxable Unit | Building Square Footage | Assigned Special Tax Per Taxable Unit |
|---------------------------------------|---------------------|--------------------------------|--|
| 1. Single Family Residential Property | RU | Less than 1,500 sq. ft | \$1,659.00 |
| 2. Single Family Residential Property | RU | 1,500 sq. ft to 1,700 sq. ft | \$1,808.00 |
| 9. Single Family Residential Property | RU | Greater than 1,700 sq. ft | \$2,108.00 |
| 10. Multi-family Residential Property | Acre | N/A | \$41,763.00 |
| 11. Non-Residential Property | Acre | N/A | \$41,763.00 |

On each July 1, commencing July 1, 2026, the Assigned Special Tax rate for Developed Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

b. Multiple Land Use Categories

In some instances an Assessor’s Parcel of Developed Property may contain more than one Land Use Category. The Maximum Special Tax levied on an Assessor’s Parcel shall be the sum of the Maximum Special Tax for each Taxable Unit for all Land Use Categories located on the Assessor’s Parcel. The CFD Administrator’s allocation to each type of property shall be final.

c. Backup Special Tax

The Backup Special Tax for an Assessor's Parcel within a Final Map classified as Single Family Residential Property shall be \$1,858 per Residential Unit.

Notwithstanding the foregoing, if all or any portion of the applicable Final Maps and/or condominium plan contained within the boundaries of CFD No. 2025-4 is subsequently changed or modified, then the Backup Special Tax for Single Family Residential Property or Approved Property in such Final Map or condominium plan area that is changed or modified shall be recalculated as follows:

1. Determine the total Backup Special Taxes anticipated to apply to the changed or modified Final Map or condominium plan area prior to the change or modification.
2. The result of paragraph 1 above shall be divided by the total number of Residential Units constructed and/or anticipated to be constructed within such changed or modified Final Map or condominium plan area, as reasonably determined by the CFD Administrator.

The result of paragraph 2 is the Backup Special Tax per Residential Unit which shall be applicable to Assessor's Parcels of Single Family Residential Property or Approved Property in such changed or modified Final Map or condominium plan area contained within the boundaries of CFD No. 2025-4.

Notwithstanding the foregoing, the Backup Special Tax for an Assessor's Parcel of Developed Property for which a certificate of occupancy has been granted may not be revised.

On each July 1, commencing July 1, 2026, the Backup Special Tax rate shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

2. Approved Property

The Maximum Special Tax for each Assessor's Parcel of Approved Property expected to be classified as Single Family Residential Property shall be the Backup Special Tax computed pursuant to Section D.1.c above.

The Maximum Special Tax for each Assessor's Parcel of Approved Property not expected to be classified as Single Family Residential Property shall be \$41,763 per Acre.

On each July 1, commencing July 1, 2026, the Maximum Special Tax rate for Approved Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

3. Undeveloped Property and Provisional Undeveloped Property

The Maximum Special Tax for each Assessor's Parcel of Undeveloped Property and Provisional Undeveloped Property shall be \$41,763 per Acre.

On each July 1, commencing July 1, 2026, the Maximum Special Tax rate for Undeveloped Property and Provisional Undeveloped Property shall be increased by two percent (2.00%) of the amount in effect in the prior Fiscal Year.

E. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing Fiscal Year 2025-2026 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes on all Taxable Property in accordance with the following steps:

Step One: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax rates in Table 1 to satisfy the Special Tax Requirement.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Approved Property at up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax levy on each Assessor's Parcel of Developed Property for which the Maximum Special Tax is the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to 100% of the Backup Special Tax as needed to satisfy the Special Tax Requirement.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement after the first four steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Undeveloped Property up to 100% of the Maximum Special Tax applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement.

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Assessor's Parcel of Residential Property as a result of a delinquency in the payment of the Special Tax applicable to any other Assessor's Parcel be increased by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

F. EXEMPTIONS

The City shall classify Assessor's Parcels as Exempt Property, in the following order of priority, (i) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by the State of California, Federal or other local governments, including school

districts, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels which are owned by, irrevocably offered for dedication, encumbered by or restricted in use by a homeowners' association, (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, (v) Assessor's Parcels which are privately owned and are encumbered by or restricted solely for public uses or (vi) Assessor's Parcels restricted to other types of public uses determined by the City Council, provided that no such classification would reduce the total Acreage of all Taxable Property to less than 7.56 Acres.

Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property if such classification would reduce the total Acreage of all Taxable Property to less than 7.56 Acres. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property to less than 7.56 Acres will be classified as Provisional Undeveloped Property, and will be subject to the Special Tax pursuant to Step Five in Section E.

G. PREPAYMENT OF SPECIAL TAX

The following additional definitions apply to this Section G:

“CFD Facilities” means \$4,000,000 expressed in 2025 dollars, which shall increase by the Construction Inflation Index on July 1, 2026, and on each July 1 thereafter, or such lower amount (i) determined by the City Council as sufficient to provide the facilities under the authorized bonding program for CFD No. 2025-4, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to finance additional facilities to be supported by Special Tax levied under this Rate and Method of Apportionment.

“Construction Fund” means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are available for expenditure to acquire or construct facilities eligible to be financed by CFD No. 2025-4.

“Construction Inflation Index” means the greater of (i) 2% and (ii) the annual percentage change in the Engineering News-Record Building Cost Index for the city of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

“Future Facilities Costs” means the CFD Facilities minus (i) amounts deposited in the Construction Fund, (ii) amounts deposited in any escrow accounts funded by the Outstanding Bonds and anticipated to fund public facilities costs, and (iii) public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment, but in no event shall such amount be less than zero.

“Outstanding Bonds” means all previously issued Bonds issued and secured by the levy of Special Tax which will remain outstanding after the first interest and/or principal payment date

following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Tax.

1. Prepayment in Full

The Special Tax obligation may be prepaid and permanently satisfied for (i) Assessor's Parcels of Developed Property, (ii) Assessor's Parcels of Approved Property or Undeveloped Property for which a Building Permit has been issued, (iii) Assessor's Parcels of Approved Property or Undeveloped Property for which a Building Permit has not been issued and (iv) Assessor's Parcels of Provisional Undeveloped Property. The Special Tax obligation applicable to an Assessor's Parcel may be fully prepaid and the obligation to pay the Special Tax for such Assessor's Parcel permanently satisfied as described herein; provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation for such Assessor's Parcel shall provide the CFD Administrator with written notice of intent to prepay, and within 5 business days of receipt of such notice, the CFD Administrator shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the Prepayment Amount (as defined below) for the Assessor's Parcel. Within 15 days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the Prepayment Amount for the Assessor's Parcel. Prepayment must be made not less than 60 days prior to the redemption date for any Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount shall be calculated as follows (some capitalized terms are defined below):

| | |
|---------|----------------------------------|
| | Bond Redemption Amount |
| plus | Redemption Premium |
| plus | Future Facilities Amount |
| plus | Defeasance Amount |
| plus | Administrative Fees and Expenses |
| less | Reserve Fund Credit |
| Equals: | Prepayment Amount |

The Prepayment Amount shall be determined as of the proposed prepayment date as follows:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. For an Assessor's Parcel of Developed Property, compute the Maximum Special Tax for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax for the Assessor's Parcel as though it was already designated as Developed Property, based upon the Building Permit which has been issued for the Assessor's Parcel. For an Assessor's Parcel of Approved Property or Undeveloped Property for which a Building Permit has not been issued, or Provisional Undeveloped Property, compute the Maximum Special Tax for the Assessor's Parcel.

3. Divide the Maximum Special Tax derived pursuant to paragraph 2 by the total amount of Maximum Special Taxes that could be levied assuming build out of all Assessor's Parcels of Taxable Property based on the applicable Maximum Special Tax for Assessor's Parcels of Developed Property not including any Assessor's Parcels for which the Special Tax obligation has been previously prepaid.
4. Multiply the quotient derived pursuant to paragraph 3 by the principal amount of the Outstanding Bonds to determine the amount of Outstanding Bonds to be redeemed with the Prepayment Amount (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
6. Determine the Future Facilities Costs.
7. Multiply the quotient derived pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to determine the amount of Future Facilities Costs for the Assessor's Parcel (the "Future Facilities Amount").
8. Determine the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds on which Bonds can be redeemed from Special Tax prepayments.
9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.
10. Determine the amount the CFD Administrator reasonably expects to derive from the investment of the Bond Redemption Amount and the Redemption Premium from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the Prepayment Amount.
11. Add the amounts derived pursuant to paragraphs 8 and 9 and subtract the amount derived pursuant to paragraph 10 (the "Defeasance Amount").
12. Verify the administrative fees and expenses of the CFD, the cost to invest the Prepayment Amount, the cost of redeeming the Outstanding Bonds, and the cost of recording notices to evidence the prepayment of the Special Tax obligation for the Assessor's Parcel and the redemption of Outstanding Bonds (the "Administrative Fees and Expenses").
13. The reserve fund credit (the "Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.

14. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance Amount and the Administrative Fees and Expenses, less the Reserve Fund Credit.

15. From the Prepayment Amount, the Bond Redemption Amount, the Redemption Premium, and Defeasance Amount shall be deposited into the appropriate fund as established under the Indenture and be used to redeem Outstanding Bonds or make debt service payments. The Future Facilities Amount shall be deposited into the Construction Fund. The Administrative Fees and Expenses shall be retained by the CFD.

The Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such event, the increment above \$5,000 or an integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next redemption from other Special Tax prepayments of Outstanding Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined pursuant to paragraph 9 above, the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for the Assessor's Parcel from the County tax roll. With respect to any Assessor's Parcel for which the Special Tax obligation is prepaid, the City Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Tax obligation and the release of the Special Tax lien for the Assessor's Parcel, and the obligation to pay the Special Tax for such Assessor's Parcel shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless for each fiscal year the amount of Maximum Special Tax that may be levied on all Assessor's Parcels of Taxable Property after the proposed prepayment will be at least 1.1 times debt service on the Bonds that will remain outstanding for such Fiscal Year after the prepayment plus the estimated annual Administrative Expenses.

Tenders of Bonds in prepayment of the Special Tax obligation may be accepted upon the terms and conditions established by the City Council pursuant to the Act. However, the use of Bond tenders shall only be allowed on a case-by-case basis as specifically approved by the City Council.

2. Prepayment in Part

The Special Tax obligation for an Assessor's Parcel of Developed Property, Approved Property, Undeveloped Property, or Provisional Undeveloped Property may be partially prepaid. For purposes of determining the Partial Prepayment Amount, the provisions of Section G.1 shall be modified as provided by the following formula:

$$PP = ((P_E - A) \times F) + A$$

These terms have the following meaning:

PP = Partial Prepayment Amount

P_E = the Prepayment Amount calculated according to Section G.1

F = the percent by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax obligation
A = the Administrative Fees and Expenses determined pursuant to Section G.1

The owner of an Assessor's Parcel who desires to partially prepay the Special Tax obligation for the Assessor's Parcel shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Special Tax obligation, (ii) the percentage of the Special Tax obligation such owner wishes to prepay, and (iii) the company or agency that will be acting as the escrow agent, if any. Within 5 days of receipt of such notice, the CFD Administrator shall notify such property owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by the CFD in calculating the Partial Prepayment Amount. Within 15 business days of receipt of such non-refundable deposit, the CFD Administrator shall notify such owner of the amount of the Partial Prepayment Amount for the Assessor's Parcel. A Partial Prepayment Amount must be made not less than 60 days prior to the redemption date for the Outstanding Bonds to be redeemed with the proceeds of the Partial Prepayment Amount.

With respect to any Assessor's Parcel for which the Special Tax obligation is partially prepaid, the CFD Administrator shall (i) distribute the Partial Prepayment Amount as provided in Paragraph 15 of Section G.1, and (ii) indicate in the records of the CFD that there has been a partial prepayment for the Assessor's Parcel and that a portion of the Special Tax obligation equal to the remaining percentage (1.00 - F) of the applicable Special Tax will continue to be levied on the Assessor's Parcel pursuant to Section E.

H. TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax shall be levied on all Assessor's Parcels subject to the Special Tax pursuant to Section E. The Special Tax shall cease not later than the 2066-2067 Fiscal Year, however, Special Taxes will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined (i) that all the required interest and principal payments on the CFD No. 2025-4 Bonds have been paid; (ii) all authorized facilities of CFD No. 2025-4 have been acquired and all reimbursements to the developer have been paid, (iii) no delinquent Special Taxes remain uncollected and (iv) all other obligations of CFD No. 2025-4 have been satisfied.

I. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2025-4 may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

J. APPEALS OF SPECIAL TAXES

Any taxpayer may file a written appeal of the Special Taxes levied on his/her Assessor's Parcel(s) with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must

specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall grant a credit to eliminate or reduce future Special Taxes on the appellant's Assessor's Parcel(s). No refunds of previously paid Special Taxes shall be made unless approved by the CFD Administrator.

The CFD Administrator shall interpret this Rate and Method of Apportionment and make determinations relative to the annual levy and administration of the Special Taxes and any taxpayer who appeals, as herein specified.

K. INTERPRETATION

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.



S P I C E R

CONSULTING GROUP

RESOLUTION NO. 25-4876

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS) OF THE CITY OF MURRIETA, AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN, CALLING AN ELECTION AND APPROVING AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

WHEREAS, the City Council (the “City Council”) of the City of Murrieta (the “City”) has heretofore adopted Resolution No. 25-4839 stating its intention to form Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta (“Community Facilities District No. 2025-4” or the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”); and

WHEREAS, a copy of Resolution No. 25-4839 setting forth a description of the proposed boundaries of Community Facilities District No. 2025-4, the facilities and incidental expenses to be financed by the District and the rate and method of apportionment of the special tax proposed to be levied within the District is on file with the City Clerk; and

WHEREAS, notice was published and mailed to all landowners of the land proposed to be included within the District as required by law relative to the intention of this City Council to form proposed Community Facilities District No. 2025-4 and to levy a special tax (the “Special Tax”) and to incur bonded indebtedness in one or more series in the maximum aggregate principal amount of \$5,000,000 therein to finance the facilities and incidental expenses described in Resolution No. 25-4839; and

WHEREAS, on July 15, 2025, this City Council conducted a noticed public hearing as required by law relative to the proposed formation of Community Facilities District No. 2025-4, the levy of the Special Tax therein and the issuance of bonded indebtedness by the District; and

WHEREAS, at the July 15, 2025, public hearing there was filed with this City Council a report containing a description of the facilities necessary to meet the needs of the District and an estimate of the cost of such facilities as required by Section 53321.5 of the Act (the “Engineer’s Report”); and

WHEREAS, at the July 15, 2025, public hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2025-4, the levy of the Special Tax and the issuance of bonded indebtedness were heard and full and fair hearings were held; and

WHEREAS, following the public hearing, this City Council has determined to authorize the formation of the District to finance the types of facilities (the “Facilities”) and the incidental expenses (the “Incidental Expenses”) set forth in Exhibit A hereto, which are described in more detail in the Engineer’s Report; and

WHEREAS, at the public hearing evidence was presented to this City Council on the matters before it, and the proposed Special Tax to be levied within the District was not precluded by a majority protest of the type described in Section 53324 of the Act, and this City Council at the conclusion of the hearing was fully advised as to all matters relating to the formation of the District, the levy of the Special Tax and the issuance of bonded indebtedness therein; and

WHEREAS, this City Council has determined, based on a Certificate of Registrar of Voters of the County of Riverside on file in the office of the City Clerk, that no registered voters have been residing in the proposed boundaries of Community Facilities District No. 2025-4 for each of the 90 days prior to July 15, 2025 and that the qualified electors in Community Facilities District No. 2025-4 are the landowners within the District; and

WHEREAS, on the basis of all of the foregoing, this City Council has determined to proceed with the establishment of Community Facilities District No. 2025-4 and to call an election therein to authorize (i) the levy of Special Tax pursuant to the rate and method of apportionment of the special tax, as set forth in Attachment C to Resolution No. 25-4839 (the “Rate and Method”), (ii) the issuance of bonds to finance the Facilities and Incidental Expenses, and (iii) the establishment of an appropriations limit for Community Facilities District No. 2025-4; and

WHEREAS, in order to facilitate the funding of the Facilities, the legislative body of the District desires to enter into an Acquisition, Construction and Funding Agreement (the “Acquisition Agreement”) with Century Communities of California, LLC, a Delaware limited liability company (the “Developer”) and the form of the Acquisition Agreement is on file with the City Clerk; and

WHEREAS, in connection with the proposed formation of the District, the City proposes to enter into a Joint Community Facilities Agreement (the “School District JCFA”) with the Murrieta Valley Unified School District (the “School District”) and the Developer, relating to certain facilities proposed to be financed by the District and owned and operated by the School District and the form of the School District JCFA is on file with the City Clerk;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AS FOLLOWS:

Section 1. The above recitals is true and correct.

Section 2. A community facilities district to be designated “Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta” is hereby established pursuant to the Act. The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1(b) of the Act.

Section 3. The boundaries of Community Facilities District No. 2025-4 are established as shown on the map designated “Proposed Boundary Map Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta, County of Riverside, State of California”, which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County Book of Maps of Assessment and Community Facilities Districts in the Assessor-County Clerk-Recorder’s office of the County of Riverside in Book No. 96 Page No. 54 on June 10, 2025 as Instrument No. 2025-0175994.

Section 4. The types of Facilities and Incidental Expenses authorized to be provided for Community Facilities District No. 2025-4 are those set forth in Exhibit A attached hereto. The estimated cost of the Facilities and Incidental Expenses to be financed is set forth in the Engineer’s Report, which estimates may change as the Facilities are designed and bid for construction and acquisition, as applicable.

The City is authorized by the Act to contribute revenue to, or to construct or acquire the Facilities, all in accordance with the Act. The City Council finds and determines that the proposed Facilities are necessary to meet the increased demand that will be placed upon local agencies and public infrastructure as a result of new development within the District and that the Facilities to be financed, including those to be financed pursuant to the School District JCFA to be entered into with the School District, benefit residents of the City and the future residents of the District.

Section 5. Except where funds are otherwise available, it is the intention of this City Council, subject to the approval of the eligible voters of the District, to levy annually a Special Tax at the rates set forth in the Rate and Method on all non-exempt property within the District sufficient to pay for (i) the Facilities, (ii) the principal and interest and other periodic costs on the bonds proposed to be issued to finance the Facilities and Incidental Expenses, including the establishment and replenishment of reserve funds, any remarketing, credit enhancement and liquidity facility fees and other expenses of the type permitted by Section 53345.3 of the Act; and (iii) the Incidental Expenses. The District expects to incur, and in certain cases has already incurred, Incidental Expenses in connection with the creation of the District, the issuance of bonds, the levying and collecting of the Special Tax, the completion and inspection of the Facilities and the annual administration of the bonds and the District. The Rate and Method is described in detail in Attachment C to Resolution No. 25-4839 and incorporated herein by this reference, and the City Council hereby finds that the Rate and Method contains sufficient detail to allow each landowner within the District to estimate the maximum amount that may be levied against each parcel. As described in greater detail in the Engineer’s Report, which is incorporated by reference herein, the Special Tax is based on the expected demand that each parcel of real property within Community Facilities District No. 2025-4 will place on the Facilities and on the benefit that each parcel will derive from the right to access the Facilities and, accordingly, is hereby determined to be reasonable. The Special Tax shall be levied on each assessor’s parcel in accordance with the Rate and Method provided, however, that the Special Tax shall not be levied after Fiscal Year 2066-67. The Special Tax is apportioned to each parcel on the foregoing bases pursuant to Section 53325.3 of the Act and such Special Tax is not on or based upon the ownership of real property or the assessed value of real property.

If Special Taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum Special Tax rate shall be specified as a dollar amount which shall be calculated and established not later than the date on which the parcel is first subject to the Special Tax because of its use for private residential purposes and shall not be increased over time except as authorized under the Rate and Method, (ii) the Special Tax shall not be levied after Fiscal Year 2066-67, and (iii) under no circumstances will the Special Tax levied against any such parcel used for private residential uses be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the District by more than ten percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults.

The City Manager of the City of Murrieta, will be responsible for preparing annually, or authorizing a designee to prepare, a current roll of special tax levy obligations by assessor's parcel number and will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act.

Section 6. In the event that a portion of the property within Community Facilities District No. 2025-4 shall become for any reason exempt, wholly or partially, from the levy of the Special Tax specified in the Rate and Method, or in the event of delinquencies in the payment of Special Taxes levied, the City Council shall, on behalf of Community Facilities District No. 2025-4, increase the levy to the extent necessary and permitted by law and these proceedings (including the maximum special tax set forth in the Rate and Method) upon the remaining property within Community Facilities District No. 2025-4 which is not exempt or delinquent in order to yield the required debt service payments on any outstanding bonds of the District, or to prevent the District from defaulting on any of its other obligations or liabilities; provided, however, under no circumstances will the Special Tax levied against any parcel used for private residential uses be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the District by more than ten percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. The amount of the Special Tax will be set in accordance with the Rate and Method. The obligation to pay Special Taxes may be prepaid only as set forth in Section G of the Rate and Method.

Section 7. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all non-exempt real property in the District and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the District ceases.

Section 8. Consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within Community Facilities District No. 2025-4, if any, devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land within Community Facilities District No. 2025-4 and will be benefited by the Facilities proposed to be provided within Community Facilities District No. 2025-4.

Section 9. It is hereby further determined that there is no *ad valorem* property tax currently being levied on property within proposed Community Facilities District No. 2025-4 for the exclusive purpose of paying the principal of or interest on bonds or other indebtedness incurred to finance the construction of capital facilities which provide the same services to the territory of Community Facilities District No. 2025-4 as are proposed to be provided by the Facilities to be financed by Community Facilities District No. 2025-4.

Section 10. Written protests against the establishment of the District have not been filed by one-half or more of the registered voters within the boundaries of the District or by the property owners of one-half (1/2) or more of the area of land within the District. The City Council hereby finds that the proposed Special Tax has not been precluded by a majority protest pursuant to Section 53324 of the Act.

Section 11. An election is hereby called for Community Facilities District No. 2025-4 on the propositions of levying the Special Tax on the property within Community Facilities District No. 2025-4 and establishing an appropriations limit for the District pursuant to Section 53325.7 of the Act and shall be consolidated with the election on the proposition of incurring bonded indebtedness, pursuant to Sections 53351 and 53353.5 of the Act. The language of the propositions to be placed on the ballot is attached hereto as Exhibit B.

Section 12. The date of the election for Community Facilities District No. 2025-4 on the propositions of incurring the bonded indebtedness, authorizing the levy of the Special Tax and establishing an appropriations limit for the District shall be July 15, 2025, or such later date as is consented to by the City Clerk or Deputy City Clerk (referred to herein as the “City Clerk”) of the City of Murrieta; provided that, if the election is to take place sooner than 90 days after July 15, 2025, then the unanimous written consent of each qualified elector within the District to such election date must be obtained. The polls shall be open for said election immediately following the close of the public hearing on July 15, 2025. The election shall be conducted by the City Clerk. Except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City of Murrieta insofar as such provisions are determined by the City Clerk to be applicable. The City Clerk is authorized to conduct the election following the adoption of this resolution, and all ballots shall be received by, and the City Clerk shall close the election by, 11:00 p.m. on the election day; provided the election shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. Pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed in person, or by mail with return postage prepaid, to the qualified electors within Community Facilities District No. 2025-4. The City Clerk has secured a certificate from the Registrar of Voters of the County of Riverside certifying that there were no registered voters within the District. Accordingly, since there were fewer than 12 registered voters within the District for each of the 90 days preceding July 15, 2025, the qualified electors shall be the landowners within the District and each landowner, or the authorized representative thereof, shall have one vote for each acre or portion thereof that such landowner owns within Community Facilities District No. 2025-4, as provided in Section 53326 of the Act. Each landowner within the District has executed and delivered a waiver of certain election law requirements and consenting to the holding of the election on July 15, 2025, which waiver is on file with the City Clerk.

Section 13. The preparation of the Engineer's Report is hereby ratified. The Engineer's Report, as submitted, is hereby approved and was made a part of the record of the public hearing regarding the formation of Community Facilities District No. 2025-4. The Engineer's Report is ordered to be kept on file with the transcript of these proceedings and open for public inspection.

Section 14. The District may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred in creating Community Facilities District No. 2025-4. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

Section 15. The form of the Acquisition Agreement on file with the City Clerk is approved as to form, and each of the Mayor, the City Manager, the Assistant City Manager, or their written designees, are authorized to execute the Acquisition Agreement in substantially the form on file with the City Clerk, together with such changes as are approved by the officer executing the same, with the approval of such changes to be conclusively evidenced by the execution and delivery thereof.

Section 16. The form of the School District JCFA on file with the City Clerk is approved as to form, and each of each of the Mayor, the City Manager, the Assistant City Manager, or their written designees, are authorized to execute the School District JCFA in substantially the form on file with the City Clerk, together with such changes as are approved by the officer executing the same, with the approval of such changes to be conclusively evidenced by the execution and delivery thereof.

Section 17. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 15th day of July, 2025.

CITY COUNCIL OF THE CITY OF
MURRIETA

By: _____
Cindy Warren
Mayor of the City of Murrieta

ATTEST:

Cristal McDonald
City Clerk of the City of Murrieta

APPROVED AS TO FORM:

Tiffany Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4876 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 15th day of July, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk

EXHIBIT A

**TYPES OF FACILITIES TO BE FINANCED BY
COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS)
OF THE CITY OF MURRIETA**

The proposed types of public facilities and expenses to be financed by the District include:

The construction, purchase, modification, expansion, rehabilitation and/or improvement of (i) storm drainage, library, park, law enforcement, fire, streets and bridges, traffic, administration and community center facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City’s fee programs with respect to such facilities and authorized to be financed under the Act (the “City Facilities”) and (ii) interim and permanent school facilities of Murrieta Valley Unified School District, including classrooms, multi-purpose facilities, administration and auxiliary space at school facilities, athletic fields, playgrounds and recreational facilities and improvements thereto, landscaping, access roadways, drainage, sidewalks and gutters and utility lines, furniture, equipment and technology, including technology upgrades and mobile devices and infrastructure therefore, with a useful life of at least five (5) years at such school facilities, including such school facilities Murrieta Valley Unified School District which are included in Murrieta Valley Unified School District’s school fee program (the “School Facilities” and together, with the City Facilities, the “Facilities”), and all appurtenances and appurtenant work in connection with the foregoing Facilities, including the cost of engineering, planning, designing, materials testing, coordination, construction staking, construction management and supervision for such Facilities, and to finance the incidental expenses to be incurred, including:

- a. The cost of engineering, planning and designing the Facilities;
- b. All costs, including costs of the property owner petitioning to form the District, associated with the creation of the District, the issuance of the bonds, the determination of the amount of special taxes to be levied and costs otherwise incurred in order to carry out the authorized purposes of the District; and
- c. Any other expenses incidental to the construction, acquisition, modification, rehabilitation, completion and inspection of the Facilities.

Capitalized terms used and not defined herein shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes for the District.

EXHIBIT B

BALLOT PROPOSITIONS

**COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS)
OF THE CITY OF MURRIETA**

SPECIAL TAX AND SPECIAL BOND ELECTION

July 15, 2025

PROPOSITION A: Shall Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta (the "District") incur an indebtedness and issue bonds in one or more series in the maximum aggregate principal amount of \$5,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 25-4839 of the City Council of the City of Murrieta?

YES _____

NO _____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 25-4839 of the City Council of the City of Murrieta be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 25-4839, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?

YES _____

NO _____

PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to \$5,000,000?

YES _____

NO _____

RESOLUTION NO. 25-4877

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS) OF THE CITY OF MURRIETA DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS IN AN AMOUNT NOT TO EXCEED \$5,000,000 WITHIN COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS) OF THE CITY OF MURRIETA AND CALLING AN ELECTION THEREIN

WHEREAS, on June 3, 2025, the City Council of the City of Murrieta (the “City Council”) adopted Resolution No. 25-4839 stating its intention to form Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta (“Community Facilities District No. 2025-4” or the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”); and

WHEREAS, on June 3, 2025, the City Council also adopted Resolution No. 25-4840 stating its intention to incur bonded indebtedness in the maximum aggregate principal amount of \$5,000,000 within proposed Community Facilities District No. 2025-4 to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of public facilities identified in Exhibit B to Resolution No. 25-4839, and (2) the incidental expenses to be incurred in financing such public facilities and services and forming and administering the District, as identified in Exhibit B to Resolution No. 25-4839; and

WHEREAS, notice was published as required by law relative to the intention of the City Council to form proposed Community Facilities District No. 2025-4 and to incur bonded indebtedness in the maximum aggregate principal amount of \$5,000,000 within the boundaries of proposed Community Facilities District No. 2025-4; and

WHEREAS, on July 15, 2025, this City Council conducted a noticed public hearing to determine whether it should proceed with the formation of Community Facilities District No. 2025-4, issue bonds to pay for the facilities and incidental expenses described in Resolution No. 25-4839 and authorize the rate and method of apportionment of a special tax to be levied within Community Facilities District No. 2025-4 for the purposes described in Resolution No. 25-4839; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the formation of Community Facilities District No. 2025-4, the levy of a special tax and the issuance of bonds to pay for the cost of the proposed facilities and incidental expenses were heard and a full and fair hearing was held; and

WHEREAS, the City Council subsequent to such hearing adopted Resolution No. 25-4876 establishing Community Facilities District No. 2025-4 (the “Resolution of Formation”) and authorizing the financing of the public facilities (the “Facilities”) and the incidental expenses (the “Incidental Expenses”) described in Exhibit A thereto; and

WHEREAS, the City Council desires to make the necessary findings to incur bonded indebtedness within the District, to declare the purpose for said debt, and to authorize the submittal of a proposition to issue bonded indebtedness to the voters of the District, being the landowners within the proposed District, all as authorized and required by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AS FOLLOWS:

Section 1. It is necessary to incur bonded indebtedness in one or more series in a maximum aggregate principal amount of \$5,000,000 within Community Facilities District No. 2025-4.

Section 2. The indebtedness is to be incurred for the purpose of financing the costs of purchasing, constructing, modifying, expanding, improving, or rehabilitating the Facilities and financing the Incidental Expenses, as described in the Resolution of Formation, and carrying out the powers and purposes of Community Facilities District No. 2025-4, including, but not limited to, financing the costs of selling the bonds, establishing and replenishing bond reserve funds and paying remarketing, credit enhancement and liquidity facility fees and other expenses of the type authorized by Section 53345.3 of the Act.

Section 3. The whole of the property within Community Facilities District No. 2025-4, other than property exempted from the special tax pursuant to the provisions of the rate and method of apportionment attached to Resolution No. 25-4839 as Exhibit C, shall pay for the bonded indebtedness pursuant to the levy of the special tax authorized by the Resolution of Formation.

Section 4. The maximum term of the bonds to be issued shall in no event exceed 35 years or such longer term as is then permitted by law.

Section 5. The bonds shall bear interest at the rate or rates not to exceed the maximum interest rate permitted by law, payable annually or semiannually, or in part annually and in part semiannually, except the first interest payment may be for a period of less than six months, with the actual rate or rates and times of payment to be determined at the time or times of sale thereof.

Section 6. The bonds may bear a variable or fixed interest rate, provided that such variable rate or fixed rate shall not exceed the maximum rate permitted by Section 53531 of the Act, or any other applicable provision of law limiting the maximum interest rate on the bonds.

Section 7. Pursuant to Section 53351 of the Act, a special election is hereby called for Community Facilities District No. 2025-4 on the proposition of incurring the bonded indebtedness. The proposition relative to incurring bonded indebtedness in the maximum aggregate principal amount of \$5,000,000 shall be in the form of Proposition A set forth in Exhibit A hereto. In accordance with Sections 53351(h) and 53353.5 of the Act, the election shall be consolidated with the special election called on the proposition of levying a special tax within the District as described in the Resolution of Formation, which proposition shall be in the form of Proposition B set forth in Exhibit A, and on the proposition of establishing an appropriations limit for the District, which proposition shall be in the form of Proposition C set forth in Exhibit A.

Section 8. The date of the special election for Community Facilities District No. 2025-4 on the propositions of incurring the bonded indebtedness, authorizing the levy of the special tax and setting an appropriations limit shall be July 15, 2025, or such later date as is consented to by the City Clerk, or a Deputy City Clerk of the City (referred to herein as the “City Clerk”); provided that, if the election is to take place sooner than 90 days after July 15, 2025, then the unanimous written consent of each qualified elector within the District to such election date must be obtained. The polls shall be open for said election immediately following the public hearing on July 15, 2025. The election shall be conducted by the City Clerk. Except as otherwise provided by the Act, the election shall be conducted in accordance with the provisions of law regulating elections of the City of Murrieta insofar as such provisions are determined by the City Clerk to be applicable. The City Clerk is authorized to conduct the election following the adoption of the Resolution of Formation, and this resolution and all ballots shall be received by and the City Clerk shall close the election by 11:00 p.m. on the election day; provided the election shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. Pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed in person, or by mail with return postage prepaid, to the qualified electors within Community Facilities District No. 2025-4. The City Clerk has secured a certificate of the Registrar of Voters of the County of Riverside certifying that there were no registered voters within the District. Accordingly, since there were fewer than 12 registered voters within the District for each of the 90 days preceding July 15, 2025, the qualified electors shall be the landowners within the District and each landowner, or the authorized representative thereof, shall have one vote for each acre or portion thereof that such landowner owns within Community Facilities District No. 2025-4, as provided in Section 53326 of the Act. Each landowner within the District has executed and delivered a waiver of certain election law requirements and consenting to the holding of the election on July 15, 2025, which waiver is on file with the City Clerk.

Section 9. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 15th day of July, 2025.

CITY COUNCIL OF THE CITY OF
MURRIETA

By: _____
Cindy Warren
Mayor of the City of Murrieta

ATTEST:

Cristal McDonald
City Clerk of the City of Murrieta

APPROVED AS TO FORM:

Tiffany Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4877 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 15th day of July, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk

EXHIBIT A

BALLOT PROPOSITIONS

**COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS)
OF THE CITY OF MURRIETA**

SPECIAL TAX AND SPECIAL BOND ELECTION

July 15, 2025

PROPOSITION A: Shall Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta (the "District") incur an indebtedness and issue bonds in one or more series in the maximum aggregate principal amount of \$5,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 25-4839 of the City Council of the City of Murrieta?

YES _____

NO _____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 25-4839 of the City Council of the City of Murrieta be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 25-4839, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?

YES _____

NO _____

PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to \$5,000,000?

YES _____

NO _____

RESOLUTION NO. 25-4878

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS) OF THE CITY OF MURRIETA CERTIFYING ELECTION RESULTS

WHEREAS, the City Council of the City of Murrieta called and duly held an election on July 15, 2025 within the boundaries of Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta (“Community Facilities District No. 2025-4” or the “District”) pursuant to Resolution Nos. 25-4876 and 25-4877 for the purpose of presenting to the qualified electors within the District Propositions A, B and C, attached hereto as Exhibit A; and

WHEREAS, there has been presented to this City Council a certificate of the City Clerk or Deputy City Clerk (referred to herein as the “City Clerk”) canvassing the results of the election, a copy of which is attached hereto as Exhibit B;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURRIETA AS FOLLOWS:

Section 1. Each of the above recitals is true and correct and is adopted by the legislative body of the District.

Section 2. Propositions A, B and C presented to the qualified electors of the District on July 15, 2025 were approved by more than two-thirds of the votes cast at said election and Propositions A, B and C each has carried. The City Council, acting as the legislative body of the District, is hereby authorized to levy on the land within the District the special tax described in Proposition B for the purposes described therein and to take the necessary steps to levy the special tax authorized by Proposition B and to issue bonds in one or more series in the maximum aggregate principal amount of \$5,000,000 specified in Proposition A.

Section 3. The City Clerk is hereby directed to record in the Assessor-County Clerk-Recorder’s office of the County of Riverside within fifteen days of the date hereof a notice of special tax lien with respect to the District which Bond Counsel to the District shall prepare in the form required by Streets and Highways Code Section 3114.5.

Section 4. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council at a regular meeting held on the 15th day of July, 2025.

CITY COUNCIL OF THE CITY OF
MURRIETA

By: _____

Cindy Warren
Mayor of the City of Murrieta

ATTEST:

Cristal McDonald
City Clerk of the City of Murrieta

APPROVED AS TO FORM:

Tiffany Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)§
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 25-4878 was duly passed and adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 15th day of July, 2025, and was signed by the Mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk

EXHIBIT A
BALLOT PROPOSITIONS
COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS)
OF THE CITY OF MURRIETA
SPECIAL TAX AND SPECIAL BOND ELECTION

July 15, 2025

PROPOSITION A: Shall Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta (the "District") incur an indebtedness and issue bonds in one or more series in the maximum aggregate principal amount of \$5,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 25-4839 of the City Council of the City of Murrieta?

YES _____

NO _____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in Resolution No. 25-4839 of the City Council of the City of Murrieta be levied to pay for the Facilities, Incidental Expenses and other purposes described in Resolution No. 25-4839, including the payment of the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses?

YES _____

NO _____

PROPOSITION C: For each year commencing with Fiscal Year 2025-26, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, for the District be an amount equal to \$5,000,000?

YES _____

NO _____

EXHIBIT B

**CERTIFICATE OF CITY CLERK
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that I have examined the returns of the Special Tax and Bond Election for Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta. The election was held in the City of Murrieta Council Chambers, 1 Town Square, Murrieta, California, on July 15, 2025. I caused to be delivered ballots to each qualified elector. One (1) ballot was returned.

I further certify that the results of said election and the number of votes cast for and against Propositions A, B, and C are as follows:

| <u>PROPOSITION A</u> | <u>PROPOSITION B</u> | <u>PROPOSITION C</u> |
|----------------------|----------------------|----------------------|
| YES: | YES: | YES: |
| NO: | NO: | NO: |
| TOTAL: | TOTAL: | TOTAL: |

Dated this 15th day of July, 2025.

CRISTAL MCDONALD, CITY CLERK

ORDINANCE NO. 622-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS) OF THE CITY OF MURRIETA AUTHORIZING THE LEVY OF SPECIAL TAXES

Summary: The ordinance authorizes the levy of special taxes in accordance with the Rate and Method of Apportionment approved by Resolution No. 25-4838. These taxes will fund public safety services and will be levied annually on taxable property within the district beginning in the fiscal year specified in the Rate and Method, and continuing each year so long as services are provided through such financing within the District.

WHEREAS, on June 3, 2025, the City Council (the “City Council”) of the City of Murrieta (the “City”) adopted Resolution No. 25-4839 declaring its intention to form Community Facilities District No. 2025-4 of the City of Murrieta (Rustic Meadows) (the “District”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”), and its Resolution No. 25-4840 declaring its intention to incur bonded indebtedness for the District; and

WHEREAS, on July 15, 2025, after providing all notice required by the Act, the City Council conducted a noticed public hearing required by the Act relative to the proposed formation of the District, the proposed levy of a special tax therein to finance certain public facilities described in Resolution No. 25-4839 and to secure the payment of any bonded indebtedness of the District, and the proposed issuance of bonded indebtedness in one or more series in the maximum aggregate principal amount of \$5,000,000, as described in Resolution No. 25-4840; and

WHEREAS, at the July 15, 2025 public hearing, all persons desiring to be heard on all matters pertaining to the formation of the District and the proposed levy of the special tax to finance the facilities described in Resolution No. 25-4839 and to secure the payment of bonded indebtedness in the maximum aggregate principal amount of \$5,000,000 of the District as described in Resolution No. 25-4839 (the “Bonds”) were heard and a full and fair hearing was held; and

WHEREAS, on July 15, 2025, the City Council adopted Resolution Nos. _____ and _____ which formed the District and called a special election within the District on July 15, 2025 on three propositions relating to the levy of a special tax within the District, the issuance of the Bonds and the establishment of an appropriations limit within the District; and

WHEREAS, on July 15, 2025, a special election was held within the District at which the qualified electors approved by more than a two thirds vote Propositions A, B, and C authorizing the levy of a special tax within the District for the purposes described in Resolution 25-4876, the issuance of the Bonds as described in Resolution No. 25-4877 and establishing an appropriations limit for the District; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS) OF THE CITY OF MURRIETA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The above recitals are all true and correct.

Section 2. By the passage of this Ordinance, the City Council authorizes and levies special taxes within the District pursuant to Sections 53328 and 53340 of the Act at the rates and in accordance with the rate and method of apportionment set forth in Attachment C to Resolution No. 25-4839, which is incorporated by reference herein (the "Rate and Method"). The special taxes are hereby levied commencing in the fiscal year specified in the Rate and Method and in each fiscal year thereafter until payment in full of the Bonds (including any bonds issued to refund the Bonds), payment of all costs of the public facilities and services authorized to be financed by the District, and payment of all costs of administering the District.

Section 3. Each of the Mayor, the City Manager, the Assistant City Manager, the Director of Finance, or their written designees (each, an "Authorized Officer"), acting alone, is hereby authorized and directed each fiscal year to determine the specific special tax rates and amounts to be levied in such fiscal year on each parcel of real property within the District, in the manner and as provided in the Rate and Method. The special tax rate levied on a parcel pursuant to the Rate and Method shall not exceed the maximum rate set forth in the Rate and Method for such parcel, but the special tax may be levied at a lower rate. Each Authorized Officer is hereby authorized and directed to provide all necessary information to the Treasurer-Tax Collector of the County of Riverside and to otherwise take all actions necessary in order to effect proper billing and collection of the special tax, so that the special tax shall be levied and collected in sufficient amounts and at times necessary to satisfy the financial obligations of the District in each fiscal year, and with respect to Special Tax, until the Bonds are paid in full, the facilities have been paid for, and provision has been made for payment of all of the administrative costs of the District.

Section 4. Properties or entities of the state, federal or other local governments shall be exempt from the special tax, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act and Section F of the Rate and Method. No other properties or entities are exempt from the special tax unless the properties or entities are expressly exempted in Resolution No. 25-4876 or in a resolution of consideration to levy a new special tax or special taxes or to alter the rate or method of apportionment or an existing special tax as provided in Section 53334 of the Act.

Section 5. All of the collections of the special tax shall be used as provided for in the Act, the Rate and Method and Resolution No. 25-4876.

Section 6. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes (which such procedures include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedure may be modified by law or by this City Council from time to time.

Section 7. As a cumulative remedy, if any amount levied as a special tax for payment of the interest or principal of the Bonds (including any bonds issued to refund the Bonds), together with any penalties and other charges accruing under this Ordinance, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the Bonds (including any bonds issued to refund the Bonds), order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax, as authorized by the Act.

Section 8. The Mayor of the City shall sign this Ordinance and the City Clerk or Deputy City Clerk (referred to herein as the “City Clerk”) shall attest to the Mayor’s signature and then cause the same to be published within fifteen (15) days after its passage at least once in The Press Enterprise, a newspaper of general circulation published and circulated in the City of Murrieta.

Section 9. The specific authorization for adoption of this Ordinance is pursuant to the provisions of Section 53340 of the Act.

Section 10. The City Clerk is hereby authorized to transmit a certified copy of this ordinance to the Treasurer-Tax Collector of the County of Riverside, and to perform all other acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

Section 11. A full reading of this Ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 12. This Ordinance shall take effect thirty days after its final passage.

PASSED AND ADOPTED by the City Council at a regular meeting held on the ____ day of ____, 2025.

CITY COUNCIL OF THE CITY OF MURRIETA

By: _____
Cindy Warren
Mayor of the City of Murrieta

ATTEST:

Cristal McDonald
City Clerk of the City of Murrieta

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)ss.
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, do hereby certify that the foregoing Ordinance was introduced by the City Council of the City of Murrieta, California, at its Regular meeting of July 15, 2025 and adopted at its Regular meeting of _____, 2025 and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

CRISTAL MCDONALD, CITY CLERK

I, Cristal McDonald, City Clerk of the City of Murrieta, California further certify that Ordinance No. 622-25 was duly published according to law and the order of the City Council of said City and the same was so published in Press Enterprise, a newspaper of general circulation on the following date(s):

Adopted Ordinance: _____, 2025.

In witness whereof, I have hereunto subscribed my name this __ day of _____, 2025.

Cristal McDonald, City Clerk

**COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS)
OF THE CITY OF MURRIETA**

ACQUISITION, CONSTRUCTION AND FUNDING AGREEMENT

THIS ACQUISITION, CONSTRUCTION AND FUNDING AGREEMENT (the “Agreement”) is made and entered into by and between CITY OF MURRIETA (the “City”), acting for and on behalf of itself and COMMUNITY FACILITIES DISTRICT NO. 2025-4 (RUSTIC MEADOWS) OF THE CITY OF MURRIETA (the “Community Facilities District” or “CFD”) and CENTURY COMMUNITIES, LLC, a Delaware limited liability company (the “Developer”), each individually a “Party” and collectively the “Parties.”

WHEREAS, Developer has requested that the City consider the formation of the CFD pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”), and undertake proceedings for the authorization of special taxes and issuance of bonded indebtedness for the payment of the construction and/or acquisition of certain improvements to be owned, operated or maintained by the City and the Murrieta Valley Unified School District (the “School District”), and incidental expenses in accordance with the Act; and

WHEREAS, in order to proceed in a timely way with development of the property within the CFD which is described in the attached **Exhibit “A”** (the “Developer Property”), Developer desires to fund through the Community Facilities District (i) the City’s acquisition or construction of certain improvements that are to be owned, operated and maintained by the City or are otherwise required to be constructed by the City (“City Improvements”), as more particularly set forth and described in the Description of Cost Estimates attached hereto as **Exhibit “B,”** (ii) improvements included in the City’s fee programs (the “City Fee Facility Improvements”), as more particularly set forth and described in **Exhibit “B,”** and (iii) the improvements of the School District described in **Exhibit “C”** hereto (the “Miscellaneous Improvements” and together with the City Improvements and the City Fee Facilities Improvements, collectively the “Improvements”); and

WHEREAS, the City is authorized by the Act to form the CFD and to issue bonds secured by Special Taxes (as defined in Section 2.2) of the CFD (the “Bonds”) to fund the Improvements; and

WHEREAS, the City Council has adopted the City’s policies and procedures concerning the use of special district financing programs to finance the Improvements (the “Policy”); and

WHEREAS, the purpose of this Agreement is to constitute a formal understanding between Developer and the City (pursuant to the requirements of Government Code Section 53313.51 and other provisions of the Act and the Policy) concerning financial and other obligations and responsibilities related to the formation of the Community Facilities District and the Improvements to be financed by the Community Facilities District, when and if formed, to the extent funds are available, and to set forth the conditions upon which (1) the Community Facilities District will reimburse Developer or its designee for the cost of the City Improvements constructed by or on behalf of the Developer and (2) the Community Facilities District will fund the City Fee Facility Improvements thereby satisfying corresponding City fees; and (3) the Community Facilities District will also fund the Miscellaneous Improvements described in **Exhibit “C.”**

NOW, THEREFORE, it is mutually agreed between the respective Parties as follows:

1. Feasibility Study. The City has retained, at the Developer's expense, the necessary consultants to analyze the proposed formation of the CFD to finance the Improvements, including a special tax consultant, bond counsel, and other consultants deemed necessary by the City. The Developer has advanced to the City a sum of money for such costs. From time to time, Developer will make additional advances, within 10 business days following receipt from the City of a request for an additional advance, to cover the costs of the formation proceedings and any change proceedings under the Act requested by the Developer. The City will provide to Developer on request a summary of how the advances have been spent and the unexpended balance remaining. The amounts advanced by the Developer, other than \$5,000 (which is non reimbursable) and, to the extent determined reasonable and appropriate by the City, expenses incurred by the Developer for legal and other consultant costs in connection with the formation proceedings, any change proceedings and the issuance of Bonds, will be reimbursable to the Developer, without interest, from the proceeds of Bonds. In the event that Bonds are not issued to provide a source of reimbursement to Developer, the City shall not have any liability to Developer to reimburse it for any of the amounts previously advanced by Developer and expended by the City.

Prior to the issuance of the Bonds, the City will request a final advance for any unpaid expenses incurred during preparatory technical, financial and legal work; and following payment of such expenses, the City shall promptly release the balance, if any, of the advance to the Developer. Should the City's expenses exceed the remaining balance, the City will bill the Developer for the difference, which the Developer agrees to pay within 10 days following receipt of such billing, subject to the conditions of paragraph one of this section.

2. Sale of Bonds.

2.1 City Policies. The City Council has adopted the Policy, setting forth the City's policies and procedures concerning the use of special district financing programs to finance the Improvements. Pursuant to the Policy, the total annual amount of the special taxes to be collected with respect to a parcel within the CFD and all other taxes and assessments which will be collected with respect to such parcel from the secured tax roll must not exceed two percent (2%) of the Fair Market Value (as defined in the Policy) of such parcel at the time of CFD formation.

The Parties hereby agree that, unless waived by the City, at the time of issuance of the Bonds the ratio of the value of all parcels of property within the CFD to the amount of outstanding community facilities district or assessment district bonds attributable to such parcels (the "Value-to-Lien Ratio") may not be less than four-to-one (4:1). Unless waived by the City, the Fair Market Value of the property within the CFD for purposes of determining the foregoing ratio will be determined based on the appraised value of the property determined by appraisal made by an appraiser selected by the City with a valuation date within three (3) months of the issuance of the Bonds, or, with respect to completed homes (as determined in the sole discretion of the City) or issuance of refunding bonds, the assessed value of the property, or some combination thereof. Subject to satisfaction of the Policy and the requirements of this Agreement, the City shall use reasonable efforts to issue and sell the Bonds in one or more series in an amount sufficient to fund the Improvements in accordance with the schedule for development of the Developer Property. The ultimate decision as to issuance and sizing lies in the sole legislative discretion of the City.

2.2 Security for Payment of Special Taxes.

(a) Concurrently with the issuance and sale of each series of the Bonds, the owner of any land within the CFD which the City has determined, in its sole discretion, to use in the sizing of such series of Bonds (the "Sizing Property"), together with any Sizing Property owned by any affiliate (collectively, an "Account Party"), for which the Maximum Special Taxes for the then-current fiscal year (as defined in the Rate and Method of Apportionment of Special Tax for the CFD ("Rate and Method") and such Special Tax referred to herein as the "Special Tax" or "Special Taxes"), are equal to or exceed 20% of the aggregate Maximum Special Taxes authorized to be levied on the Sizing Property in such fiscal year, shall deliver to the City either (i) a renewable irrevocable instrument of credit from a financial institution (rated "A" or better, or otherwise approved by the City) and approved by the City, or (ii) cash in-lieu thereof (a "Security"). The Security shall be in an amount calculated by multiplying the Special Tax Requirement (as defined in the Rate and Method) for the then current and following fiscal year, by the percentage of the Maximum Special Taxes for the current fiscal year allocable to the Developer Property owned by the Account Party (the "Stated Amount). The Security shall be maintained by the Account Party in each fiscal year until terminated in accordance with Section 2.2(c) below. While the Security is still required the Stated Amount of such Security shall be reduced as set forth in a Certificate of Reduction or Termination (as defined in Section 2.2(c) below).

The Security shall name the Fiscal Agent as a beneficiary and shall provide that the Fiscal Agent may draw an amount equal to any delinquencies in payment of semiannual installments of the Special Taxes levied on property owned by the Account Party. The total amount to be drawn under the Security shall not exceed an amount equal to the Special Taxes owed by the Account Party that is delinquent at the time the draw is made. The amount drawn on the Security shall be applied in the same manner and for the same purposes as the delinquent Special Taxes would have been applied; provided, however the payment of a draw under the Security will not be deemed to cure the delinquency in payment of the Special Taxes.

If, subsequent to a draw on the Security and prior to the satisfaction of any reimbursements due to the institution providing the Security (the "Security Provider") pursuant to this Agreement, the City receives payment of all or a portion of the delinquent Special Taxes or the proceeds of a sale of delinquent real property pursuant to foreclosure proceedings ("Delinquency Proceeds") for a parcel for which the Security has been drawn, the Security Provider (or its designee, which may be the Developer) shall be reimbursed for such draws to the extent of Delinquency Proceeds net of the City's costs of collection. The Security Provider is intended by the Parties to be a third party beneficiary of this Section 2.2.

(b) The Security shall be renewed, or a substitute Security reasonably satisfactory to the City (a "Substitute Security") provided, not less than thirty (30) calendar days prior to the expiration of the Security or Substitute Security then in effect. If the Account Party provides a Substitute Security to the City, then the Fiscal Agent shall return any existing Security on the effective date of the Substitute Security to the Security Provider.

If the Security is not renewed within thirty (30) days prior to its expiration date and the requirements for release or termination of the Security as set forth in Section 2.2(c) below have not then been met, the full amount of the Security may be drawn by the Fiscal Agent and deposited in an account established under the Indenture (as hereinafter defined) or in such account established with a financial institution selected by the City. Thereafter, amounts in such account

shall be held as security, and if Special Taxes owed by the Account Party are not paid prior to delinquency, then such amounts in such account may be applied by the City to pay the delinquent Special Taxes owed by the Account Party with respect to such property on the same terms and conditions applicable hereunder to draws on the Security.

At such time as the Security is renewed, or a Substitute Security is accepted by the Fiscal Agent, or the requirement for the Security has been terminated pursuant to this section, the City or its designee, shall release all amounts in the Security account to the Security Provider (or its designee, which may be the Developer) within ten (10) calendar days from the date of renewal or acceptance.

(c) Following the sale or transfer by the Account Party of any property to a person other than the Account Party, or upon the prepayment of the Special Tax obligation for a parcel owned by the Account Party, the Account Party shall notify the Community Facilities District of such event, in writing, and, if requested by the Account Party, the Stated Amount of the Security shall be reduced and be recalculated in accordance with this Section 2.2; provided, however, that any costs associated with the recalculation and reduction shall be borne by the Account Party. Subject to Section 2.2(d) below, the Stated Amount may be reduced to an amount determined by the method of calculation set forth in Section 2.2(a) hereof. The Security shall be terminated upon the earlier of (i) when the Sizing Property owned by, or under option to, the Account Party is responsible for less than 20% of the Maximum Special Taxes applicable to all of the Sizing Property or (ii) when the Account Party has paid (or cause to be paid) all Special Taxes owed by the Account Party in the current fiscal year and the Sizing Property owned by, or under option to, the Account Party is expected to be responsible for less than 20% of the Maximum Special Taxes in the next fiscal year.

Reduction or termination of a Security shall occur automatically upon submission to the Security Provider by the Fiscal Agent of a "Certificate of Reduction or Termination" upon valuation of the Certificate of Reduction or Termination by the City. The City shall direct that the Fiscal Agent deliver to the Security Provider such Certificate of Reduction or Termination promptly upon receiving from the Account Party a certification which shall be made under penalty of perjury and which shall indicate (i) the legal description of all Sizing Property owned by the Account Party, and either (ii) a recalculation of the new Stated Amount that the Account Party proposes be applicable to the Security or (iii) if termination of the Security is requested, a statement that one of the requirements set forth in the preceding paragraph for termination of the Security has been satisfied.

The Account Party shall notify the City of any events that will result in a reduction of the Stated Amount of the Security and shall provide the City with verification of said events. The Account Party may provide the Fiscal Agent with a Substitute Security in the reduced amount, and the Fiscal Agent shall release and return to the Security Provider the Security then in effect. The Parties expressly acknowledge that the Account Party's failure to so notify the City or to reduce the Security at the times prescribed herein shall in no way effect or invalidate sale or transfer of property, or recordation of maps on property.

(d) If any Sizing Property is sold or transferred by an Account Party with the result that the Sizing Property owned by the transferee together with any of its affiliates ("Transferee") is responsible for 20% or more of the aggregate Maximum Special Taxes of all Sizing Property, a Security on the same terms specified in Section 2.2(a) above will be furnished by Transferee with respect to all Sizing Property owned by such Transferee. Any applicable purchase

and sale agreement and/or escrow instructions shall notify the Transferee of this Security requirement and obligate the Transferee to provide such Security, if applicable. The Security of the Account Party will not be reduced to reflect the sale or transfer of such Sizing Property until a Security is furnished by the Transferee and accepted by the Fiscal Agent. The issuing financial institution and the form and terms of said Security will be subject to reasonable prior approval by the City. All terms provided in this Section 2.2 are applicable to the Transferee by replacing the term “Account Party” at each place where it occurs in each section with the term “Transferee.” Each provider of a Security for a Transferee shall be an express third party beneficiary of the provisions of this Section 2.2.

Any costs related to the holding or maintaining the Security, including any fees of a fiscal agent, trustee or other depository shall be borne by the Account Party.

2.3 Major Landowner Initial and Continuing Disclosure. An owner of land which is responsible for twenty percent (20%) or more of the Special Tax levy applicable to the Sizing Property in the fiscal year in which the Bonds are issued or in the fiscal year following the fiscal year in which the Bonds are issued (a “Major Landowner”) will be required to provide all information regarding the development of its property, including the financing plan for such development, which is necessary to ensure that the official statement for such Bonds complies with the requirements of Rule 15c2-12 and Rule 10b-5 of the Securities and Exchange Commission (the “Rule”) and all other applicable federal and state securities laws. Additionally, Developer acknowledges that, if it is a Major Landowner at the time of issuance of the Bonds, it will be necessary that Developer enter into a continuing disclosure agreement to provide such continuing disclosure pertaining to the development of the land owned by Developer to assist in the marketing of the Bonds.

2.4 Bond Issuance Parameters. The terms and conditions upon which each series of the Bonds shall be issued and sold, the method of sale of the Bonds and the pricing of the Bonds shall be determined solely by the City in its legislative discretion in conformance with the Act, the Policy, and this Agreement. Each series of Bonds shall be issued with a term not to exceed 35 years from the date of issuance of the Bonds. The proceeds of the Bonds shall be used in the following priority to (1) fund a reserve fund for the payment of principal and interest with respect to the Bonds in an amount equal to the least of (i) ten percent (10%) of the total bond issue, (ii) maximum annual debt service on Bonds, or (iii) 125% of average annual debt service; (2) fund capitalized interest through the interest payment date on the Bonds for which Special Taxes are not available for payment of debt service on the Bonds or such longer period as requested by the Developer and approved by the City, subject to the Act; (3) reimburse the Developer or its designee pursuant to Section 1 hereof for CFD formation costs advanced by the Developer which have not already been reimbursed to the Developer from collected Special Tax; (4) pay for costs of issuance of the Bonds including, without limitation, underwriter’s discount, bond counsel and disclosure counsel fees, appraisal and special tax consultant fees, printing, fiscal agent fees, and reasonable Developer legal and financial consultant costs; (5) pay for the costs of forming the Community Facilities District; and (6) pay for the actual costs of the Improvements. At the request of the Developer, the City, in consultation with the underwriter of the Bonds, may consider providing for surety or bond insurance in lieu of all or a portion of the reserve fund in order to generate additional proceeds to fund Improvements. The Community Facilities District shall maintain records relating to the disbursements of proceeds of the sale of the Bonds. The Indenture or Resolution or Fiscal Agent Agreement (hereinafter “Indenture”) for the Bonds shall establish an acquisition and construction fund or improvement fund (herein, the “Improvement Fund”) to be held by the fiscal agent (“Fiscal

Agent”) into which shall be deposited initially the proceeds of the Bonds net of the amount of proceeds required to fund items (1) through (5) in the second preceding sentence. The Indenture shall also establish separate accounts of the Improvement Fund designated the “City Improvements Account,” “City Fee Facility Improvements Account,” and any Miscellaneous Improvement Account(s) for the Miscellaneous Improvements described in **Exhibit “C,”** into which shall be deposited such portions of the Improvement Fund as agreed by the Parties and directed by the City in writing at or subsequent to the closing of the sale of the Bonds consistent with the following priorities:

(a) An amount sufficient to fund the reasonable, current estimated cost of the City Fee Facility Improvements anticipated to be funded out of the Bonds being issued shall be deposited in the City Fee Facility Improvements Account (any Special Taxes collected by the CFD remaining after the payment of administrative expenses of the CFD and the reimbursement of the Developer for CFD formation costs and Improvements pursuant to Section 3 hereof shall be deposited into the City Fee Facility Improvements Account at the time of Bond issuance, unless otherwise directed in writing by the Developer);

(b) An amount equal to 20% of the amount funded in (a) shall be deposited in the City Fee Facility Improvements Account;

(c) If applicable, an amount to be agreed upon between Developer and the CFD prior to the issuance of Bonds sufficient to fund the reasonable, current estimated costs of the City Improvements shall be deposited, or later transferred, to the City Improvements Account; and

(d) If applicable, an amount to be agreed upon between Developer and the CFD prior to the issuance of Bonds sufficient to fund the reasonable, current estimated cost of the Miscellaneous Improvements described in **Exhibit “C”** hereto, anticipated to be funded out of the Bonds being issued shall be deposited, or later transferred, to the applicable Miscellaneous Improvement Account(s).

Interest earned on moneys deposited in each of the City Fee Facility Improvements Account, the City Improvements Account and the Miscellaneous Improvements Account(s) shall remain in such accounts until such time as all of the Improvements have been funded. Additionally, the Developer may direct the CFD to transfer excess moneys in any of the City Fee Facility Improvements Account, the City Improvements Account or the Miscellaneous Improvements Account(s) to another Account. The Indenture shall provide that amounts remaining in the Improvement Fund after funding all proposed Improvements (such completion of funding to be agreed by the City and the Developer) shall be deposited in the special tax fund or bond service fund and be applied to pay debt service on the Bonds and/or to call Bonds in advance of maturity.

3. Allocation of Special Taxes. Prior to the issuance of Bonds, the City Council of the City, acting as the legislative body of the Community Facilities District, may levy Special Taxes on all parcels classified as Developed Property pursuant to the Rate and Method. Such Special Taxes collected by the City shall first be applied to fund annual administrative expenses of the Community Facilities District and then to fund Improvements in the same manner as the proceeds of Bonds as set forth herein. Upon sale and delivery of the Bonds, the City shall annually levy the Special Tax as provided for in documents pursuant to which the Bonds were issued. Following the issuance of the

last series of Bonds, the City shall have no obligation to levy Special Taxes to reimburse the Developer for the costs of any Improvements not paid for from Bond proceeds.

4. Notice of Special Tax. Developer shall provide written notice to all potential initial purchasers of lots advising of the special tax obligation applicable to the Developer Property in the form required by Section 53341.5 of the Government Code.

5. Design Plans and Specifications. The requirements of this Section shall not apply to any City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD, but they shall apply to all other City Improvements for which the Acquisition Price is paid. All plans, specifications and bid documents for the City Improvements (“Plans”) constructed or to be constructed by the Developer shall be prepared by the Developer at the Developer’s initial expense, subject to approval by the applicable public agency. Costs for preparation of the Plans will be eligible for reimbursement, conditioned upon the final approval of the applicable public agency and the availability of funds. Reimbursement of costs for plan revisions will be considered on a case by case basis. All facilities which were not complete prior to the formation of the District, as determined by the City, shall be bid in accordance with “public works” requirements of Section 7 to be eligible for reimbursement.

6. Construction of Improvements. The requirements of this Section shall not apply to any City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD, but they shall apply to all other City Improvements for which the Acquisition Price is paid.

6.1 Acquisition of City Improvements. Upon the approval of Plans for a City Improvement, the Developer will provide for construction of such City Improvement in accordance with Sections 6.2 and 7 of this Agreement. Sections 6.2 and 7 specify the requirements for construction of the City Improvements that the City believes are necessary to ensure that such City Improvements are constructed as if they had been constructed under the direction and supervision, or under the authority of the City.

6.2 Acquisition. With respect to City Improvements, a qualified engineering firm (the “Field Engineer”) shall be employed by the Developer to provide all field engineering surveys determined to be necessary by the City’s inspection personnel. Field Engineer shall promptly furnish to City a complete set of grade sheets listing all locations, offsets, etc., in accordance with good engineering practices, and attendant data and reports resulting from Field Engineer’s engineering surveys and/or proposed facility design changes. City shall have the right, but not the obligation, to review, evaluate and analyze whether such results comply with applicable specifications.

As necessary as determined by City, a full-time soil-testing firm, approved by City, shall be employed by the Developer to conduct soil compaction testing and certification. The Developer shall promptly furnish results of all such compaction testing to the City for its review, evaluation and decision as to compliance with applicable specifications. In the event the compaction is not in compliance with applicable specifications, the Developer shall be fully liable and responsible for the costs of achieving compliance. A final report certifying all required compaction in accordance with the specifications shall be a condition of final approval of facilities.

The costs of all surveying, testing and reports associated with the City Improvements furnished and constructed by the Developer's contractor(s) shall be eligible to be paid from funds in the City Improvements Account.

The City shall not be responsible for conducting any environmental, archaeological, biological, or cultural studies or any mitigation requirements that may be requested by appropriate Federal, State, and/or local agencies. Any such work shall be paid for and conducted by the Developer and reimbursed out of the City Improvements Account.

Should the Developer notify the City that the Developer is unable to complete such City Improvement, the City shall have the right but not the obligation to require the Developer to make an irrevocable offer of dedication to the City of the land owned by the Developer for the City Improvement identified in the notice and to assume responsibility for the work to be performed thereunder. In the event the City elects to assume the responsibility for any work on a previously awarded contract as described in the preceding sentence, the following will occur: (i) the Developer will make an irrevocable offer of dedication to the City of the land owned by the Developer for such City Improvement identified in the notice; (ii) to the extent permitted by law and the applicable contract, the Developer will assign all of the contracts for the work performed to date on the City Improvement identified in the notice to the City, if requested to do so by the City Manager; the City will use its best efforts to complete the City Improvement within a reasonable time frame; and upon completion of the City Improvement, to the extent there are Special Taxes or proceeds of the Bonds available following payment to the City for the costs of completing such City Improvement, the Developer will be reimbursed for the lesser of the cost or value of the previously unreimbursed satisfactory work performed or paid for by the Developer. The cost of such work will be determined by taking the unreimbursed amounts expended by the Developer under the contract(s) taken over by the City and deducting any incremental cost incurred by the City to complete the work under the contracts in question. Incremental cost shall be costs in excess of the sum of the original contract cost plus change orders approved by the City.

7. Public Works Requirements.

7.1 City Requirements. In order that the City Improvements for which the Acquisition Price is paid may be properly and readily acquired by the City, the Developer shall comply with all of the requirements in this Section 7.1 with respect to any such City Improvements to be acquired with funds in the City Improvements Account and the Developer shall provide such proof to the City as the City may reasonably require and at such intervals and in such form as the City may reasonably require, that the requirements under this Section 7.1 have been satisfied as to all such City Improvements. Notwithstanding the foregoing, City Improvements shall only be eligible for financing by the CFD if the City determines that the conditions under Section 53313.5 have been satisfied with respect to such City Improvements.

(a) The Developer shall prepare a bid package for review, comment and approval by the City Manager or his or her designee (the "City Representative") for any City Improvements bid after the effective date of this Agreement.

(b) For any City Improvements bid after the effective date of this Agreement, the Developer shall, after obtaining sealed bids for the construction of the City Improvements in conformance with the procedures and requirements of the City, submit to the City written evidence of such competitive bidding procedure, including evidence of the means by which

bids were solicited, a listing of all responsive bids and their amounts, and the name or names of the contractor or contractors to whom the Developer proposes to award the contracts for such construction, which shall be the lowest responsible bidder.

(c) For any City Improvements bid after the effective date of this Agreement, the following provisions apply: the City Representative shall attend the bid opening for such City Improvements. If unable to attend the bid opening, the City Representative shall approve or disapprove of a contractor or contractors, in writing, within five (5) business days after receipt from the Developer of the name or names of such contractor or contractors recommended by the Developer. If the City Representative disapproves of any such contractor, the Developer shall select the next lowest responsible bidder from the competitive bids received who is acceptable to the City Representative.

(d) The specifications and bid and contract documents shall require all such contractors to pay prevailing wages and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects and as required by the procedures and standards of the City with respect to the construction of its public works projects.

(e) The Developer shall submit faithful performance and payment bonds in form and substance reasonably acceptable to the City with respect to the City Improvements.

(f) The Developer and its contractor and subcontractors shall be required to provide proof of insurance coverage throughout the term of the construction of the City Improvements, which they will construct in conformance with the City's standard procedures and requirements. The City's insurance requirements are set out in Section 21 herein.

(g) The Developer and all such contractors shall comply with such other requirements relating to the construction of the City Improvements which the City may impose by written notification delivered to the Developer and each such contractor at the time either prior to the receipt of bids by the Developer for the construction of such City Improvements or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof; provided that such other requirements shall only be imposed to the extent the City reasonably determines they are required in order to comply with applicable law. In accordance with Section 7, the Developer shall be deemed the awarding body and shall be solely responsible for compliance and enforcement of the provisions of the Labor Code, Government Code, and Public Contract Code.

(h) A "Change Order" is an order from the Developer to a contractor authorizing a change in the work to be performed and a "Significant Change Order" is an order from the Developer to a contractor authorizing a change in the work to be performed where such Change Order is larger than 10% of the contract amount for such City Improvement. After the effective date of this Agreement, the Developer shall receive comments from the City Representative prior to the Developer's approval of any Significant Change Order. The City Representative shall comment on or deny the Significant Change Order request within ten (10) calendar days of receipt of all necessary information. The City's comments to a Significant Change Order shall not be unreasonably delayed, conditioned or withheld. After the effective date of this Agreement, field verification that the work was performed in accordance with a Change Order or a Significant Change Order shall be required, which verification shall be demonstrated by the signature of a City Representative on the Change Order or Significant Change Order. The Developer shall not be entitled to be compensated for costs

associated with a Change Order or a Significant Change Order that has not been approved or if the work has not been verified, as applicable, by the City Representative in accordance with this Section 7(h).

Developer shall provide proof to the City, at such intervals and in such form as the City may reasonably require, that the foregoing requirements have been satisfied as to all of the City Improvements which are funded through Bond proceeds.

8. Inspection; Completion of Construction. The requirements of this Section shall not apply to any City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD, but they shall apply to all other City Improvements for which the Acquisition Price is paid.

The City shall have primary responsibility for inspecting the City Improvements to assure that the work is being accomplished in accordance with the Plans. Such inspection does not include inspection for compliance with safety requirements by the Developer's contractor(s). The City's personnel shall be granted access to each construction site at all reasonable times for the purpose of accomplishing such inspection. Upon satisfaction of the City's inspectors, the Developer shall notify the City in writing that a City Improvement has been completed in accordance with the Plans. Any actual costs reasonably incurred by the City for inspection not previously paid by the Developer shall be reimbursed from funds in the City Improvements Account.

Within three (3) business days of receipt of written notification from City inspectors that a City Improvement has been completed in accordance with the Plans, the City Representative shall notify the Developer in writing that such City Improvement has been satisfactorily completed. Upon receiving such notification, the Developer shall file a Notice of Completion with the County of Riverside Records Office, pursuant to the provisions of Section 3093 of the Civil Code. The Developer shall furnish to the City a duplicate copy of each such Notice of Completion showing thereon the date of filing with the County of Riverside (the "County"). City will in turn file a notice with the County for acceptance.

9. Liens. With respect to any City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD, prior to any payment by the CFD to the Developer for such City Improvement, the Developer shall provide to the City such evidence or proof as the City shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment for the construction of the City Improvements have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. With respect to City Improvements, upon the earlier of (i) receipt of all applicable lien releases, or (ii) expiration of the time for the recording of claim of liens as prescribed by Sections 3115 and 3116 of the Civil Code the Developer shall provide to the City such evidence or proof as the City shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment for the construction of the City Improvements have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation.

10. Acquisition; Acquisition Price; Source of Funds. The acquisition price of a City Improvement that was complete (as determined by the City Council) prior to the adoption by the City Council of the resolution forming the CFD shall be its fair market value, as determined by the City Manager or his or her designee, as of the date of acquisition. The City shall consider input and data

provided by the Developer prior to determining the final fair market value. The Actual Cost (as defined below) of the City Improvement shall be presumed to be its fair market value unless there is reasonable evidence that a lower amount is the fair market value.

The costs eligible to be included in the acquisition price of a City Improvement that is not described in the preceding paragraph (the “Actual Costs”) shall include:

(i) The actual hard costs for the construction of such City Improvement as established by the City-approved construction contracts, Change Orders, and approved Significant Change Orders, including costs of payment, performance and maintenance bonds and insurance costs, pursuant to this Agreement;

(ii) The design and engineering costs of such City Improvement including, without limitation, the costs incurred in preparing the Plans;

(iii) The costs of environmental evaluations and public agency permits and approvals attributable to the City Improvement;

(iv) Costs incurred by the Developer for construction management and supervision of such City Improvement, not to exceed five percent (5%) of the actual construction cost;

(v) Professional costs associated with the City Improvement such as engineering, inspection, construction staking, materials, testing and similar professional services; and

(vi) Costs approved by the City in accordance with the Act of acquiring any real property or interests therein required for the City Improvement including, without limitation, temporary construction easements, temporary by-pass road and maintenance easements.

Provided the Developer has complied with the requirements of this Agreement, the City agrees to pay the acquisition price of a completed City Improvement to the Developer or its designee within thirty (30) days after the Developer’s satisfaction of the preconditions to such payment stated herein, but only to the extent there are sufficient funds available in the City Improvements Account. Except in the case of a City Improvement described in the first paragraph of this Section, the acquisition price to be paid from Bond proceeds for the acquisition of a City Improvement by the City shall be the least of (1) the value of the City Improvement; or (2) the total of the Actual Costs of the City Improvement (“Acquisition Price”). The Actual Cost of the City Improvement shall be presumed to be its Acquisition Price unless there is reasonable evidence that a lower amount is the actual value.

As a condition to the payment of the Acquisition Price, the ownership of the completed City Improvement shall be transferred to the City by grant deed, bill of sale or such other documentation as such public agency may require free and clear of all taxes, liens, encumbrances, and assessments, but subject to any exceptions determined by the City to not interfere with the actual or intended use of the land or interest therein (including the lien of a community facilities district so long as the subject property is exempt from taxation or is otherwise not taxable by such community facilities district). Upon the transfer of ownership of City Improvements or any portion thereof to the City, the City shall be responsible for the maintenance of such City Improvements or the portion transferred. Notwithstanding the foregoing, the Acquisition Price of a City Improvement may be paid prior to

transfer of ownership and acceptance of the City Improvement if it is substantially completed at the time of payment. The City Improvement shall be considered “substantially complete” when it has been reasonably determined by the City to be usable, subject to final completion of such items as the final lift or any other items not essential to the primary use or operation of the City Improvement.

For purposes of determining the Acquisition Price to be paid by the Community Facilities District for the acquisition of the City Improvements by the City (other than City Improvements described in the first paragraph of this Section), the value of such City Improvements shall include the construction costs specified in the City-approved contracts (subject to the next sentence), Change Orders, and City-approved Significant Change Orders conforming to Section 6, as hereinbefore specified. City approval is a condition prior to initiation of contract work for City Improvements bid after the effective date of this Agreement. However, if the City reasonably determines that the additional Actual Costs are excessive and that the value of the City Improvements is less than the total amount of such Actual Costs and such construction costs, the price to be paid for the acquisition of the City Improvements shall be the value thereof as determined by the Engineer, subject, however, to the Developer’s right to appeal to the City Council.

Upon completion of the construction of a City Improvement, the Developer shall deliver or cause to be delivered to the City a Disbursement Request Form in substantially the form of **Exhibit “D,”** attached hereto, copies of the contract(s) with the contractor(s) who have constructed the City Improvement and other relevant documentation with regard to the payments made to such contractor(s) and each of them for the construction of the City Improvement, documentation evidencing payment of prevailing wages, and shall also provide to the City invoices and purchase orders with respect to all equipment, materials and labor purchased for the construction of the City Improvements. The City shall require the Engineer to complete its determination of the value of the City Improvements as promptly as is reasonably possible.

The payment of the Acquisition Price of any City Improvement that is included in the City’s fee program shall not preclude the grant of City fee credits to the Developer for such City Improvements.

Notwithstanding the preceding provisions of this Section, the source of funds for the acquisition of the City Improvements or any portion thereof shall be funds in the City Improvements Account. If for any reason beyond the City’s control the Bonds are not sold, the City shall not be required to acquire the City Improvements from the Developer, except to the extent of funds from the collection of Special Taxes. In such event, the Developer shall complete the design and construction and offer to the City ownership of such portions of the City Improvements as are required to be constructed by the Developer as a condition to recordation of subdivision maps for the Developer Property (but only at such times as required by such condition), but need not construct any portion of the City Improvements which it is not so required to construct. Reimbursement for these facilities would be made from the collection of Special Taxes over time.

In addition to the foregoing, the City shall have the right to withhold payment for acquisition of a City Improvement, if:

(a) the Developer or any of its affiliates is delinquent in the payment of any Special Taxes levied by the Community Facilities District on properties then owned by the Developer or any of its affiliates within the CFD, or

(b) the Developer is not then in substantial compliance with a condition or obligation imposed upon the Developer Property by the City, including but not limited to, payment of all applicable fees, dedication of all applicable rights-of-way or other property and construction requirements.

The City shall immediately provide written notice to the Developer of the decision to withhold any such payment and shall specify the reason for such decision. If the payment is withheld as a result of the delinquency in the payment of Special Taxes, the notice shall identify the delinquent parcels and the amount of such delinquency. If the payment is withheld as a result of substantial non-compliance with a condition or obligation, the notice shall specify such condition or obligation and what action will be necessary by the Developer to substantially comply with such condition or obligation. Upon receipt of evidence reasonably satisfactory to the City that the Developer has paid the delinquent Special Taxes or complied with the subject condition or obligation, the City shall forthwith make all payments which have been withheld pursuant to the provisions of this Section.

11. Easements and/or Fee Title Ownership Deeds. Without limiting the Developer's rights to reimbursement for such grants pursuant to Section 10 above, the Developer shall, at the time the City acquires the City Improvements as provided in Section 10 hereof, grant or cause to be granted to the City, by appropriate instruments prescribed by the City, all easements across private property and/or fee title ownership deeds which may be reasonably necessary for the proper operation and maintenance of such City Improvements, or any part thereof, but only to the extent located within the Developer Property.

12. Permits. The Developer shall be responsible for obtaining all necessary construction permits from the City and/or the County (as appropriate) covering construction and installation of the City Improvement.

13. Maintenance. Prior to the transfer of ownership of a City Improvement by the Developer to the City, as provided in Section 10 hereof, the Developer shall be responsible for the maintenance thereof and shall require its contractor(s) to repair all facilities damaged by any party other than the City, prior to acceptance by the City and/or make corrections determined to be necessary by the City's inspection personnel. The City shall not be permitted to place any City Improvement in service prior to acceptance of the same, unless the Developer otherwise consents in writing.

14. Inspection of Records. The City shall have the right to review all books and records of the Developer pertaining to the costs and expenses incurred by the Developer for the design and construction of the City Improvements during normal business hours by making arrangements with the Developer. The Developer shall have the right to review all books and records of the City pertaining to costs and expenses incurred by the City for services of the Engineer by making arrangements with the City.

15. Ownership of Improvements. Notwithstanding the fact that some or all of the City Improvements may be constructed in dedicated street rights-of-way or on property which has been or will be dedicated to the City, each City Improvement shall be and remain the property of the Developer until acquired by the City as provided in this Agreement.

16. Materials and Workmanship Warranty. The requirements of this Section shall not apply to any City Improvement that was complete (as determined by the City Council) prior to the

adoption by the City Council of the resolution forming the CFD, but they shall apply to all other City Improvements.

Upon the completion of the acquisition of a City Improvement by the City, the performance bond related to such individual City Improvement provided by the Developer pursuant to Section 7.1(e) hereof, shall be reduced by 90%, and the remaining 10% shall serve as a maintenance bond to guarantee that such City Improvement will be free from defects due to faulty workmanship or materials for a period of one year.

17. City Fee Facility Improvements. The Developer may be required pursuant to the conditions of development or the fee ordinance to pay certain City fees (the “City Fees”) relating to the City Fee Facility Improvements prior to the availability of proceeds of the Bonds to pay for such City Fee Facility Improvements. In the event such City Fees are paid prior to the availability of Bond proceeds, the amounts paid to the City shall be deemed to be deposits (each a “Deposit”) that are subject to refund by the City to the Developer in accordance with this Agreement. The City shall place each Deposit in a capital facilities account(s). If the Developer has made any Deposits to the City, then following deposit of Bond proceeds in the City Fee Facility Improvements Account, the City shall return to the Developer, from the capital account in which the Deposits were deposited the Deposits not previously returned, without interest or other earnings thereon. The City shall be so obligated to return such Deposits only to the extent that an equivalent amount of the Deposits to be returned is deposited in the City Fee Facility Improvements Account from Bond proceeds or Special Tax collections prior to the issuance of Bonds.

Bond proceeds used to finance City Fee Facility Improvements which relate to the City Fees shall be allocated first for return of all Deposits prior to being allocated to the payment of City Fees not previously deposited by the Developer. Any Deposits that have not been returned to the Developer at the time it is determined that there will be no further Bond proceeds available (i.e. the final series of Bonds to finance the Improvements have been issued) shall be retained by the City and may be used for the purposes for which the City Fee was required, and the unrefunded Deposits shall constitute full and final payment for such City Fees, without any increase of any kind.

18. Miscellaneous Improvements. Improvements unrelated to the City Improvements and the City Fee Facility Improvements are described in **Exhibit “C”** attached hereto. The amounts deposited in the applicable Miscellaneous Improvements Account(s), if any, will be disbursed for the acquisition or construction of Miscellaneous Improvements in accordance with the provisions in the applicable Joint Community Facilities Agreement. Any amounts in the applicable Miscellaneous Improvements Account(s) shall be disbursed at the written direction of the City upon Developer’s submittal of a payment request which will be based upon applicable entity’s payment request form as provided for in the applicable Joint Community Facilities Agreement. Upon receipt of such payment request, the City shall submit a written requisition for payment of the requested amount to the Fiscal Agent for the Bonds, who shall directly pay the amount requested to the applicable entity.

19. Independent Contractor. In performing this Agreement, Developer is an independent contractor and not the agent of the City. The City shall not have any responsibility for payment to any contractor or supplier of Developer. It is not intended by the Parties that this Agreement create a partnership or joint venture among them and this Agreement shall not otherwise be construed.

20. Indemnification. Developer shall assume the defense of, indemnify and save harmless, the City, its officers, employees and agents, and the Community Facilities District, its officers, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subject or put, by reason of, or resulting from such person's or entity's performance of its obligations under this Agreement and the construction of the City Improvements and the Miscellaneous Improvements, the failure of the Developer to provide notice of the Special Tax to be levied by the Community Facilities District pursuant to Section 53341.5 of the Act (but only if the Developer is required by law to provide such notice), or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the City, the Community Facilities District, the underwriter of the Bonds and its counsel, the appraiser, the special tax consultant, the market absorption consultant or bond counsel regarding the Developer, its proposed developments, its property ownership, and any contractual arrangement it may enter into in a disclosure document describing the Community Facilities District and the risks relating to the Bonds. No provision of this Agreement shall in any way limit the extent of Developer's responsibility for payment of damages resulting from the operations of Developer and its contractors; provided, however that Developer shall not be required to assume the defense or indemnify and save harmless any person or entity as to actions, damages, claims, losses or expenses resulting from the breach of this Agreement, the willful misconduct of such person or entity or their officers, agents, consultants or employees.

21. Insurance Requirements. For City Improvements bid after the effective date of this Agreement for which the Acquisition Price is paid, the Developer shall not commence work on such City Improvement under this Agreement prior to obtaining insurance with a company or companies acceptable to the City, nor shall the Developer allow any contractor or subcontractor to commence work on their respective contracts until all insurance required by this Agreement have been obtained. The required insurance, endorsements and policy limits shall be as follows:

A. GENERAL LIABILITY

Developer shall obtain and maintain Commercial General Liability Insurance covering all operations by or on behalf of Contractor or their subcontractors providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- Premises and Operations
- Products and Completed Operations
- Contractual Liability
- Explosion, collapse and Underground Hazards, including subsidence and any other form of earth movement (if applicable)
- Personal Injury Liability
- Independent Contractors

NOTE: Claims-made or Modified Occurrence Policy are NOT ACCEPTABLE.

- | | | |
|----|---|-------------|
| 1. | LIMITS—Limits of liability shall be no less than: | |
| | a. Each Occurrence | \$2,000,000 |
| | b. Personal & Advertising Injury | \$2,000,000 |
| | c. Products/Completed Operations Aggregate | \$4,000,000 |

d. General Aggregate \$4,000,000

2. ENDORSEMENTS—Endorsements MUST be attached to certificate and added to your policy:

- a. Additional Insured endorsement naming City as additional insureds.
- b. Primary and non-contributory wording endorsement stating that the Contractor’s insurance is primary and any insurance maintained by the additional insureds is non-contributory.
- c. A Waiver of Subrogation or Waiver of Transfer of Rights of Recovery Against Others To Us shall be issued in favor of those additional insureds named in A.2.a. above.

B. WORKERS COMPENSATION

Workers’ Compensation insurance shall be provided with statutory limits as required by applicable state law of regulation. If the Contractor is self-insured, it must provide proof of that fact.

1. LIMITS—Employer’s Liability Limits shall be no less than:

- a. Each Accident for Bodily Injury by Accident \$1,000,000
- b. Each Employee for Bodily Injury by Disease \$1,000,000
- c. Policy Limit for Bodily Injury by Disease \$1,000,000

2. ENDORSEMENTS—Endorsements MUST be attached to certificate and added to your policy:

- a. WAIVER OF SUBROGATION—A Waiver of Subrogation or Waiver of Transfer of Rights of Recovery Against Others to Us shall be issued in favor of those additional insureds named in A.2.a. above.

C. AUTOMOBILE

Automobile Liability insurance shall include coverage for all owned (if any), hired and non-owned automobiles.

1. LIMITS—Limits of Liability shall be no less than:

- a. Combined Single Limit \$1,000,000
- or
- b. Bodily Injury Each Person Limit \$1,000,000
 - c. Bodily Injury Per Occurrence Limit \$1,000,000
 - d. Property Damage Per Occurrence Limit \$1,000,000

2. ENDORSEMENTS—Endorsements MUST be attached to certificate and added to your policy:

- a. Additional Insureds as provided in ISO form CA 00 01 or its equivalent naming those additional insureds named in A.2.a. above.
- b. Primary and non-contributory wording endorsement stating that the contractor’s insurance is primary and any insurance maintained by the additional insureds is non-contributory.

- c. Waiver of Subrogation as provided in ISO form CA 00 01 or its equivalent in favor of those additional insureds named in A.2.a. above.

22. Conflict With Other Agreements. Except as specifically provided herein, nothing contained herein shall be construed as releasing Developer from any condition of development or requirement imposed by any other agreement with City. In the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by City.

23. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either Party shall be deemed to have been received when personally delivered or seventy-two (72) hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid. Any notice to the Community Facilities District or the City shall be addressed to City of Murrieta, 1 Town Square, Murrieta, CA 92562, Attention: City Manager. Any notice to Developer shall be addressed to Century Communities of California, LLC, 4695 MacArthur Court, Suite 300, Newport Beach, CA, 92660, Attention: Justin Brewer, Executive Vice President.

Each Party may change its address for delivery of notice by delivering written notice of such change of address to the other Party hereto.

24. No Gift or Waiver.

24.1 No Gift or Waiver for City Improvements. The Developer and the City acknowledge that:

(a) The Developer or its predecessor may have constructed or may be constructing City Improvements before funds that will be used to acquire them are available with the expectation that the Developer will be reimbursed for such City Improvements to the extent and in the manner set forth in this Agreement.

The City may inspect City Improvements and process Disbursement Request Forms even if funds from the proceeds of Bonds available at the time of such inspection and processing do not exist or are not then sufficient to satisfy the Disbursement Request in full.

(b) The Developer may convey City Improvements to the City and the City may accept such City Improvements even if funds from the proceeds of Bonds available at the time of such conveyance and acceptance do not exist or are not then sufficient to satisfy the Disbursement Request in full.

If the City accepts City Improvements before a Disbursement Request is paid in full, the unpaid balance of the Disbursement Request will be paid from time to time, in any number of installments and irrespective of the length of time payment is deferred, as funds from the proceeds of Bonds become available.

(c) The Developer's conveyance or dedication of City Improvements to the City before the availability of funds from the proceeds of Bonds to acquire the City Improvements is not and shall not be deemed, a gift or a waiver of the Developer's right to payment of the purchase price of such City Improvements pursuant to this Agreement.

24.2 No Gift or Waiver for City Fees. The Developer and the City acknowledge that:

(a) Prior to the availability of funds from the proceeds of Bonds, the Developer or its predecessor may have been or may be required to deposit funds to assure payment of applicable City Fees of the City.

The Developer or its predecessor has deposited or will be depositing such funds with the expectation that the Developer will be reimbursed for these Deposits to the extent and in the manner set forth in this Agreement.

(b) The reimbursement of such Deposits pursuant to Section 17 of this Agreement may occur from time to time, in any number of installments and irrespective of the length of time payment is deferred, as funds become available.

The Developer's deposit of such funds to the City before the availability of funds to reimburse the Developer is not, and shall not be deemed, a gift or a waiver of the Developer's right to reimbursement of such Deposits pursuant to this Agreement.

25. General Provisions.

25.1 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the City and the Developer and their respective heirs, executors, legal representatives, successors, and authorized assigns.

25.2 Amendment. This Agreement may be amended at any time but only in writing signed by each Party hereto.

25.3 Entire Agreement. This Agreement, and the agreements referenced herein, contains the entire understanding and agreement between the Parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this Agreement. There are no oral or written representations, understanding, undertakings or agreements which are not contained or expressly referred to herein, and any such representations, understandings or agreements are superseded by this Agreement. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Parties hereto, or the failure by a Party to exercise its rights upon the default of another Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Parties with the terms of this Agreement thereafter. This Agreement shall be binding upon, and enforceable by and against the Community Facilities District upon the establishment of the Community Facilities District.

25.4 Exhibits. All exhibits attached hereto are incorporated into this Agreement by reference.

25.5 Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Parties hereto, or the failure by a Party to exercise its rights

upon the default of another Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Parties with the terms of this Agreement thereafter.

25.6 No Third Party Beneficiaries. Except as provided explicitly in this Agreement, no person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the City, the Community Facilities District, the Developer, and the Security Provider (and their respective successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

25.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

25.8 Assignment. Developer may assign all or any of its rights pursuant to this Agreement to a purchaser of all or any portion of the Developer Property. Such a purchaser and assignee shall, as a condition to taking an assignment of such rights, enter into an assignment and assumption agreement with the City and Developer, in a form reasonably acceptable to Developer and the City, whereby such rights assigned are specified and such purchaser agrees, except as may be otherwise specifically provided therein, to assume the obligations of Developer pursuant to this Agreement and to be bound thereby. A company that acquires all of the assets of the Developer, including ownership of the Developer itself, shall be deemed a successor and shall not require an assignment or assumption agreement to be bound by, and enjoy the benefits of, this Agreement.

25.9 Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

25.10 Construction of Agreement. This Agreement has been reviewed by legal counsel for both the City and Developer and shall be deemed for all purposes to have been jointly drafted by the City and Developer. No presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

25.11 Termination. The provisions of this Agreement related to the acquisition and financing of the Improvements shall terminate and be of no further force or effect if the first series of Bonds for the CFD are not sold within ten years from the date of this Agreement unless extended by agreement of all the Parties. If the City is unable to sell the first series of Bonds for the CFD after diligent, commercially reasonable efforts to do so, this Agreement shall terminate and be of no further force and effect; provided, however, in such event, any collected Special Taxes remaining after the payment of administrative expenses of the CFD and reimbursement to the Developer of CFD formation costs shall be used to pay for Improvements in accordance with this Agreement and Developer shall receive a credit against City Fees otherwise payable to City in the amount so used to pay for City Fee Facility Improvements.

25.12 Attorneys' Fees. In the event of any action or proceeding, including an arbitration or a reference pursuant to Section 638 et seq., of the Code of Civil Procedure brought by any Party against any other under this Agreement, the prevailing Party shall be entitled to recover its actual attorneys' fees and all fees, costs and expenses incurred for prosecution, defense, consultation, or advice in such action or proceeding. In addition to the foregoing, the prevailing Party shall be entitled to its actual attorneys' fees and all fees, costs and expenses incurred in any post-judgment

proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

25.13 Venue and Forum. Any action at law or in equity arising under this Agreement brought by any Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the Parties waive all provisions of law providing for the filing removal or change of venue to any other Court.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written below.

DATED: _____, 2025

CITY OF MURRIETA, a political subdivision
of the State of California

By: _____
Justin Clifton, City Manager

ATTEST:

By: _____
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY FOR THE CITY OF
MURRIETA

By: _____
Tiffany Israel, City Attorney

**CENTURY COMMUNITIES OF
CALIFORNIA, LLC**, a Delaware limited
liability company

By: _____
Name: _____
Its: _____

LIST OF EXHIBITS

- EXHIBIT A - DESCRIPTION OF DEVELOPER PROPERTY
- EXHIBIT B - DESCRIPTION OF COST ESTIMATES
- EXHIBIT C - MISCELLANEOUS IMPROVEMENTS
- EXHIBIT D - DISBURSEMENT REQUEST FORM

EXHIBIT A

DESCRIPTION OF DEVELOPER PROPERTY

Real property in the City of Murrieta, County of Riverside, State of California, described as follows:

All that certain real property situated in the City of Murrieta, County of Riverside, State of California, described as follows:

Parcel 1, as shown on that certain map entitled "Parcel Map No. 38185", filed in Book 257, Pages 85 through 90 of Parcel Maps, in the Office of the County Recorder of Riverside County, State of California.

APN: 900-030-045

EXHIBIT B

DESCRIPTION OF COST ESTIMATES OF THE IMPROVEMENTS ⁽¹⁾

I. CITY FEE FACILITY IMPROVEMENTS.

Estimated Cost of the City Fee Facility Improvements

| <i>Description</i> | <i>Estimated Cost</i> |
|--|----------------------------|
| Law Enforcement | \$63,801 |
| Fire Facilities | 67,932 |
| Streets & Bridges | 582,777 |
| Traffic Signals | 111,690 |
| Storm Drainage | 46,512 |
| General Facilities | 25,704 |
| Park Land Facilities | 466,497 |
| Community Center | 81,549 |
| Public Library | 41,310 |
| Total City Fees Facility Improvements | <u>\$ 1,487,772</u> |

II. CITY IMPROVEMENTS.

⁽¹⁾ Amounts are estimates and subject to change. The Acquisition Price will be funded with Bond proceeds.

EXHIBIT C

DESCRIPTION OF THE MISCELLANEOUS IMPROVEMENTS

School District facilities included in the School District's school fee programs, including but not limited to the following:

| Description | Estimated Cost |
|--|-----------------------------------|
| Statutory School Fees | \$ 1,334,698 |
| CFD Premium | <u>305,447</u> |
| Total Estimated School District Facilities Fees | <u><u>\$ 1,640,145</u></u> |

EXHIBIT D

CFD NO. 2025-4 (RUSTIC MEADOWS) OF THE CITY OF MURRIETA

DISBURSEMENT REQUEST FORM

1. Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta (the "CFD") is hereby requested to pay from the _____ Account, or any applicable account or sub-account thereof, established by the CFD in connection with its 20__ Special Tax Bonds (the "Bonds") to City of Murrieta (the "City") as payee, the sum set forth below:

\$ _____ (the Requested Amount")

2. The Requested Amount represents the payment of City Fees for ___ lot(s) within the boundaries of the CFD (the "Property").

(Tract No. _____, Lot Nos. _____).

Or, City Improvements as supported by attached documentation.

3. The Requested Amount is due and payable, and has not formed the basis of any prior request or disbursement.

4. The City, as payee, is hereby directing payment of the Requested Amount be payable to _____ (the "Developer"), pursuant to the wiring instructions attached hereto.

5. The Requested Amount is authorized and payable pursuant to the terms of the certain Acquisition, Construction and Funding Agreement (the "Agreement") between the City of Murrieta, acting for and on behalf of itself and the CFD and Developer.

6. Capitalized undefined terms used herein shall have the meaning ascribed to them in the Agreement.

Dated:

DEVELOPER:

By: _____

Name: _____

Title: _____

Dated:

CITY OF MURRIETA

By: _____

Its: _____

[ATTACH WIRING INSTRUCTIONS]

**JOINT COMMUNITY FACILITIES AND
SCHOOL FACILITIES MITIGATION AGREEMENT**

BY AND AMONG

**CITY OF MURRIETA,
MURRIETA VALLEY UNIFIED SCHOOL DISTRICT AND
CENTURY COMMUNITIES OF CALIFORNIA, LLC**

**(Community Facilities District No. 2025-4 (Rustic Meadows) of the
City of Murrieta)**

THIS JOINT COMMUNITY FACILITIES AND SCHOOL FACILITIES MITIGATION AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2025, by and among THE CITY OF MURRIETA, a general law city organized and existing under the laws and Constitution of the State of California ("City"), the MURRIETA VALLEY UNIFIED SCHOOL DISTRICT, a California public school district organized and operating pursuant to the applicable provisions of the California Education Code ("School District"), and CENTURY COMMUNITIES OF CALIFORNIA, LLC, a Delaware limited liability company ("Developer").

RECITALS:

A. Developer intends to develop certain real property (the "Property") located within the boundaries of the City and School District, consisting of approximately 9.99 gross acres within Tract Map 38185 (the "Project") to be developed with approximately 153 dwelling units, as more fully depicted in Exhibit "A" attached hereto.

B. The Project will require the payment to School District of all or a part of Statutory School Fees (defined below) required to finance School Facilities (defined below). In lieu of the Statutory School Fees, the Mitigation Amount (as defined below) is expected to be paid to School District, in whole or in part, from Bond Proceeds (defined below) of the hereinafter described Community Facilities District (the "CFD"). The City Facilities (defined below) and School Facilities are sometimes collectively referred to herein as the "Facilities."

C. Pursuant to Developer's request, the City Council of the City is in the process of forming the hereinafter-described CFD pursuant to the Act to finance all or a portion of the Facilities. The City will have responsibility for the formation and administration of the CFD.

D. The City is authorized by Section 53313.5 of the Act to finance, by means of the CFD, the School Facilities. This Agreement constitutes a "joint community facilities agreement" ("JCFA") within the meaning of Section 53316.2 of the Act by and among the City, School District and Developer, pursuant to which the CFD will be authorized to finance the School Facilities. Pursuant to Section 53316.2(b) of the Act, a JCFA may be approved by two or more public agencies prior to the adoption of a resolution authorizing the issuance of bonds. As provided by Section 53316.6 of the Act, City is responsible for constructing, providing, maintaining and operating the City Facilities and the School District is responsible for constructing, providing, maintaining and operating the School Facilities.

E. The provision of the City Facilities and School Facilities is necessitated by the Project, and the Parties hereto find and determine that the residents of the City, School District and CFD will be benefited by the financing of the City Facilities and School Facilities, and that this Agreement is beneficial to the interests of such residents.

ARTICLE I **GENERAL PROVISIONS**

Section 1.1. Recitals

The above recitals are true and correct and are hereby incorporated by this reference.

Section 1.2. Definitions

Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

(a) **"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, commencing with California Government Code Section 53311, *et seq.*

(b) **"Agreement"** means this Joint Community Facilities and School Facilities Mitigation Agreement.

(c) **"Amount per Square Foot"** means 125% of the amount per square foot authorized to be used by the School District to calculate the then applicable Statutory School Fees. As of the date of this Agreement, that amount is \$6.46 (1.25 x \$5.17 per square foot).

(d) **"Assessable Square Feet"** means the square footage within the perimeter of a residential structure, excluding any carport, walkways, garages, overhangs, enclosed patios, detached necessary structures or similar areas. For purposes of determining the Assessable Square Feet of a dwelling unit, the School District may rely on the square footage contained on the building permit issued for the dwelling unit.

(e) **"Bond Proceeds"** shall mean those net funds generated by the sale of the Bonds.

(f) **"Bond Resolution"** means that Resolution, Resolution Supplement, Fiscal Agent Agreement, Indenture of Trust or other equivalent document(s) providing for the issuance of the Bonds.

(g) **"Bonds"** shall mean those bonds, or other securities, issued by, or on behalf of the CFD, as authorized by the qualified electors within the CFD.

(h) **"Certificates of Compliance"** means those certificates issued by School District pursuant to Education Code Section 17620(b) to Developer certifying that Developer has paid the Deposit in order to obtain a building permit for a dwelling unit.

(i) **"CFD"** means Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta.

(j) **"City Facilities"** means the right of way of acquisition, streetlight, flood control, storm drainage, landscape and irrigation, environmental mitigation purchase, library, park, law enforcement, fire, streets and bridges, traffic, administration and community center facilities, and other public facilities of the City, including the foregoing public facilities which are included in the City's fee programs with respect to such facilities and authorized to be financed under the Act.

(k) **"Deposits"** shall mean all amounts advanced to School District by Developer prior to the issuance and sale of the Bonds, as security for the future payment, with Bond Proceeds, of the Statutory School Fees due in connection with Certificates of Compliance issued by School District for dwelling units within the Project prior to the issuance and sale of the Bonds and the funding of the School Fee Fund.

(l) **"Disbursement Request"** means a request for payment relating to School Facilities in the form attached hereto as Exhibit "B."

(m) **"Mitigation Amount"** means for each dwelling unit within the Project, the Amount per Square Foot multiplied by the Assessable Square Feet of the dwelling unit.

(n) **"Party"** or **"Parties"** shall mean any one or all of the parties to this Agreement and the CFD.

(o) **"Rate and Method"** means the Rate and Method of Apportionment of the Special Tax authorizing the levy and collection of special taxes within the CFD pursuant to proceedings undertaken for the formation of the CFD pursuant to the Act.

(p) **"School Facilities"** means those TK-12 school sites, preschool facilities, school facilities, including classrooms, on-site office space at a school, central support and administrative facilities, interim housing, furniture, equipment, technology, buses, and transportation facilities needed by School District in order to serve the student population to be generated as a result of development of the property within the CFD, and also includes costs associated with the maintenance and operation of school facilities in accordance with the Act.

(q) **"School Fee Fund"** means the fund(s), account(s) or sub-account(s) of the CFD (regardless of its designation within the Bond Resolution) into which a portion of the Bond Proceeds may be deposited in accordance with the Bond Resolution to finance the School Facilities.

(r) **"Statutory School Fees"** means the then-current applicable fee levied on new residential development as "Level 1" Fees pursuant to Education Code Section 17620 and Government Code Sections 65995 et seq. or as "alternative school fees" pursuant to Government Code Section 65995.5 (also known as "Level 2 Fees").

(s) **"State"** means the State of California.

(t) **"Special Taxes"** means the special taxes authorized to be levied and collected pursuant to the Rate and Method.

ARTICLE II
FORMATION OF THE CFD AND ISSUANCE OF BONDS

Section 2.1. Formation of the CFD

The City, pursuant to the written request of the Developer, initiated proceedings pursuant to the Act for the formation of the CFD, the authorization of the Special Taxes within the CFD and the authorization of Bonds on behalf of the CFD, with the qualified electors approving the levy of the Special Taxes and the sale of the Bonds.

Section 2.2. Statutory School Fee Deposits

Subsequent to the execution of this Agreement and prior to School District's receipt of Bond Proceeds, Developer may obtain Certificates of Compliance for dwelling units within the Project by posting Deposits equivalent to the Statutory School Fees due with respect to such dwelling units.

Deposits posted prior to the issuance of Bonds will be held unexpended by School District and then released to Developer upon the sale of Bonds to the extent the Mitigation Amounts for such dwelling units have been satisfied by the deposit of Bond Proceeds in the School Fee Fund. After the issuance of the last series of Bonds (other than Bonds issued for refunding purposes only), to the extent that all Bond Proceeds deposited into the School Fee Fund are not sufficient to satisfy the Mitigation Amounts for such dwelling units, the portion of the Deposits not satisfied with Bond Proceeds shall be retained and used by School District to construct School Facilities.

Section 2.3. Issuance and Sale of Bonds

The City Council of the City, acting as the legislative body of the CFD, may, in its sole discretion, in accordance with its adopted policies, adopt the Bond Resolution and issue the Bonds. Prior to the City Council of the City adopting the Bond Resolution, Developer shall notify School District, as soon as practicable, of: i) the estimated issuance date for the Bonds and ii) the estimated amount of proceeds to be deposited in the School Fee Fund. Such initial notification to District shall include a copy of the proposed financing schedule and, when available, information (including pricing information) relating to the sale of the Bonds.

Section 2.4. Bond Proceeds

In the event that the CFD is formed and Bonds are issued, the City, or the CFD (as may be applicable), and Developer shall determine the amount of Bond Proceeds to be deposited into the School Fee Fund or any applicable accounts or subaccounts thereof. The Parties hereby acknowledge and agree that, in the event Bonds are issued, Bond Proceeds, to the extent available after the funding of the City Facilities, will be utilized to fund School Facilities in an amount up to the Mitigation Amount for all dwelling units planned for the Project, and prior to and with priority over the funding of fees and facilities of any other public agency participating as a joint community facilities agreement partner with the CFD. As Bond Proceeds are deposited in the School Fee Fund, Developer shall receive an Assessable Square Feet credit calculated by dividing the amount deposited into the School Fee Fund by the Amount per Square Foot as of the date of issuance of the Bonds. The purpose of this Agreement is to provide a mechanism by which the CFD may levy Special Taxes and issue Bonds to provide a source of funds to finance School Facilities in lieu of the payment of Statutory School Fees. In the event that Bond Proceeds, including investment earnings thereon, are not available or

sufficient to satisfy the obligation, then Developer shall remain obligated to satisfy the Mitigation Amount due to School District.

Section 2.5. Assessable Square Feet Credit Account

(a) After being notified by Developer that Bond Proceeds have been deposited into the School Fee Fund, School District will establish a credit account ("Credit Account") in the amount of Assessable Square Feet for which the Mitigation Amount is deemed satisfied. Such determination shall be made by dividing the amount deposited in the School Fee Fund by the Amount per Square Foot as of the date of issuance of the Bonds.

(b) Once established, School District shall deduct from the Credit Account the Assessable Square Feet of dwelling units for which Deposits had been made pursuant to Section 2.2 and return the corresponding Deposits to Developer. If such deduction would result in a negative balance within the Credit Account, School District shall retain a portion of the Deposits such that when added to the Bond Proceeds deposited in the School Fee Fund would result in a balance of zero (0) Assessable Square Feet within the Credit Account. Such retained Deposits may then be used by School District to fund School Facilities.

(c) Developer may obtain Certificates of Compliance for dwelling units within the Project by requesting that School District deduct from the Credit Account the Assessable Square Feet of the dwelling unit for which the Certificate of Compliance is being sought. In the event that there is an insufficient balance in the Credit Account to cover a request for a Certificate of Compliance, Developer may only obtain a Certificate of Compliance by paying the remaining Mitigation Amount in cash.

Section 2.6. Disbursements for School Facilities

(a) From time to time following the funding of the School Fee Fund, School District may notify the City in writing and request a disbursement from the School Fee Fund to fund School Facilities by executing and submitting an executed Disbursement Request to the City. Upon receipt of such Disbursement Request completed in accordance with the terms of this Agreement, the CFD shall wire transfer or otherwise pay to School District, or the designated payee as identified by the School District, such requested funds to the extent that Bond Proceeds are available in the School Fee Fund for such purpose.

(b) School District agrees that prior to submitting a Disbursement Request requesting payment from the CFD, it shall review and approve all costs included in its request and will have already paid or incurred such costs of School Facilities from its own funds subsequent to the date of this Agreement or will disburse such amounts to pay the costs of School Facilities following receipt of funds from the CFD. In the event that School District does not disburse any Bond Proceeds received by it to third parties within five banking days of receipt, it will trace and report to the CFD all earnings, if any, earned by School District, from the date of receipt of such Bond Proceeds by School District to the date of expenditure by School District for capital costs of the School Facilities. School District agrees that in processing the above disbursements it will comply with all legal requirements for the expenditure of Bond Proceeds under the Internal Revenue Code of 1986 and any amendments thereto.

Section 2.7. Responsibility for Mitigation Amounts

(a) The Parties hereto acknowledge and agree that the final responsibility for the payment of the Mitigation Amount for each dwelling unit within the Project lies with Developer.

(b) If the amounts derived from Bond Proceeds for School Facilities deposited in the School Fee Fund, including investment earnings thereon, if any, are not sufficient to fund the total cost of the Mitigation Amounts, the Parties hereto agree that all responsibility and liability for the amount of such shortfall shall be and remain with Developer, and shall not lie with the CFD, School District, or the City.

(c) School District agrees to utilize or apply funds provided to it by the CFD, in accordance with the Act, the Local Agency Special Tax and Bond Accountability Act (described in Section 4.1 hereof), the requirements of federal tax law compliance with which is necessary in order for interest on the Bonds to be excluded from the gross income of the recipients for federal income tax purposes and other applicable law, and as set forth herein.

(d) School District shall indemnify, defend, and hold harmless, the City and the CFD for any act or omission of the School District with respect to this Agreement; provided, however, that the School District shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their officers, agents or employees.

Section 2.8. Mitigation of Statutory School Fee Obligations of Project

Developer and School District agree that payment of the Mitigation Amount to School District with respect to any dwelling unit within the Project, whether with Bond Proceeds or otherwise, shall constitute full mitigation of the obligations due School District in connection with the issuance of a Certificate of Compliance with respect to such dwelling unit.

School District shall have no obligation, responsibility, or authority with respect to the issuance and sale of the Bonds, the Bond Proceeds available to finance the construction of School Facilities, the payment of the principal and interest on the Bonds, or for the levy of the Special Taxes to provide for the payment of principal and interest thereon. The City shall have the sole authority and responsibility for all such matters.

The Parties hereto specifically agree that, except as otherwise provided for in Section 2.4, the liabilities of the CFD, including liabilities, if any, of the CFD pursuant to the documents providing for the issuance of Bonds, including the Bond Resolution, shall not be or become liabilities of School District.

Section 2.9. Waiver of State and Local Funding Credits and Right to Protest

In consideration of School District's agreement with respect to the Project to accept the Mitigation Amounts as full mitigation of the impact of the students generated by the Project upon the School Facilities, and provided School District does not breach such agreement, Developer agrees to waive all past, present and future credit against, or fair share reduction in, Mitigation Amounts based upon State matching funding provided to School District or the proceeds from a District-wide special tax or general obligation bond authorization, or School Facilities Improvement District ("SFID") bond authorization for school facilities. In addition, Developer knowingly waives its right of protest as may be afforded by Government Code Section 66020 or any other provision of law, so long as School District is not in breach of this Agreement.

Section 2.10. Developer Advance

Within ten (10) business days of execution of this Agreement by School District, if not previously provided, Developer agrees to deposit with School District the amount of Fifteen Thousand Dollars (\$15,000) to be used to advance fund School District's costs in entering into and administering the terms of this Agreement. Such advance by Developer may be reimbursed from the proceeds of the sale of the Bonds, but under no circumstances shall School District or the City be obligated to pay Developer from any other source of funds. Should this Agreement not be approved for any reason, any remaining balance of the amounts advanced by Developer pursuant to this Section shall be refunded to Developer upon written notice to School District from City or Developer that that this Agreement will not be approved and after application of such advance to the payment of District's costs incident to entry into this Agreement, including without limitation, legal fees associated with the negotiation hereof.

Section 2.11. Administration of the CFD

The City shall have the power and duty to provide for the administration of the CFD, subject to the terms hereof and the Bond Resolution, including employing and compensating all consultants and providing for the various other administration duties set forth in this Agreement. It is understood and agreed by Parties hereto that School District was not or will not be considered a participant in the proceedings relative to formation of the CFD or the issuance of the Bonds, other than as a Party to this Agreement.

**ARTICLE III
TERM AND TERMINATION**

Section 3.1. Effective Date

This Agreement shall become effective and of full force and effect as of the date ("Effective Date") it is approved and executed by the last of the Governing Board of School District, Developer and the City Council of the City, to be confirmed by the execution hereof by the authorized representatives of the Parties hereto.

Section 3.2. Termination

If the CFD is unable to complete the sale of the Bonds prior to January 1, 2040, any obligation of the Parties, if any, to finance all or any portion of the Mitigation Amounts with CFD bond proceeds pursuant to this Agreement shall automatically terminate and be of no further force or effect. In such event, School District shall retain all Deposits related to the dwelling units within the Project for which Certificates of Compliance were issued based upon the posting of such Deposits; thereafter, in order to obtain an additional Certificate of Compliance for a unit within the Project, Developer shall be required to pay School District the Mitigation Amount for such unit.

**ARTICLE IV
ARTICLE IV ADDITIONAL GENERAL PROVISIONS**

Section 4.1. Recordkeeping; Inspection of Records

School District hereby agrees to keep and maintain full and accurate records of all amounts, if any, paid to School District for Deposits, Mitigation Amounts and investment earnings thereon and the City or CFD, or the Fiscal Agent on their behalf, hereby agrees to keep

and maintain full and accurate records of all amounts, and investment earnings, if any, disbursed to School District from the School Fee Fund. Each Party further agrees to make such records available to any other Party hereto, including Developer, during normal business hours upon reasonable prior notice. All such records shall be kept and maintained by the appropriate Party as provided by applicable law and their respective policies. School District and Developer agree that they will cooperate with the CFD and the City in providing documentation, reports or other data reasonably required and requested by the City or the CFD in meeting the reporting requirements of the CFD under Sections 50075.1, 50075.3, and 50075.5 and Article 1.5 (commencing with Section 53410) of Chapter 3 of Part 1 of Division 2 of Title 5 of, the Government Code (collectively, the "Local Agency Special Tax and Bond Accountability Act"). School District's reporting obligations pursuant to this Section shall be limited to providing reports or other data detailing the following: (A) the amount of CFD funds received by School District to fund School Facilities, (B) the amount of such CFD funds deposited in separate funds or accounts of School District reflecting Deposits, Mitigation Amounts and the number of dwelling units for which such amounts apply, and (C) School Facilities that have been acquired or constructed, in whole or in part, with CFD funds. School District's reporting obligation shall terminate when all CFD funds have been disbursed from the School Fee Fund, or from any account or subaccount thereof that has been allocated Bond Proceeds to finance Mitigation Amounts, and School District has provided to the City a report for the last disbursement received by School District. If no CFD funds have been received by School District or used to finance School Facilities since the previous report, no report shall be required to be delivered by School District and the City may rely upon the previous reports so delivered.

Section 4.2. Partial Invalidity

If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 4.3. Successors and Assigns

Developer may assign its rights pursuant to this Agreement to a purchaser of the Property, or any portion thereof, and such purchaser, assignee and property owner shall assume the obligations of Developer pursuant to this Agreement and to be bound thereby. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

Section 4.4. Notice

Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party or other person shall be deemed to have been received when personally delivered or upon deposit of the same in the United States Post Office registered or certified, postage prepaid, addressed as follows:

City: City of Murrieta
1 Town Square
Murrieta, CA 92562
Attention: Director of Finance

With a copy to: Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Attention: Brian Forbath, Director of Finance

School District: Murrieta Valley Unified School District
41870 McAlby Court
Murrieta CA 92562
Attention: Deputy Superintendent, Business and Operations

With a copy to: Dannis Woliver Kelley
750 B Street, Suite 2600
San Diego, CA 92101 Attention: Karina Samaniego, Esq.

Developer: Century Communities of California, LLC
4695 MacArthur Court, Suite 300
Newport Beach, CA 92660
Attention: Justin Brewer, Executive Vice President

With a copy to: O'Neil LLP
19800 MacArthur Blvd., Suite 650
Irvine, CA 92612
Attention: John P. Yeager, Esq.

Each Party can change its address for delivery of notice by delivering written notice of such change or address to the other Parties within ten (10) calendar days prior to such change.

Section 4.5. Captions

The captions to Sections used herein are for convenience purposes only and are not part of this Agreement.

Section 4.6. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and performed in said State.

Section 4.7. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this Agreement.

Section 4.8. Amendments

This Agreement may be amended or modified only in writing executed by the authorized representative(s) of each of the Parties hereto.

Section 4.9. Section 4.9 Waiver

The failure of any Party hereto to insist on compliance within any of the terms, covenants or conditions of this Agreement by any other Party hereto, shall not be deemed a

waiver of such terms, covenants or conditions of this Agreement by such other Party, nor shall any waiver constitute a relinquishment of any other right or power for all or any other times.

Section 4.10. Cooperation and Execution of Documents

The Parties hereto agree to complete and execute any further or additional documents which may be necessary to complete or further the terms of this Agreement.

Section 4.11. Attorneys' Fees

In the event of the bringing of any action or suit by any Party against any other Party arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the losing Party all costs and expenses of suit, including reasonable attorneys' fees.

Section 4.12. Section 4.12 Exhibits

The following exhibits attached hereto are incorporated into this Agreement by reference.

| <u>Exhibit</u> | <u>Description</u> |
|----------------|---------------------------|
| "A" | Property Depiction |
| "B" | Disbursement Request Form |

Section 4.13. Signatories

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

Section 4.14. Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Community Facilities and School Facilities Mitigation Agreement as of the day and year written above.

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Dr. Ward Andrus, Superintendent

ATTEST:

By: _____
Eleanor Briggs, Clerk of the Board of Education
of the Murrieta Valley Unified School District

Developer:

CENTURY COMMUNITIES OF CALIFORNIA, LLC,
a Delaware limited liability company

By: _____
Name:
Its:

CITY OF MURRIETA

By: _____
Justin Clifton, City Manager

ATTEST:

By _____
Cristal McDonald, City Clerk

EXHIBIT "A"
PROPERTY DEPICTION

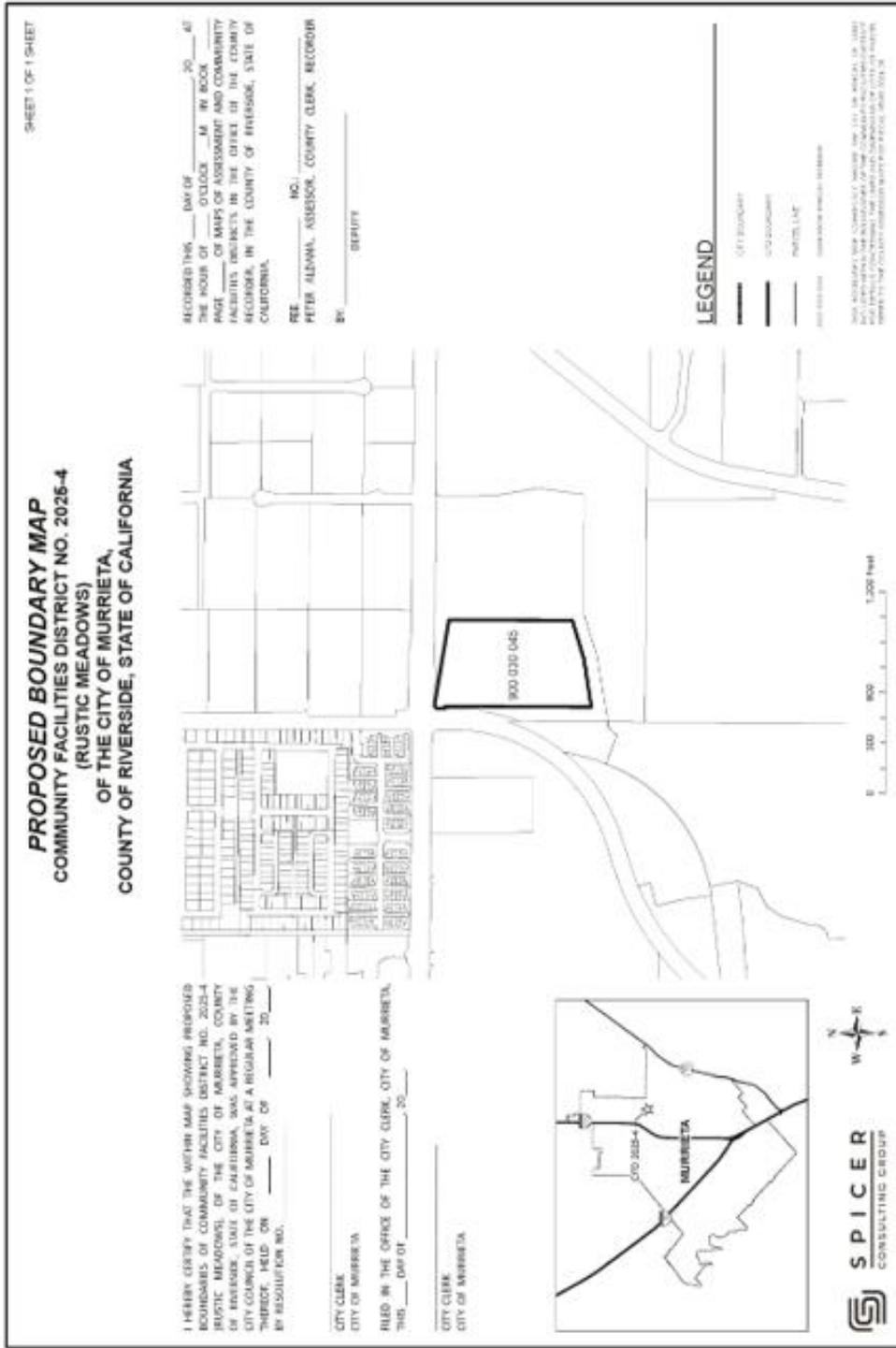


EXHIBIT "B"

DISBURSEMENT REQUEST FORM

1. Community Facilities District No. 2025-4 (Rustic Meadows) of the City of Murrieta ("CFD No. 2025-4") is hereby requested to pay from the School Fee Fund, or any applicable account or subaccount thereof, established by CFD No. 2025-4 in connection with its Special Tax Bonds (the "Bonds") to Murrieta Valley Unified School District ("MVUSD"), as payee, the sum set forth below:

\$ _____ (the "Requested Amount")

2. The Requested Amount is due and payable, has not formed the basis of any prior request or disbursement and is being made with respect to the obligation of the Property to pay Mitigation Amounts to _____ ("Payee") as detailed below:

Payment Instructions: _____

3. The Requested Amount is authorized and payable pursuant to the terms of that certain Joint Community Facilities and School Facilities Mitigation Agreement, dated as of _____, 2025, by and among Murrieta Valley Unified School District, Century Communities of California, LLC, a Delaware limited liability company, and the City of Murrieta (the "JCFA"). By requisitioning Bond proceeds as described above, MVUSD is not passing upon, determining or assuming the tax-exempt status of the Bonds for federal or California income tax purposes.

4. Capitalized undefined terms used herein shall have the meanings ascribed to them in the JCFA.

Date: _____

Murrieta Valley Unified School District

By: _____



CITY OF MURRIETA

City Council Meeting Agenda

Report

7/15/2025
Agenda Item No. 22.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Kimberly Ramirez, Deputy City Clerk

SUBJECT: Appointment to the Unscheduled Vacancy of the Planning Commission

RECOMMENDATION

Conduct an interview for the one Planning Commission vacancy; and

Appoint a Regular Member of the Planning Commission, term ending December 2028; OR

Take another action the City Council deems appropriate.

PRIOR ACTION/VOTE

On January 21, 2025, the City Council voted to appoint 2 regular members and 1 alternate member to the Planning Commission (Vote: 4-1).

On January 21, 2025, the City Council eliminated the City Council Ad-Hoc Appointments Subcommittee (Vote: 5-0).

CITY COUNCIL GOAL

Foster and promote an engaged, connected and caring community.

DISCUSSION

The City of Murrieta (City) has five (5) active commissions and committees, each one focusing on a specific subject matter to advise and provide recommendations to the City Council. The Planning Commission's (Commission) membership composition consists of five (5) Regular Members and two (2) Alternate Members. The primary purpose of the Commission is to focus on the physical environment within the City. It conducts public hearings and makes decisions or recommendations about development on behalf of the City Council. It also makes recommendations to the City Council on General Plan amendments, specific plans and zone changes (MMC 2.44.015).

During the annual scheduled vacancy appointments, and in accordance with City Council Policy No. 100-7,

the City Council appointed the following two regular members through December 2028, and an Alternate No. 1 Member through December 2026:

1. Tom Beamish, Regular Member (term December 31, 2028)
2. Michael DeSena, Regular Member (term December 31, 2028)
3. Sara Halvorson Saha, Alternate 1 Member (term December 31, 2026)

On May 12, 2025, Tom Beamish provided his immediate resignation, advancing Alternate No. 1 to fulfill the vacancy through 2028. Unfortunately, the alternate is currently unable to serve as a Regular Member at this time but will remain as the Alternate No. 1 member.

The City Clerk posted and published a Call for Applications, reached out to all active applicants on file for the Commission, and conducted public outreach at a City event. Since the application period closed, and the City Council requested to interview all interested applicants, the City Council will review, interview, and appoint one Regular Member with a term ending December 31, 2028.

The City received interest from three applicants; however, two applicants were found to be ineligible as they reside outside of City boundaries. The single applicant to be interviewed is John Rose. The applicant has been informed of the Commission interview taking place during the July 15, 2025, City Council meeting and was encouraged to attend. The applicant also understands that participating in the Commission requires applicants to know, appreciate, and comprehend public issues and concerns related to the City, as expected of someone who has resided in the City for at least three years.

FISCAL IMPACT

None.

ATTACHMENTS

None*

*All Commission and Committee applications are on file with the City Clerk and can be viewed by contacting (951) 461-6030. Non-redacted applications have been provided to the City Council under separate cover and in advance of the July 15, 2025, City Council meeting.