CITY OF REDLANDS

CITY COUNCIL

A G E N D A

OCTOBER 15, 2024

EDDIE TEJEDA
Mayor

PAUL T. BARICH
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MARIO SAUCEDO
Council Member

***

JEANNE DONALDSON
City Clerk

PHILLIP DOOLITTLE
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

5:00 p.m. Open Public Meeting, Public Comment (Closed Session)
6:00 p.m. Open Session (Public Meeting)

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City Council Chambers
Civic Center, 35 Cajon Street, Redlands, California

A G E N D A

The following information comprises the agenda for the regular meeting of the City Council of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, OCTOBER 15, 2024

To join via Zoom on a computer, laptop, or smart device
Please visit www.zoom.us, click on Join a Meeting
Enter the **Meeting ID 824 4618 0187**, then run the Zoom launcher
To join via Zoom with audio only (cell phone or landline):
Dial **1-877-853-5247**
Enter the **Meeting ID 824 4618 0187**

Should the City lose connectivity on Zoom, we will halt the meeting until it can be restored. To check on the status of remote connectivity in the event of an outage, go to the City's website at www.cityofredlands.org or to the City's Facebook page at @CityofRedlands or the Instagram page at @CityofRedlands_CityHall.

In the event the City cannot reestablish Zoom connectivity in a reasonable amount of time, the mayor will adjourn the meeting to a future date.

***PLEASE NOTE**:* Anyone desiring to speak on an agendized item at this meeting may do so during the consideration of that item. Due to time constraints and the number of persons who may wish to give oral testimony, public comments will be limited to three (3) minutes.

- **To provide comment while participating from Council Chambers:**
  - Although it is not required, speakers are encouraged to submit a "Speaker Sign Up Sheet" before the meeting is convened. Forms are available in the Office of the City Clerk or in Council Chambers.
  - After the meeting has convened, you may place the speaker form in the basket at the table along the north wall of the Chambers. Please do not disturb the City Clerk while the meeting is in progress.

- **To provide comment through Zoom (on a computer, laptop, or smart device)**:
  - Click the "Raise Hand" button and the moderator will unmute you when it is your turn to speak

- **To provide comment via audio only (cell phone or landline)**:
  - Dial *9 to "Raise Hand". The moderator will identify you by your area code and last 3 numbers of your telephone number when it is your turn to speak.



PLEASE SILENCE CELL PHONES, PAGERS AND OTHER ELECTRONIC COMMUNICATION DEVICES UPON ENTERING THE CHAMBERS

5:00 P.M.

A. **Call City Council Meeting to Order.**

B. **Public Comment**
(Any person wishing to provide public comment on a closed session matter may do so at this time.)

Recycled Paper

C. **Recess City Council Meeting to a Closed Session**

1. Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Garcia)
One Case:
a. Holzer v. City of Redlands, et al., San Bernardino Superior Court, Case No. CIVSB2322787

2. Conference with real property negotiators - Government Code §54956.8
(Assistant City Manager Boatman)

Property:	APN: 0169-321-03-0000
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager
Negotiating Party:	Jason Hill, Deputy Superintendent; Redlands Unified School District
Under Negotiation:	Terms of payment and price of possible sale of real property by the City.

6:00 P.M.

D. **Reconvene City Council Meeting**

E. ***Invocation by Council Member Guzman-Lowery***
Pledge of Allegiance by Boy Scout Troop #44, and Troop Leader John Hinkleman
(In keeping with long-standing traditions of legislative invocations, this City Council meeting may include a brief invocation. Such invocations are not intended to proselytize or advance any one, or to disparage any other, faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.)

F. **Closed Session Report**
(No reportable action taken in closed session unless otherwise announced by the City Attorney at this time.)

G. **Presentations**

1. Presentation of the Hindu Heritage Month Proclamation to Roop Goyal, Human Relations Commissioner and Members of the Hindu Community (Mayor Tejeda)

H. **Public Comment - City Council**
(At this time, the City Council will provide an opportunity for the public to address them on any subject, within the jurisdiction of the City Council, which is not already scheduled on this agenda. However, any matter that requires action will be referred to staff for a report and possible action at a subsequent meeting. Comments will be limited to three {3} minutes.)

I. **Consent Calendar**
(The following routine items have been recommended for approval and will be acted upon simultaneously unless separate discussion and/or action is requested by a Councilmember or a member of the audience.)

1. Approve regular meeting minutes of October 1, 2024 (City Clerk Donaldson)

2. Authorize issuance of a Proclamation declaring the month of October 2024 Hindu Heritage Month in the City of Redlands (Mayor Tejeda)

Recycled Paper

3. Authorize issuance of a Proclamation Declaring October 20-26, 2024 as Childhood Lead Poisoning Prevention Week (Mayor Tejeda)

4. Disclosure and Approval of Settlement Agreement and General Release of All Claims - Sedlick v. City of Redlands et al.; United States District Court Case No. 5:23-cv-00457-JGB (SPx) and authorizing the City Manager to execute the Settlement Agreement (City Attorney Garcia)

5. Approve the agreement with Decor IQ, LLC for holiday decor and installation services for the downtown area in an amount not-to-exceed $180,186 and determine that the approval of the agreement is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

6. Approve an Agreement with Babcock Laboratories, Inc. for laboratory testing and analysis for the California Street Landfill for an amount not-to-exceed $52,836 and determine that approval of this agreement is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

7. Approve the request to hold The Redlands Turkey Trot event hosted by Phoenix Hope International on November 28, 2024, within Sylvan Park and the surrounding area; authorize street closures related to the event; approve a request for in-kind support in the amount of $14,536 related to the event and determine that the approval of the request is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

8. Approve the request for in-kind support in the amount of $20,703 relating to the Redlands Veterans Day Celebration event hosted by the Redlands Hometown Heroes Foundation on November 11, 2024; approve the request to close E. Citrus Ave., Eureka St., W. State St., Center St., and Redlands Blvd. for the event; authorize the request for the sale and consumption of alcoholic beverages in Jennie Davis Park during the event; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311 of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

9. Approve the use of city resources and the request for in-kind support in the amount of $25,778 related to the New Year's Eve Orange Drop event hosted by the Redlands Chamber of Commerce on December 31, 2024; and that this item is categorically exempt from environmental review pursuant to Section 15311 (c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

10. Approve an intergovernmental purchase of VMware support and licensing from Sidepath in the amount of $30,660 per year with a three-year commitment, totaling $91,980 over three years (Management Services/Finance Director Garcia)

11. Approve the Cooperative Agreement Time Extension with the San Bernardino County Transportation Authority (SBCTA) for the Interstate 10/Alabama Street Improvement Project and determine that approval of a Third Amendment to the Cooperative Agreement with SBCTA is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

12. Adopt Resolution No. 8632 establishing time-restricted parking zones on Columbia Street between Colton Avenue and Sun Avenue and determine that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

Recycled Paper

13. Approve the Third Amendment to the Non-Professional Services Agreement with TESCO Controls, LLC for the Water Distribution System Supervisory Control and Data Acquisition (SCADA) Upgrade Project to extend the project time for completion to June 30, 2025 and determine that approval of a Third Amendment to the Non-Professional Services Agreement with TESCO Controls, LLC is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

14. Adopt Resolution No. 8637 in support of Proposition 36, the Homelessness, Drug Addiction and Theft Reduction Act (Police Chief Tolber)

J. **Communications**

1. Discussion and possible action concerning Resolution No. 8635 in support of Proposition 4: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Mayor Tejeda and Council Member Saucedo)

2. ARPA update and request for reprogramming of ARPA funds to be obligated by December 31, 2024 (City Manager Duggan)

K. **New Business**

1. Consideration of a Memorandum of Understanding Regarding Planning and Funding of the Santa Ana Wash Wildland Trails between the City of Highland, City of Redlands and the San Bernardino Valley Water Conservation District (Development Services Director Desatnik)

2. Consideration of an agreement with American Landscape and Maintenance, Inc. for turf mowing contractual services within City parks and medians for a term of three years in the amount not-to-exceed $566,624 and determine that approval of the agreement is exempt from environmental review pursuant to Section 15301(h) of the State's Guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

3. Consideration of a First Amendment to the Professional Services Agreement with ALS Group USA, Corp. to revise the annual compensation to $109,000, with options to extend for two (2) additional one-year terms, for a total potential amount not-to-exceed $327,000 and determine that approval of a First Amendment to the Professional Services Agreement with ALS Group USA, Corp. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

4. Consideration of an agreement with CelPlan Technologies, Inc to provide a new video management solution including wireless network infrastructure equipment and maintenance services for an initial term of $1,158,006.29, with an option for four additional extension terms, bringing the total compensation during the initial term and four extension terms to an amount not-to-exceed $2,131,048.93 and determine that approval of the Professional Services Agreement with Cel Plan Technologies, Inc is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Management Services/Finance Director Garcia)

5. Consideration of an Agreement with Tyler Technologies, Inc. for five years, for an amount not to exceed $586,526, for Software Maintenance and Support of the City's Enterprise Resource Planning System (Management Services/Finance Director Garcia)

Recycled Paper

L. **Individual Council Member Announcements and/or Reports on Activities**
(No collective discussion or action.)

M. **Adjournment**
The next regular meeting of the City Council will be held on November 19, 2024.

If you challenge any proposed development entitlement listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Goutam Dobey, of the Municipal Utilities and Engineering Department at (909) 798-7584 ext 2. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

(28 CFR 35.102-35.104 ADA Title II)

Any writings or documents distributed to a majority of the City Council regarding an open session agenda item less than 72 hours before this meeting are available for public inspection at the City Clerk's Office or at the dais of the City Clerk once the open session begins.

Staff reports or other written documentation relating to items referred to on the agenda are available at the A. K. Smiley Public Library, 125 West Vine Street, Redlands, California, and on the City's website referenced below.

Regular meetings are televised live on Redlands TV Channel 3 (Spectrum) and Channel 35 (Frontier) and re-broadcast at 7:00 P.M. the following Wednesday, Friday and Sunday; and at 9:00 A.M. Thursday, Saturday and Monday. Meetings are also streamed live and archived for later viewing on demand on the City's website at www.cityofredlands.org. Agendas, staff reports and minutes of the City Council of the City of Redlands are available online at: www.cityofredlands.org.

Recycled Paper

City Council Meeting **I. 1.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve regular meeting minutes of October 1, 2024 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of October 1, 2024.

Attachments

Meeting Minutes of October 1, 2024

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on October 1, 2024 at 5:00 P.M.

Present: Eddie Tejeda, Mayor
Paul Barich, Mayor Pro Tempore
Denise Davis, Council Member
Jenna Guzman-Lowery, Council Member
Mario Saucedo, Council Member

Staff: Charles M. Duggan, Jr., City Manager; Albert Maldonado, Special Counsel; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Stephen Crane, Deputy Police Chief; Tabitha Crocker, Facilities and Community Services Director

Mayor Tejeda called the meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. He offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

Raising Questions - Steve Rogers wondered why the City Manager's contract was being considered at this time, when the current contract was not set to expire until January 31, 2026. He said the Council should table this matter until after the election when the new council members will be sworn in and until the timing is more appropriate.

CLOSED SESSION

a. Conference with Labor Negotiator – Government Code §54957.6
(Assistant City Manager McConnell)

Agency Negotiators:	Mayor Tejeda and Mayor Pro Tempore Barich
Unrepresented Employees:	City Manager

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Mayor Tejeda. The Pledge of Allegiance was conducted by Crafton Elementary School Students.

CLOSED SESSION REPORT

Special Counsel Albert Maldonado announced that the City Council gave direction to make two changes to the City Manager's proposed Employment Agreement, as provided in Agenda Item L-1, under New Business. The two changes included the following: 1) Effective January 15, 2025, the annual base salary shall increase to $315,000; and 2) Effective the first payroll period following July 1, 2025, Employee will receive a two percent (2%) increase to salary over the prior year. The Council will consider the proposed Employment Agreement, with the changes, during New Business.

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Kennel Attendant Hailey Stuck introduced "Ghost", a three-year-old male German Shepherd, who is available for adoption, along with fifty-two other dogs and fourteen cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been nineteen dogs and sixteen cats adopted in September 2024. She added the shelter was full and in urgent need of fosters and adopters and all fees will be waived.

Proclamation Recognizing Dr. Leonard Sigdestad

Council Member Davis and Mayor Pro Tem Barich presented a Proclamation to Dr. Leonard Sigdestad in recognition of his 55 years of caring for animals of all shapes and sizes in and around the Inland Empire and for his lifelong dedication to community service, veterinary medicine, and animal welfare.

PUBLIC COMMENT

Crystal Springs Well Installation - Steve Rogers referenced an email sent to the City Council earlier in the day, voicing concerns about what he said was an illegal well installation that was harvesting spring water from Crystal Springs Ranch. He said the Conditional Use Permit (CUP) had expired, so he was confused why the property owner would not be required to apply for a new CUP before obtaining a new well installation permit from the County. Assistant City Manager Boatman clarified that the CUP had expired, but one is no longer required for the property. The property owner has met the requirement to obtain a ministerial use permit.

Introductions - Dr. Hillary Jenkins, of the San Bernardino Valley Water Conservation District introduced herself as the newly appointed District Representative for northeast Redlands.

Valley Water District Incentive Funds - David Armstrong wondered why the City of Redlands did not send a representative to receive an incentive check from the San Bernardino Valley Water District designated for those users who conserve water. It was announced that Redlands had been granted $340,000 through the program, but he said no Council Member or staff member was present at the meeting. Director Harris explained he and his staff had planned to attend and accept the check, but they were not notified of a scheduling change, so unfortunately, they missed the meeting.

Various Musings - Dennis Bell complained that the state was at it again with the recent ban on plastic bags from being offered at grocery stores. He was not pleased the City was searching for a Sustainability Manager and thought public funds should not be used on cultural and social issues, but instead on public safety. He drew attention to recent unsafe conditions with cyclists on city sidewalks, saying he had almost been hit by a cyclist himself.

Social Media Accessibility - Kathy Sadanala pushed for Mayor Tejeda to be more transparent with his social media accounts and allow people to engage and open a dialogue.

Candidate Forum Comments - Michael Paisner thanked Mayor Pro Tem Barich for being more selective about endorsing candidates. But he was troubled with certain responses made by candidate Eddie Tejeda at a recent Candidate Forum.

CONSENT CALENDAR

Minutes

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the regular meeting minutes of September 17, 2024.

Vote: 5 - 0 Passed

Proclamation Recognizing Dr. Leonard Sigdestad

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, the issuance of a Proclamation recognizing Dr. Leonard Sigdestad's 55 years of caring for animals of all shapes and sizes in and around the Inland Empire and for his lifelong dedication to community service, veterinary medicine, and animal welfare.

Vote: 5 - 0 Passed

Human Relations Commissioner Appointment

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, Roya Damsaz to serve the remainder of a four-year term on the Human Relations Commission ending October 18, 2026.

Vote: 5 - 0 Passed

MOU First Amendment Victorville Fire Department

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the First Amendment to the Memorandum of Understanding with the City of Victorville for the loan of a Fire Tiller Truck to Victorville Fire Department. On March 5, 2024, the Redlands Fire Department agreed to lend their available tiller truck to Victorville for training, but since that time, the Victorville Fire Department has also asked to use the Tiller Truck for emergency responses, in addition to its

original training purpose.

Vote: 5 - 0 Passed

Acceptance of National Opioid Settlement Funds

Fire Chief Sessler reviewed the request to accept the National Opioid Settlement Funds from the five Settling Defendants including Allergan, CVS, Teva, Walgreens, and Walmart in the aggregate amount of $192,720.22, for a Substance Use Navigator position in the Fire Department to help improve treatment and access to medication for Opioid Use Disorder in the community. As public comment, Dennis Bell raised questions about the program, suggesting it sounded more like handholding than actually helping people move away from an addictive lifestyle.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the acceptance of National Opioid Settlement Funds from the five Settling Defendants (Allergan, CVS, Teva, Walgreens, and Walmart) in the aggregate amount of $192,720.22, for the recruitment of a Substance Use Navigator in the Fire Department to help improve treatment and access to medication for Opioid Use Disorder within the community; and authorized an additional appropriation for the payment amounts from each Settling Defendant.

Vote: 5 - 0 Passed

Tate Water Treatment Plant Project Amendment

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Second Amendment to the Professional Services Agreement with Carollo Engineers, Inc. for the Tate Water Treatment Plant Raw Water Influent Pipeline Replacement Project extending the completion time by twelve (12) months to October 18, 2025.

Vote: 5 - 0 Passed

Revel Big Bear Marathon Event Street Closures

Facilities and Community Services Director Crocker introduced the request to temporarily close San Bernardino Avenue for the Revel Big Bear Marathon event hosted by the Brooksee Foundation on November 16, 2024 and the request for the sale and consumption of alcoholic beverages. As public comment, Dennis Bell thought it odd that the Brooksee Foundation was based out of Utah, and he questioned why the event was called the Revel Big Bear Marathon, when the course was not located in Big Bear.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Eddie Tejeda, the City Council unanimously determined, by roll call vote, that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and approved the request for the temporary street closure of San Bernardino Avenue and the sale and consumption of alcoholic beverages related to the event for the Revel Big Bear Marathon event hosted by the Brooksee Foundation on

November 16, 2024.

Vote: 5 - 0 Passed

Chamber of Commerce Dog Jog Event In-Kind Request

Facilities and Community Services Director Crocker reviewed the request to hold the Dog Jog event hosted by the Redlands Chamber of Commerce on October 20, 2024, within Ed Hales Park and the downtown area, which included the request for street closures related to the event and in-kind support in the amount of $11,948. As public comment, Debi Menard, Chamber of Commerce Membership Director, described some of the many activities available during the event, and she encouraged everyone to participate. Mayor Pro Tem Barich said he has enjoyed the event every year, and he pointed out it attracts many people to the downtown area.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously determined, by roll call vote, that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; authorized the expenditure of city resources, in-kind support in the amount of $11,948.00; and approved the temporary street closure related to the Dog Jog event hosted by the Redlands Chamber of Commerce on October 20, 2024, within Ed Hales Park and the downtown area.

Vote: 5 - 0 Passed

Sole Source PO Traffic Signal Cabinets from Econolife

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the sole source purchase order for the purchase of five (5) Blue Series Cabinets Part CAB18036 and three (3) Blue Series Cabinets Part STCAB3575-77 from Econolite for an amount not to exceed $124,966.96.

Vote: 5 - 0 Passed

Citrus Valley Band Tournament Event In-Kind Request

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; authorized the expenditure of city resources, in-kind support in the amount of $2,700, and approved the temporary street closure of West Pioneer Avenue from Texas Street to Tennessee Street for the Citrus Valley Band Tournament event for Saturday, October 12, 2024, from 1:00 p.m. to 11:00 p.m.

Vote: 5 - 0 Passed

License Agreement Dawg Social LLC

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of a License Agreement with Dawg Social LLC is exempt from environmental review pursuant to Section 15301 of the California Environmental Quality Act Guidelines; and approved a License Agreement with Dawg Social LLC to operate a hot dog cart at City Hall, 35 Cajon Street.

Vote: 5 - 0 Passed

COMMUNICATIONS

November 5, 2024, & January 7, 2025 Council Meeting Cancelations

Mayor Tejeda opened the discussion regarding the possible cancelation of the November 5, 2024, and the January 7, 2025, regular meetings of the City Council. City Manager Duggan recommended the cancelation of November 5, in order to allow staff and the City Council to participate in the election and cast votes. Additionally, Mr. Duggan said that in light of the December holiday closure, he recommended the cancelation of January 7, 2025. The next regular meetings will be held on November 19, 2024, and January 21, 2025, respectively. As public comment, Steve Rogers pointed out the City Council had already canceled meetings for the whole month of August, and he thought it excessive to also cancel the November 5 meeting. He added the government should be held accountable to the people and canceling meetings does not send the right message to build public trust. Mayor Pro Tem Barich said that even when there are no meetings, Council Members continue to work and respond to queries from the public. Council Member Davis added that work will still be accomplished, just on another day.

On motion of Council Member Denise Davis, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the cancelation of the November 5, 2024, and the January 7, 2025, regular meetings of the City Council.

Vote: 5 - 0 Passed

PUBLIC HEARINGS

Resolution No. 8629 Venue at Orange Apartment Development Application

Council Member Davis announced that due to property ownership within 500 feet of the development, she recused herself from voting and discussion on this item. Mayor Tejeda opened the Public Hearing and called on Development Services Director Desatnik for a full review of Resolution No. 8629 and the development applications related to the construction of 164 apartment units within the Venue at Orange Apartments, located at the southwest corner of Orange Avenue and Alabama Street. The entitlements included the following:

- Socio-Economic Cost/Benefit Study as required by Measure U;
- Commission Review & Approval No. 914, Revision 1, to construct an additional 164 units consisting of three four-story apartment buildings within the Venue at Orange apartment project, pursuant to a density bonus to allow up to a 50% increase in the total project density. The proposed additional 164 apartments (“Density Bonus Units”) would be constructed on the south side of Orange Avenue on a 3.2-acre portion of the subject property located at the southwest corner of Orange Avenue and Alabama Street;

- Parcel Map No. 20796, to subdivide a 9.2-acre parcel into two parcels for residential development purposes.
- Density Bonus Agreement with Declaration of Affordable Housing Covenants and Restrictions;
- Loan Agreement, to provide $1,500,0000 in financial assistance in the form of a forgivable loan with a term of 55 years to be funded by the Inclusionary Housing Fund for the construction of 164 apartment units, including 50 units for Very Low Income households.

As background, Mr. Desatnik offered a summary of the project: Phase 1: 328 apartments in seven 3-story buildings; Phase II: 164 units in three 4-story buildings; 50% Density Bonus; 50 Units reserved for Very Low Income households for 55 years; Affordable units to be scattered throughout both phases of project; $1.5 million ($30,000/unit) loan from Inclusionary Housing fund; $1.5 million loan from General Fund to Inclusionary Housing Fund. Furthermore, he reviewed the following items:

- Financial Gap Analysis as prepared by Kathleen Head, of Keyser Marston Associates, who analyzed project costs, projected net operating income, determined the financial gap to make the project feasible; determined financial gap of $1.59 million ($31,800 / affordable unit); and a request of $1.5 million ($30,000 / affordable unit); and compared to the financial gap for a Very Low Income Unit with no Density Bonus was $275,000 / affordable unit;
- Financial assistance requested included: Loan Amount: $1.5 million; Source of Funds: Inclusionary Housing Fund; 1/55 of loan amount, plus accrued interest, forgiven every year that projects remain in compliance with affordability covenants; and $1.5 million loan from General Fund to Inclusionary Housing Fund (anticipated term 12-24 months);
- A comparison of affordable rent data based on very low income rent calculations

He explained that as of now, the Inclusionary Housing Fund has not collected revenue from in-lieu fees, but there are two residential development projects currently in the project pipeline that are anticipated to generate significant revenues for the Fund. The Biennial Budget for Fiscal Years 2025 and 2026 includes anticipated revenues of $1.8 million and $1.5 million, respectively, for the Inclusionary Housing Fund as adopted by Council. The timing of this anticipated in-lieu fee revenue has created a cash flow gap for the Inclusionary Housing Fund as it is now presented with an opportunity to fund 50 affordable housing units through the Venue at Orange Apartments Project. It was determined that an interfund loan from the General Fund to the Inclusionary Housing Fund was the most effective means of moving this affordable housing project forward, provided that the terms of the interfund loan abided by the policy and procedures set forth in the City's interfund loan policy.

Principal Planner Sean Reilly, of Development Services, presented slides related to the land use applications, showing the project location, General Plan map, zoning map, site plan, parcel map, concessions/incentives as required by law; and the Socio Economic Cost Benefit analysis and environmental analysis. He said the Planning Commission voted 5-1-1, with one Commissioner opposed and one Commissioner absent, recommending approval of the project entitlements and the Density Bonus Agreement to the City Council.

Project representative and architect, Gary Miller provided an overview of the Apartments, detailing the vision and design of the project, to develop the finest community in the region, address housing needs and trends, while complimenting adjacent neighborhood services, and complying with land use regulations. He said the project was designed as a continuous connected village and will provide for the luxury and quality as found in Phase I, improve underutilized property, and help meet California's housing needs for affordability and high

quality.

Council Members raised a number of questions and concerns regarding the timing of the loan, as currently the Inclusionary Housing Fund has not collected revenue from in-lieu fees yet, consideration of loaning the funds to a private developer and thereby, setting a precedent for future developments, the risks associated with the loan, the City's obligation to provide for concessions/incentives, potential flooding, the General Fund impact, and a what-if scenario if the economy were to take a serious downturn. City Manager Duggan and staff responded to their questions, while Ms. Head, of Keyser Marsten Associates, briefly reported on the Financial Gap Analysis she conducted and, she said the City was required to provide three meaningful concessions.

As public comment, Bobby Garrity requested the Council approve the project because the City was in a housing shortage and, in particular, an affordable housing shortage, and he urged the Council to push for policy reforms to allow for increased density that does not inhibit development. Steve Rogers said the project appeared to be worthwhile, but he thought it should have been conditioned to make improvements to what he saw as an unsafe condition located at Iowa Street and the zanja bridge. Michael Paisner was concerned with the building heights and increased traffic and reminded everyone that these issues were also voiced during the Phase I approval process. Kathy Sadanala also voiced safety concerns about the impact of increased traffic since multiple schools are situated near the project. One written comment was received from John James, who questioned certain items related to the financial gap analysis in the income section, and he recommended the Council deny the project or postpone their decision to allow for more time to review.

As rebuttal, Architect Gary Miller clarified that all accommodations had been made to the nearby schools, a traffic review was conducted, and it was determined the project met the traffic related criteria of CEQA Guidelines, the financial gap analysis was performed by an independent consultant, and no complaints had been received opposing the proposed building heights. Morgan Gallagher, of Cox Castle, informed the Council that a postponement of the proceedings would not be desirable for the developer. She added the loan would be put towards paying the project's permit fees and development impact fees. With no more comments, Mayor Tejeda closed the public hearing.

Council Members continued to openly discuss the merits of the project, the added value of bringing fifty affordable housing units to the City's inventory, the decisions about the intended placement of the affordable housing units within the projects and the project timing.

On Motion of Mayor Pro Tem Barich, seconded by Council Member Guzman-Lowery, the City Council agreed, by roll call vote, to table the item until after a vote was taken on Agenda Item L2, Resolution No 8636, pertaining to an Interfund Loan.

Vote: 4 - 0 Passed
Other: Council Member Denise Davis (RECUSE)

Before voting on this Project, the City Council reviewed and voted on Agenda Item L2, Resolution No 8636, pertaining to the Interfund Loan associated with the Project.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, Resolution No. 8629, approving the Development Applications related to the Venue at Orange Apartments, for the construction of 164 apartment units located at the southwest corner of Orange Avenue and Alabama Street, approving:

- Socio-Economic Cost/Benefit Study prepared for the proposed project as required by Measure U;
- Commission Review & Approval No. 914, Revision 1 - A proposal to construct an additional 164 units consisting of three four-story apartment buildings within the Venue at Orange apartment project, pursuant to a density bonus in accordance with State Density Bonus Law (to allow up to a 50% increase in the total project density). The proposed additional 164 apartments ("Density Bonus Units") would be constructed on the south side of Orange Avenue on a 3.2-acre portion of the subject property located at the southwest corner of Orange Avenue and Alabama Street (APNs: 0292-482-01-0000, 0292-721-01-0000, 0292-721-02-0000) in the Multiple Family Residential (EV/2500RM) district of the East Valley Corridor Specific Plan.
- Parcel Map No. 20796 - A request to subdivide a 9.2-acre parcel into two parcels for residential development purposes. Parcel 1 is 5.9 gross acres and is developed with the Venue at Orange apartment project (105 existing residential units). Parcel 2 is 3.2 gross acres and currently vacant, and is the proposed location for the Density Bonus Units of the proposed project. The site for the Density Bonus Units is located at the southwest corner of Orange Avenue and Alabama Street (APN: 0292-482-01-0000) in the Multiple Family Residential (EV/2500RM) district of the East Valley Corridor Specific Plan.
- Density Bonus Agreement with Declaration of Affordable Housing Covenants and Restrictions - A request to approve a Density Bonus Agreement which sets forth the terms and conditions to allow the Density Bonus Units and increased density for the project, the incentives/concessions and waivers that the developer is entitled to, pursuant to State law, and affordability covenants to ensure the affordability of fifty (50) apartment units for Very Low Income households throughout the Venue at Orange project for a term of 55 years;
- Loan Agreement - An agreement to provide $1,500,0000 in financial assistance in the form of a forgivable loan with a term of 55 years to be funded by the Inclusionary Housing Fund for the construction of 164 apartment units, including 50 units for Very Low Income households.

Vote: 4 - 0 Passed

Other: Council Member Denise Davis (RECUSE)

NEW BUSINESS

Amended and Restated City Manager Employment Agreement

Mayor Tejeda presented the Amended and Restated City Manager Employment Agreement between the City of Redlands and Charles M. Duggan, Jr. and explained the current Employment Agreement with the City Manager expires on January 31, 2026. The term of the proposed employment agreement is extended to January 31, 2028. Special Counsel Maldonado reported that during Closed Session, the City Council authorized two changes to the Agreement to include: 1) Effective January 15, 2025, annual base salary shall increase to Three Hundred Fifteen Thousand Dollars ($315,000); 2) Effective the first payroll period

following July 1, 2025, Employee will receive a two percent (2%) increase to his Salary over the prior year. All other terms as set forth in the current contract remain unchanged.

As public comment, Steve Rogers was frustrated that the City has continued to ignore his suggestions to reorganize departments in order to make the City run more efficiently, but most importantly, he was concerned with the removal of the Code of Conduct from the employee personnel rules and regulations, saying this does not build trust in city government. City Manager Duggan pointed out his Employment Agreement required his compliance with the International City/County Management Association Code of Ethics. Council Members expressed every confidence in Mr. Duggan and were fully supportive of his job performance.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Amended and Restated City Manager Employment Agreement between the City of Redlands and Charles M. Duggan, Jr, as amended with two changes including: 1) Effective January 15, 2025, annual base salary shall increase to Three Hundred Fifteen Thousand Dollars ($315,000); 2) Effective the first payroll period following July 1, 2025, Employee will receive a two percent (2%) increase to his Salary over the prior year. All other terms as set forth in the current contract remain unchanged.

Vote: 5 - 0 Passed

Resolution No. 8636 Establishing an Interfund Loan

Based on the recommendation of Special Counsel Maldonado, this item was discussed and voted on before the determination was made regarding the Development Project, Venue at Orange Apartments, considered as Item K1 under Public Hearings.

Council Member Davis announced that due to property ownership within 500 feet of the development, she recused herself from voting and discussion on this item. Management Services/Finance Director Garcia summarized Resolution No. 8636 to establish an Interfund Loan from the General Fund to the Inclusionary Housing Fund in the amount of $1,500,000. She briefly stated that as of now, the Inclusionary Housing Fund has not collected revenue from in-lieu fees, but there are two residential development projects currently in the project pipeline that are anticipated to generate significant revenues for the Fund. The Biennial Budget for Fiscal Years 2025 and 2026 includes anticipated revenues of $1.8 million and $1.5 million, respectively, for the Inclusionary Housing Fund as adopted by Council. Because the Inclusionary Housing Fund is currently without the moneys needed to provide this financial assistance and because the opportunity to fund affordable housing via an existing development project is rare, staff collaborated on the best way to provide bridge funding. It was determined that an interfund loan from the General Fund to the Inclusionary Housing Fund was the most effective means of moving this affordable housing project forward, provided that the terms of the interfund loan abided by the policy and procedures set forth in the City's interfund loan policy. The proposed interfund loan had been fully vetted by City auditors. Ms. Garcia said that additional details of the Interfund Loan were discussed during Agenda Item K1.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Eddie Tejeda, the City Council unanimously approved, by roll call vote, Resolution No. 8636 establishing an Interfund Loan from the General Fund to the Inclusionary Housing Fund in the amount of $1,500,000.

Vote: 4 - 0 Passed

Other: Council Member Denise Davis (RECUSE)

MOU Santa Ana Wash Wildland Trails, and Mutual Covenant

Staff requested this item be pulled from tonight's agenda to allow staff to conduct additional research. The matter will be scheduled for a future meeting.

Turf Mowing Contractual Services

This item was pulled from tonight's agenda due to missing CEQA verbiage in the subject line. The matter will be presented to the Council at a future meeting.

Contract Award PMP 2024 Street Resurfacing Project

Municipal Utilities and Engineering Director Harris reviewed the Public Work Contract with Matich Corporation for the Pavement Management Program (PMP) 2024 Street Resurfacing Project for an amount not-to-exceed $4,677,377. Staff utilized the PMP 2020 to prepare plans and specifications for the PMP 2024 Street Resurfacing Project (Project), which includes resurfacing approximately twenty-eight lane miles of streets, selective replacement of curb and gutter, and striping replacement. Additionally, the Project includes resurfacing employee and customer parking lots and the brine cap at the Wastewater Treatment Facility. All known utility agencies operating within the City have been contacted to coordinate construction activities within the Project limits.

On motion of Mayor Eddie Tejeda, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of the contract and construction of the PMP 2024 Street Resurfacing Project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act; approved the PMP 2024 Street Resurfacing Project Plans and Specifications; awarded a Public Work Contract to Matich Corporation for an amount not-to-exceed $4,677,377; and approved an additional appropriation in the amount of $815,066.

Vote: 5 - 0 Passed

Redlands Community Investment Corp Indemnification Agreement

Assistant City Manager Boatman introduced an Indemnification Agreement with Redlands Community Investment Corporation for certain real properties in the City of Redlands located at 204 E. Redlands Boulevard. On October 17, 2023, the City Council approved a Purchase and Sale Agreement for three parking lot parcels in the Downtown area with Redlands Community Investment Corporation (RCIC). After the close of escrow for these properties, staff determined that there was a need for an indemnification agreement to memorialize that RCIC has agreed to indemnify, defend and hold harmless from and against any and all loss, cost and expense arising from or relating to any failure to comply with the Americans with Disabilities Act or any other applicable law regarding accessibility on or about the Property during the period of RCIC's ownership.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, an Indemnification Agreement with Redlands Community Investment Corporation for certain real properties in the City of Redlands located at 204 E. Redlands Boulevard (APN 0171-071-08-0000) and 180 9th Street (APNs 0171-088-06, 07-0000).

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Tejeda was honored to speak at the celebration commemorating the renaming of Community Park as Martinez Park on Saturday, Sept. 28, at the park. On May 21, 2024, the City Council approved renaming Community Park to honor Norman N. Martinez and Oddie J. Martinez, Redlands' first Latino City Council members. In 1978, Oddie Martinez was selected as the City's first Latino mayor.

Mayor Pro Tem Barich enjoyed the renaming celebration at Martinez Park and the A.K. Smiley Public Library Family Day and dedicated this meeting in honor of his father, George Barich.

Council Member Davis attended the 20th Annual Dinner in the Grove event which benefits the Family Service Association of Redlands, walked the 5K event at the Vibe Health and Wellness Festival, Sept. 29, hosted by the University of Redlands, and wished her mother happy birthday.

Council Member Guzman-Lowery was looking forward to the Stater Bros Believe Walk on October 6 and the Fire Department's Open house on October 12, 2024 at Fire Station 261.

Council Member Saucedo attended the veteran's mental health resource fair hosted by the City, enjoyed the renaming celebration at Martinez Park, and participated in the 5K event at the Vibe Health and Wellness Festival, hosted by the University of Redlands.

ADJOURNMENT

Mayor Tejeda offered some thoughts about civil discourse and, with no further action required the meeting adjourned at 8:42 P.M. The next regular meeting of the City of Redlands City Council will be held on October 15, 2024.

City Council Meeting **I. 2.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a Proclamation declaring the month of October 2024 Hindu Heritage Month in the City of Redlands (Mayor Tejeda)

MOTION:

I move to authorize the issuance of a Proclamation declaring the month of October 2024 Hindu Heritage Month in the City of Redlands.

SUBMITTED BY:
Jennifer Macias, Management Analyst

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Janice McConnell, Assistant City Manager

Attachments

Hindu Heritage Month 2024

PROCLAMATION

Hindu Heritage Month

WHEREAS, there are an estimated one billion Hindus worldwide and approximately four million Hindu Americans in the United States; and

WHEREAS, the City of Redlands is home to a large and growing population of Hindu Americans; and

WHEREAS, the practice of Hinduism seeks to promote unity among all Dharmic and other communities, increase awareness of heritage's values and educate society of issues affecting the Hindu American community; and

WHEREAS, Hindu Dharma demonstrates through a living enlightened civilization that global peace is achievable and sustainable, and this begins with individual peace and spiritual awakening; and

WHEREAS, during the month of October, the culture, history, traditions, achievements and contributions of Hindu Americans are recognized, celebrated throughout the United States of America, the State of California, and City of Redlands; and

WHEREAS, the City of Redlands values diversity, the variety of cultural traditions and encourages its citizens to better understand, recognize and celebrate the rich history and shared experiences of Hindu Americans; and

WHEREAS, across our City of Redlands, Hindu Americans have filled our communities with rich traditions, and abundant culture and the city is proud to recognize, during Hindu Heritage Month, their many social, cultural and economic contributions to our city, state and nation;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby recognize the month of October 2024, as Hindu Heritage month in the City of Redlands. The City of Redlands encourages residents, educational institutions, and community organizations to observe Hindu Heritage Month through activities, events, and educational initiatives that promote understanding, cultural exchange, and respect for Hindu traditions and contributions.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 15th day of October 2024.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 3.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a Proclamation Declaring October 20-26, 2024 as Childhood Lead Poisoning Prevention Week (Mayor Tejeda)

MOTION:

I move to authorize issuance of a Proclamation Declaring October 20-26, 2024 as Childhood Lead Poisoning Prevention Week.

Attachments

Childhood Lead Poisoning Prevention Week - 2024

PROCLAMATION

Childhood Lead Poisoning Prevention Week

WHEREAS, one of government's important responsibilities is to keep its constituents safe from environmental hazards. Lead poisoning is among the most pervasive of these, as lead occurs in soil, groundwater, and human-made materials such as paint and plumbing fixtures. Lead exposure is especially harmful to children under the age of six. It is vital that we take the necessary steps to make sure that we have a safe environment in the City of Redlands; and

WHEREAS, one of our most important responsibilities is to promote the health of our citizens. While there are many dangers that require caution, lead poisoning poses a threat to residents of all ages, especially to children under the age of six years. It is vital to take the necessary steps to ensure we have a safe environment in the City of Redlands; and

WHEREAS, protecting children from lead is vital to lifelong health. Even small amounts of lead in the body have been shown to impact IQ, ability to pay attention, and academic achievement. The damaging effect of lead exposure often go undetected, as initial symptoms may not be apparent. A blood lead test is the best way to identify if a child has been exposed to lead; and

WHEREAS, lead can be found in many products and locations, lead exposure is preventable; and therefore, City of Redlands residents are encouraged to learn about the risks and potential sources of lead exposure, and the steps we can take to protect our children; and

WHEREAS, Redlands youth deserve a bright future, and this week, Redlands residents are encouraged to learn about the dangers that lead poisoning presents and ways to best prevent them in your family; and

WHEREAS, the City of Redlands supports the endeavors of the San Bernardino County Department of Public Health in its efforts to educate the community and local agencies regarding the hazards of lead poisoning;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim October 20-26, 2024, as "Childhood Lead Poisoning Prevention Week".

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 15th day of October, 2024.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 4.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Disclosure and Approval of Settlement Agreement and General Release of All Claims - Sedlick v. City of Redlands et al.; United States District Court Case No. 5:23-cv-00457-JGB (SPx) and authorizing the City Manager to execute the Settlement Agreement (City Attorney Garcia)

DISCUSSION:

Attached is a copy of the "Settlement Agreement, Mutual Agreement and General Release of All Claims," which reflects the terms and conditions for settlement of the above-mentioned litigation as authorized by the City Council. In accordance with the City's Municipal Code, and following the spirit of the Brown Act, this matter is on your agenda to notify the public of the settlement negotiated by the City and authorize the City Manager to execute.

SUBMITTED BY:
Yvette M. Abich Garcia, City Attorney

PREPARED BY:
Mayra Shushereba, Administrative Analyst

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Danielle Garcia, Management Services/Finance Director

Attachments

A. Settlement Agreement

SETTLEMENT, MUTUAL AGREEMENT AND GENERAL RELEASE OF CLAIMS

THIS SETTLEMENT, MUTUAL AGREEMENT AND GENERAL RELEASE OF CLAIMS ("Agreement") is made and entered into by and between Sandy Sedlick and Joseph Sedlick, and the City of Redlands, Yessenia Blevens, Tyler Frisch, Tyler Simonsen, and Isaac Spiegel (hereinafter "Redlands Defendants"). Sandy Sedlick and Joseph Sedlick and the Redlands Defendants are sometimes referred to collectively at times herein as the "Parties," or individually as "Party."

RECITALS

A. Sandy Sedlick and Joseph Sedlick filed a lawsuit against the Redlands Defendants alleging four claims for relief for (1) Fourth Amendment—Detention and Arrest (42 U.S.C. § 1983); (2) Fourth Amendment—Excessive Force (42 U.S.C. § 1983); (3) Fourth Amendment—Denial of Medical Care (42 U.S.C. § 1983); (4) Substantive Due Process (42 U.S.C. § 1983); (5) Municipal Liability—Ratification (42 U.S.C. § 1983); (6) Municipal Liability—Inadequate Training (42 U.S.C. § 1983); (7) Municipal Liability— Unconstitutional Custom, Practice, or Policy (42 U.S.C. § 1983); (8) Battery (Wrongful Death); (9) Negligence (Wrongful death); (10) Violation of Cal. Civil Code §52.1; (11) Intentional Infliction of Emotional Distress; and (12) Negligent Infliction of Emotional Distress arising out of an officer-involved shooting in a case entitled Sedlick v. City of Redlands et al. (United States District Court Case No. 5:23-cv-00457-JGB (SPx) (the "Dispute");

B. Both Parties desire to resolve the Dispute due to the uncertainties of litigation, and therefore to settle fully and finalize all differences between them arising from the Dispute;

C. The Parties intend, by this Agreement, to settle any and all claims in connection with the Dispute, and the events giving rise therein, whether alleged or unalleged, for the total sum of One Million Dollars ($1,000,000);

D. This Agreement does not constitute an admission of any liability or wrongdoing whatsoever on the part of any of any of the Parties hereto.

AGREEMENT AND RELEASE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment. Payment is contingent upon execution of this Agreement. Within fourteen (14) business days of receipt of the executed Agreement, the City of Redlands shall make full and final payment as follows:

(a.) The sum of $1,000,000 to Plaintiffs, Sandy Sedlick and Joseph Sedlick made payable to Sandy Sedlick and Joseph Sedlick's counsel of record as follows: "The Sehat Law Firm – Attorney Client Trust Account, Sandy Sedlick and Joseph Sedlick". The check shall be mailed to 5100 Campus Drive, Suite 200 Newport Beach, CA 92660.

2. Dismissals. Upon receipt of the agreed upon settlement payment, counsel for Sandy Sedlick and Joseph Sedlick will execute a stipulation for dismissal, with prejudice, of the Dispute, and in no event later than five (5) business days after receipt of payment, upon counsel for the Redlands Defendants at 3777 N. Harbor Boulevard, Fullerton, CA 92835.

3. Notice. All notices to be given pursuant to this Agreement, shall be in writing and shall be delivered to the following addresses, or such other addresses as the parties may later designate in writing:

> If to Sandy and Joseph Sedlick: THE SEHAT LAW FIRM 5100 Campus Drive., Suite 200 Newport Beach, CA 92660. Such notice shall also be emailed to cameron@sehatlaw.com.
>
> If to the Redlands Defendants : Jones & Mayer and mailed to 3777 N. Harbor Blvd. Fullerton, CA 92835. Such notice shall also be emailed to dlr@jones-mayer.com.

4. Release by Sandy Sedlick and Joseph Sedlick. Sandy Sedlick and Joseph Sedlick, individually, and on behalf of themselves, their respective successors, assigns, principals, agents, employees, consultants, representatives, attorneys, bonding companies and insurers release and forever discharge the Redlands Defendants, as well as its respective successors, assigns, principals, agents, employees, elected officials, consultants, representatives, attorneys, bonding companies and insurers from any and all liability in connection with all claims, damages, attorney's fees, costs and allegations arising from or in any way related to the Dispute, whether made or unmade, asserted or unasserted, stated or unstated or that could have been stated, and of any kind whatsoever.

5. Release by the Redlands Defendants. The Redlands Defendants and their respective successors, assigns, principals, agents, employees, consultants, representatives, attorneys, bonding companies and insurers release and forever discharge Sandy Sedlick and Joseph Sedlick individually and each of his respective successors, assigns, principals, agents, employees, consultants, representatives, attorneys, bonding companies and insurers from all liability in connection with all claims, damages, attorney's fees, costs and allegations arising from or in any way related to the Dispute, whether made or unmade, asserted or unasserted, state or unstated or that could have been stated, and of any kind whatsoever.

6. No Liens: Sandy Sedlick and Joseph Sedlick represents and acknowledges that there have been no attorney, medical, or other liens that have been served or filed to date in connection with the Dispute. Sandy Sedlick and Joseph Sedlick agrees that they shall be solely responsible for any and all liability associated with any such liens.

7. Civil Code 1542 Release. The Parties are aware of all rights that may be granted to them pursuant to Civil Code Section 1542, which section reads, in pertinent part, as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY**

HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The Parties nevertheless waive all rights granted to them by Section 1542, and any similar statute, code, law or regulation of any state of the United States, or of the United States, and assumes all risks for claims arising in the Dispute, heretofore or hereafter arising, known or unknown, from the subject matters of this release. Furthermore, the Parties agree that the facts on which the release under which this Agreement is based, may turn out to be different from the facts now known or believed to be true in respect to the matters referred to above. Nevertheless, the Parties accept and assume the risk that such facts may turn out to be different and agrees that the terms of the release in this Agreement shall in all respects be effective and not subject to termination, rescission, modification by an such difference in the facts.

8. No Admission of Liability. The Parties understand and agree that this Agreement is not to be construed as an admission of liability whatsoever on the part of the Redlands Defendants or any City employee, and that this Agreement is made solely for the purpose of avoiding the burden that would be imposed upon the Parties by further litigating the Dispute.

9. No Assignment. The Parties, and each of them, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, and shall not hereafter assign or transfer, any obligations, liabilities, demands, claims, costs, expenses, debts, controversies, damages, actions, and causes of actions released under this Agreement.

10. Consultation With Attorney. Each Party declares that prior to the execution of this Agreement, he/she/it has consulted with his/her/its attorney in order that he/she/it may intelligently exercise his/hers/its own judgment in deciding whether to execute this Agreement.

11. Authority to Execute Agreement. Each Party declares that he/she/it has read this Agreement and understands and knows the contents thereof, and represents and warrants that each of the Parties executing this Agreement is empowered to do so and hereby binds the respective Party, and all of its successors, assigns, principles, agents, employees, consultants, representatives, attorneys, bonding companies and insurers to the terms hereunder.

12. Counterparts. This Agreement may be executed in counterparts, and all so executed shall constitute an agreement binding on the Parties hereto. The Parties further agree that a facsimile and/or scanned copy of the executed counterparts shall have the same force and effect as an original.

13. Enforcing Agreement. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the United States or the State of California, as applicable, and this Agreement is fully enforceable pursuant to California Code of Civil Procedure section 664.6, or its federal counterpart.

14. Jurisdiction and Venue. This Agreement is intended to be construed pursuant to the laws of the State of California. Each Party hereto agrees that the proper venue for any action arising out of the breach or the interpretation of this Agreement or other documents delivered pursuant to any provision thereof, shall be the United States District Court, Central District of the State of California.

15. Entire Agreement. This Agreement constitutes the entire understanding between and among the Parties hereto. Each Party acknowledges that no Party, agent or representative of the other Party has made any promise, representation or warranty, express or implied, not expressly contained in this Agreement, that induced the other Party to sign this document. Both Parties agree that this Agreement shall not be amended or modified, except in writing signed by each Party, and shall not be construed against any Party because that Party's representative drafted the Agreement or any portion of it.

16. Additional Acts. The Parties agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary or appropriate to carry out this Agreement.

17. No Other Promise or Warranty. No promise or warranty shall be binding on any Party except as expressly contained in this Agreement.

18. Not Binding on Any Third Party. This Agreement is not for the benefit of any person or party who is not a signatory hereto or specifically named or referred to herein.

19. If Any Provision Is Void. If any provision of this Agreement shall be determined to be invalid, void or illegal, such provision shall be construed and amended in a manner which would permit its enforcement, but in no event shall such provision affect, impair or invalidate any other provision hereof.

20. Agreement Binding on Successors. It is agreed that this Agreement, together with the releases, shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors in interest and assigns of the respective Parties hereto.

21. Attorneys' Fees. The Parties shall each bear their own attorney's fees and costs incurred in litigation of the Dispute. However, should either Party initiate any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs.

22. Gender and Number. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

23. Effective Date. This Agreement shall be effective as of the last date set forth below.

WHEREFORE, the undersigned having read the foregoing Settlement and Release Agreement, and fully understanding it, and agreeing to its terms, hereby execute this Agreement and make it effective on the date of the last signature hereto.

DATED: September ___, 2024 CITY OF REDLANDS

By: _____ _____
CHARLES M. DUGGAN

City Manager, City of Redlands

DATED: October 1 2024

SANDY SEDLICK

Sandy Sedlick
ID: cGM3pSLxVsE1kGkbQKPeL7j2

DATED: October 1 2024

JOSEPH SEDLICK

ID: 42KGErFdM61TJvgr4y95G3Ao

APPROVED AS TO FORM AND CONTENT:

DATED: October 1, 2024

THE SEHAT LAW FIRM PLC

By: _____

Cameron Sehat, Esq.
Attorney for Plaintiffs SANDY SEDLICK and JOSEPH SEDLICK

DATED: October 1, 2024

JONES & MAYER

By: _____

Denise Lynch Rocawich, Esq.
James R. Touchstone, Esq.
Attorney for Defendants, CITY OF REDLANDS, YESSENIA BLEVENS, TYLER FRISCH, TYLER SIMONSEN, and ISAAC SPIEGEL

eSignature Details

Signer ID: **42KG6rFdM61T3vgr4y95G3Ao**
Signed by: Joey Sedlick
Sent to email: sedlick.joey71@gmail.com
IP Address: 174.243.245.98
Signed at: Oct 1 2024, 8:01 am PDT

Signer ID: **cGM3zSLxVsE1kGkbQKPeL7j2**
Signed by: Sandy Sedlick
Sent to email: sandysedlick@gmail.com
IP Address: 76.86.80.161
Signed at: Oct 1 2024, 10:43 am PDT

City Council Meeting **I. 5.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the agreement with Decor IQ, LLC for holiday decor and installation services for the downtown area in an amount not-to-exceed $180,186 and determine that the approval of the agreement is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move that City Council determine approval of the agreement is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act;

2. I move that the City Council approve an agreement with Decor IQ, LLC for holiday decor and installation services for the downtown area.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Decor IQ, LLC (Decor IQ) for holiday decor and installation services for the downtown area in an amount not-to-exceed $180,186. Staff further recommends that approval of the agreement is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The City of Redlands has a well-established tradition of decorating the Historic Downtown area with festive holiday décor, contributing to the vibrancy and charm of the community during the holiday season. The decorations are primarily concentrated at Ed Hales Park and along East State Street, extending from Orange Street to Redlands Boulevard.

In 2018, City staff sought to elevate the holiday atmosphere by implementing several key enhancements. These improvements included more elaborate, illuminated garlands wrapped around each light pole, the installation of a larger, commercial-grade Christmas tree featuring a synchronized music and light show that cycled multiple times daily, and string lights adorning the trunks of the iconic Ficus trees lining East State Street. To officially unveil these decorations, the City hosted a Tree Lighting Event. This event served as a valuable opportunity for City officials to engage with the community while providing a memorable experience that included live music, complimentary hot cocoa, a bounce house, face painting, craft activities, and photo opportunities with Santa Claus seated in an authentic sleigh. The highlight of the event involved the Mayor ceremonially flipping an oversized switch, illuminating the entire six-block stretch of East State Street, along with the Christmas tree and additional features in Ed Hales Park, creating a captivating holiday display.

For the upcoming 2024 holiday season, City staff plans to continue this tradition by lighting up the downtown area once again with seasonal decorations and the replacement and upgrade of the string lights on the Ficus trees throughout the downtown area. To ensure the highest quality of holiday decor and installation services, a formal Request for Proposal (RFP) process was initiated in accordance with the City's procurement policies. The RFP for the holiday décor and installation services was advertised on August 1, 2024, resulting in the receipt of four proposals by August 19, 2024.

These proposals were evaluated by a selection committee based on key criteria such as experience, proposed design, cost-effectiveness, and the contractor's ability to deliver on the City's vision for the holiday display. Following this comprehensive review process, Decor IQ was identified as the most qualified proposer. Below is a summary of the proposals received:

Bidder Name
St. Nick's Christmas Lighting & Decor
LA Christmas Light Installers
Southern California Lighting Inc., DBA The Christmas Kings
Decor IQ

With the selection of Decor IQ, City staff is confident that the 2024 holiday season will once again bring joy and festive spirit to residents and visitors alike, ensuring that Redlands continues to shine as a holiday destination in Southern California. Furthermore, the approval of the agreement is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act as this project is within the City's street rights-of-way and involves negligible or no expansion of use beyond what is existing.

ALTERNATIVES:

The City Council may elect not to approve the agreement and direct staff accordingly.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Tabitha Crocker, Director Facilities and Community Services

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Albert Maldonado, Special Counsel
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Erik Reeves, Field Services Superintendent

Fiscal Impact

Fiscal Year:	FY 2024-25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$180,186
Budgeted Y/N:	Y
Account No.:	236300,101302,101303, 101304, 101309
Discussion:	

Funding for the downtown holiday lighting and decorations are in the operating budget for FY 24-25 as approved by the City Council.
The funding breakdown is as follows; 236300- $15,000.00; 101302- $15,000.00; 101303- $120,000.00; 101304- $10,186.00; 101309- $20,000.00.

Attachments

Non-Professional Agreement

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of holiday lighting and decoration installation ("Agreement") is made and entered in this 15th day of October, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Decor IQ, LLC, a Texas limited liability company. ("Contractor"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform holiday lighting and decoration installations services for City (the "Services").

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Tabitha Crocker, Facilities and Community Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Services shall commence immediately after the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Compensation: Total compensation for Contractor's performance of the Services shall not exceed the amount of One Hundred Eighty Thousand One Hundred Eighty Six Dollars ($180,186.00) City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by this reference.

5.2 Contractor shall submit an invoice to City upon completion of the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Stacey Jordan, Vice President of Sales Decor IQ, LLC 14241 commerce St Garden Grove, CA 92843 sjordan@decoriq.com 714-727-8935

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;

(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make

available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

DECOR IQ, LLC

By: _____
Stacey Jordan, Vice President of Sales

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Holiday Decoration and Lighting		
Task	**Description**	**Description Details**
Task 1	Install warm white LED on trees	Install and program warm white LED lights on downtown and surrounding area trees per Scope of Work map.
Task 2	Inspection & Maintenance of LED tree lights	Onsite inspections performed monthly (1x a month).
Task 3	Christmas Tree & Downtown Decorations	Install and program 30 ft RGB tree with sound and show, 3ft tree topper. Provide removal of tree after event. Install lighting, decorated garland, 60' LED decorated wreaths, (15) 24" starbursts Sisters Clock lighting around clock and poles. Provide removal of decoration after event.
Task 4	Citrus Center Exterior decoration	Install, test, and program Candy cane walk through arch.

EXHIBIT "B"

FEE SCHEDULE

TASK DESCRIPTION	Décor IQ - Fee Schedule
Task 1 - Install warm LED lights	$46,700.00
Task 2 - Inspect & Maintain LED lights & Seasonal décor	$6,808.00
Task 3 - Christmas tree & DT holiday décor	$120,778.00
Task 4 - Citrus Center	$5,900.00
TOTALS:	$180,186.00

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

DECOR IQ, LLC

By:_____ Date: _____

Stacey Jordan, Vice President of Sales

City Council Meeting **I. 6.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an Agreement with Babcock Laboratories, Inc. for laboratory testing and analysis for the California Street Landfill for an amount not-to-exceed $52,836 and determine that approval of this agreement is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendations is appropriate, the following motions are provided:

1. I move that City Council determine that approval of this agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve an agreement with Babcock Laboratories, Inc. for laboratory testing and analysis for the California Street Landfill for an amount not-to-exceed $52,836.

RECOMMENDATION:

Staff recommends City Council approve an agreement with Babcock Laboratories, Inc. for laboratory testing and analysis for the California Street Landfill for an amount not-to-exceed $52,836. In addition, staff recommends that the City Council determine that approval of this agreement is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Facilities and Community Services Department, Solid Waste Division, operates a landfill located on Nevada Street, adjacent to the Santa Ana River Wash. The City of Redlands California Street Landfill (CSL) is utilized exclusively for refuse collected within the city limits and is not open to the public. The City maintains overall responsibility for landfill administration, engineering, design, construction, operations, and environmental monitoring. The day-to-day operations of the site are currently conducted by the Solid Waste Division. The CSL is an active Class III landfill and is regulated by a variety of state entities that permit and monitor the operation of the site.

Babcock Laboratories, Inc., will play a lead role in assuring compliance with laboratory analytical methods sufficient for meeting the site-specific monitoring requirements for the CSL. These methods are in accordance with the California Regional Water Quality Control Board-Santa Ana Region (RWQCB), Waste Discharge Requirements (WDRs), and Monitoring and Reporting Program (M&RP) in compliance with California Code of Regulations (CCR). Per the Joint Technical Document and the regulatory orders listed, the City is required to monitor, sample, and analyze groundwater, soil-pore gas, condensate and leachate on a quarterly basis at the CSL under the Detection Monitoring Program described in the M&RP.

Per the City's procurement policy, a Request for Bids (RFB) was issued for these services. Twelve vendors were solicited and on June 13, 2024, the City Clerk received and opened one bid from Babcock Laboratories, Inc. Staff evaluated the bid for conformance with the purchasing ordinance and verified the total price. Babcock Laboratories, Inc., met all the bidding requirements and were deemed qualified based on their demonstrated competence and qualifications. Therefore, staff is recommending that the City Council approve an agreement with Babcock Laboratories, Inc., in an amount-not-to exceed $52,836.

Furthermore, approval of the agreement with Babcock Laboratories, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State’s guidelines implementing the California Environmental Quality Act (CEQA) as activity will not have a significant effect on the environment.

ALTERNATIVES:

City Council may elect not to approve the agreement and provide alternative direction to staff.

STRATEGIC PLAN:

Supports Priority D - Sustainability.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Albert Maldonado, Special Counsel
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Nathalie Ayala, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2024-25
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	$52,836
Budgeted Y/N:	Y
Account No.:	511900

Discussion:

Sufficient funding for the purchase order is included in the Solid Waste Division's (511900) budget for Fiscal Year 2024-25 as approved by City Council.

Attachments

A. Agreement

B. City Clerk's Bid Report

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of laboratory testing and analysis for the California Street Landfill ("Agreement") is made and entered in this 15th day of October, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Babcock Laboratories, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide laboratory testing and analysis services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Tabitha Crocker, Facilities and Community Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of one (1) year commencing October 9th, 2024 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The compensation for Consultant's performance of the Services shall not exceed the amount of Seventeen Thousand Six Hundred Twelve Dollars ($17,612) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of Seventeen Thousand Six Hundred Twelve Dollars ($17,612) for the first Extended Term and Seventeen Thousand Six Hundred Twelve Dollars ($17,612) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Fifty-Two Thousand Eight Hundred Thirty-Six Dollars ($52,836). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Price Sheet," which is attached hereto and incorporated herein by this reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:

Tiffany Gomez, CEO
Babcock Laboratories, Inc.
P.O. Box 432
Riverside, CA 92502-0432
TGomez@babcocklabs.com
Phone: (951) 653-3351 Ext. 134

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property

occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any

assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

BABCOCK LABORATORIES, INC.

By: _____
Tiffany Gomez, CEO

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide testing services and laboratory analytical methods sufficient for meeting the site specific monitoring requirements for the California Street Landfill in accordance with California Regional Water Quality Control Board- Santa Ana Region (RWQCB) Waste Discharge Requirements (WDRs) and Monitoring and Reporting Program (M&RP) Order No. R8-2004-0008, including amendments stipulated in Order No. R8-2008-0094, and in compliance with Article 1, Subchapter 3, Chapter 3, Division 2, Title 27, California Code of Regulations (CCR).

For the California Street Landfill Joint Technical Document, and the regulatory orders listed above, the City is required to monitor, sample and analyze groundwater, soil-pore gas, condensate and leachate on a quarterly basis at the CSL under the Detection Monitoring Program described in the M&RP No. R8-2004-0008.

The Laboratory shall comply with all applicable Federal, State and local laws during the performance of these specifications according to the most recent version of Standard United States Environmental Protection Agency (USEPA) Methods.

The Consultant must possess the skills, licenses and professional expertise necessary to provide the analyses services to the City at a level of competency presently maintained by other practicing laboratories in the industry who provide like and similar types of services.

Consultant to hold and maintain the following certification:
ELAP qualified lab for California State Program.

Ninety-Five percent of all analyses to be conducted in-house without subcontracting.

Consultant to meet quality control guidelines in compliance with the following:
NELAP-Approved Quality Assurance Manual.
Code of Ethics Policy.

Consultant Capability
Accreditation – laboratory licensed to perform testing.
Audit – most recent 3rd party audit report of quality systems (required as part of accreditation).
PT Results – most recent 3rd party proficiency test results (required as part of accreditation).
QA Manual – table of contents will illustrate depth of policies and procedures.
SOPs – laboratory procedures for analysis according to approved test methods.
MAL's – method acceptance limits for each analytical method to illustrate precision and accuracy.
Instrumentation – documentation of laboratory's investments in and commitment to technological advancements.

Customer Service
Consultant's testing facility shall be located within 60 miles of 1950 Nevada Street, Redlands, CA 92373.

Consultant shall be available for deliveries and pick-ups five days per week using Consultant's own staff (not 3rd party staff).

Program Management

Order Login & Acknowledgement – Consultant shall maintain a method for organizing work orders and communicating with the City on any issues at the outset

EXHIBIT "B"
PRICE SHEET

LEACHATE			
ITEM NO.	CONSTITUENT	TEST METHOD	UNIT PRICE
1	Appendix II Constituents	8260B/8270/Various	$1,375.00
2	Total Hardness	EPA 6010	Included in Ca & Mg Cost
3	Bicarbonate	310.1	Included in Total Alkalinity
4	Carbonate	310.1	Included in Total Alkalinity
5	Total Alkalinity	SM 2320B	$12.00
6	Total Cations	*See Notes	no add'l charge
7	Total Anions	*See Notes	no add'l charge
8	Hydroxide	*See Notes	Included in Total Alkalinity
9	Chloride	EPA 300.0	$11.00
10	Floride	EPA 300.0	$11.00
11	Nitrate (as N)	EPA 300.0	$11.00
12	Sulfate	EPA 300.0	$11.00
13	Phosphate	365.2	$20.00
14	Total Phosphorus	365.1/365.2	$25.00
15	Boron	212.3/200.7	$11.00
16	Specific Conductance	SM2510 B	$11.00
17	pH	SM4500 H+B	$11.00
18	Total Dissolved Solids	SM 2540C	$13.00
19	Chemical Oxygen Demand	410.4	$26.00
20	Phenols	420.1	$35.00
21	Total Organic Carbon	SM 5310B	$32.00
22	Total Organic Halogens	450.1	$250.00
23	Calcium	200.7/215	$11.00
24	Magnesium	200.7/241.1	$11.00
25	Manganese	200.7/243.1	$11.00
26	Potassium	200.7/258.1	$11.00
27	Sodium	200.7/273.1	$11.00
28	Iron	200.7/236.1	$11.00
29	Zinc	200.7/289.1	$11.00

CONDENSATE			
ITEM NO.	CONSTITUENT	TEST METHOD	UNIT PRICE
30	Appendix II Constituents	8260B/8270/Various	$1,375.00
31	Total Hardness	EPA 6010	Included in Ca & Mg Cost
32	Bicarbonate	310.1	Included in Total Alkalinity
33	Carbonate	310.1	Included in Total Alkalinity
34	Total Alkalinity	SM 2320B	$12.00
35	Total Cations	*See Notes	no add'l charge
36	Total Anions	*See Notes	no add'l charge
37	Hydroxide	*See Notes	Included in Total Alkalinity
38	Chloride	EPA 300.0	$11.00
39	Floride	EPA 300.0	$11.00
40	Nitrate (as N)	EPA 300.0	$11.00
41	Sulfate	EPA 300.0	$11.00
42	Phosphate	365.2	$20.00
43	Total Phosphorus	365.1/365.2	$25.00
44	Boron	212.3/200.7	$11.00
45	Specific Conductance	SM2510 B	$11.00
46	pH	SM4500 H+B	$11.00
47	Total Dissolved Solids	SM 2540C	$13.00
48	Chemical Oxygen Demand	410.4	$26.00
49	Phenols	420.1	$35.00
50	Total Organic Carbon	SM 5310B	$32.00
51	Total Organic Halogens	450.1	$250.00
52	Calcium	200.7/215	$11.00
53	Magnesium	200.7/241.1	$11.00
54	Manganese	200.7/243.1	$11.00
55	Potassium	200.7/258.1	$11.00
56	Sodium	200.7/273.1	$11.00
57	Iron	200.7/236.1	$11.00
58	Zinc	200.7/289.1	$11.00
*Two leachate sumps sampled annually in October. A retest sample is collected the following April and analyzed for only first-time detections from the October event. Total Cations and Anions are determined by the summation of all Cations and Anions, respectively, in the sample analyzed. The standard method, SM 2330B, in the "Standard Methods for the Examination of Water and Wastewater" for hydroxide ion analysis shall be used.			

GROUNDWATER:				
ITEM NO.	CONSTITUENT	TEST METHOD	METHOD DESCRIPTION	UNIT PRICE
59	pH	SM 4500 H+B	Electrometric	$11.00
60	Total Dissolved Solids	SM 2540 C	Gravimetric	$13.00
61	Chloride	EPA 300.0	Ion Chromatography	$11.00
62	Sulfate	EPA 300.0	Ion Chromatography	$11.00
63	Nitrate (as N)	EPA 300.0	Ion Chromatography	$11.00
64	Bicarbonate	310.1	Titrimetric	Included in Ca & Mg Cost
65	Carbonate	310.1	Titrimetric	Included in Total Alkalinity
66	Chemical Oxygen Demand	410.4	Colorimetric	$26.00
67	Hydroxide	SM 2330B	Standard Methods	Included in Total Alkalinity
68	Total Alkalinity	SM2320B		$12.00
69	Perchlorate	EPA 314.0		$32.00
70	47 Appendix I VOCs	8260B	Purge and Trap GC/MS	$150.00
71	EDB, DBCP	EPA 504		$53.00

SURFACE WATER:				
ITEM NO.	CONSTITUENT	TEST METHOD	METHOD DESCRIPTION	UNIT PRICE
72	pH	SM 4500 H+B	Electrometric	$11.00
73	Total Dissolved Solids	SM 2540 C	Gravimetric	$13.00
74	Chloride	EPA 300.0	Ion Chromatography	$11.00
75	Sulfate	EPA 300.0	Ion Chromatography	$11.00
76	Nitrate (as N)	EPA 300.0	Ion Chromatography	$11.00
77	Bicarbonate	310.1	Titrimetric	Included in Total Alkalinity
78	Carbonate	310.1	Titrimetric	Included in Total Alkalinity
79	Chemical Oxygen Demand	410.4	Colorimetric	$26.00
80	Hydroxide	SM 2330B	Standard Methods	Included in Total Alkalinity
81	Total Alkalinity	SM2320B		$12.00
82	47 Appendix I VOCs	8260B	Purge and Trap GC/MS	$150.00
83	EDB, DBCP	EPA 504		$53.00

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times; in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

BABCOCK LABORATORIES, INC.

By:_____ Date: _____
Tiffany Gomez, CEO

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **13th day of June 2024 at 11:00 a.m.** on behalf of the Facilities and Community Services Department for **Laboratory Analysis Groundwater, Surface Water, Soil-Pore Gas, Leachate and Condensate for CSL – FCS05012024NA**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Addenda Acknowledged (N/A)	Total Bid Amount
1	Babcock Laboratories, Riverside CA	Yes	N/A	$17,612.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Nathalie Ayala; Louie Miranda

City Council Meeting **I. 7.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request to hold The Redlands Turkey Trot event hosted by Phoenix Hope International on November 28, 2024, within Sylvan Park and the surrounding area; authorize street closures related to the event; approve a request for in-kind support in the amount of $14,536 related to the event and determine that the approval of the request is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that the recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to approve a request for in-kind support for the amount of $14,536.00 related to this event; and
3. I move to approve the temporary street closure related to the event.

RECOMMENDATION:

Staff recommends that City Council approve the temporary street closure of Colton Ave between Division Street and Grove St, Division St. between E Colton St. and Park Ave, E Park Ave. between Division Street and University Street, N University Street between E Park Ave and Cornell Ave, Sylvan Blvd between N University St. and N Grove St., N Grove St between Sylvan Blvd and E Brockton Ave, E Brockton Ave, between N Grove St, and N University St, on November 28, 2024 for the Annual Turkey Trot Event.

Staff further recommends that the City Council determine that approval of the request is exempt from environmental review pursuant to Section 15311 of the

state’s guidelines implementing the California Environmental Quality Act (CEQA).

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the city. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to support programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support including the use of city equipment, staff, and facilities for special events.

Phoenix Hope International is requesting in-kind support in the amount of $14,536.00 and temporary closure of Colton Ave between Division Street and Grove St, Division St. between E Colton St. and Park Ave, E Park Ave. between Division Street and University Street, N University Street between E Park Ave and Cornell Ave, Sylvan Blvd between N University St and N Grove St, N Grove St between Sylvan Blvd and E Brockton Ave, E Brockton Ave, between N Grove St, and N University St, from the hours of 5:30 a.m to 11:30 a.m. The City Council approved the same event during fiscal year 2023-2024 with an in-kind support request in the amount of $12,649.00.

Phoenix Hope International is a non-profit organization operating out of the City of Mesa, Arizona. According to the submitted application, this will be the 10th year Phoenix Hope International has partnered with the City of Redlands for this event. In celebration of the 10th Annual Redlands Turkey Trot, Phoenix Hope International is partnering with Inland Harvest in hopes of collecting 10,000 lbs of food. All canned goods donated will go to local non-profit agencies that provide food for needy populations and all proceeds from this year's event will benefit Redlands Schools and local charities.

The event is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for in-kind support and the request for temporary street closure.

STRATEGIC PLAN:

Priority A - Quality of Life, Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jaclyn Ramirez, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2024/25
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	$14,536.00
Budgeted Y/N:	N
Discussion:	

Please see "Fiscal Impact" attachment for reference.

Attachments

Special Event Packet
In-Kind Request
Event Maps
Event Flyer
Verification of Non-Profit
Street Closure
Fiscal Impact

City of Redlands
35 Cajon Street, Ste. 222
Redlands, CA 92373
(909) 798-7655 ext 3

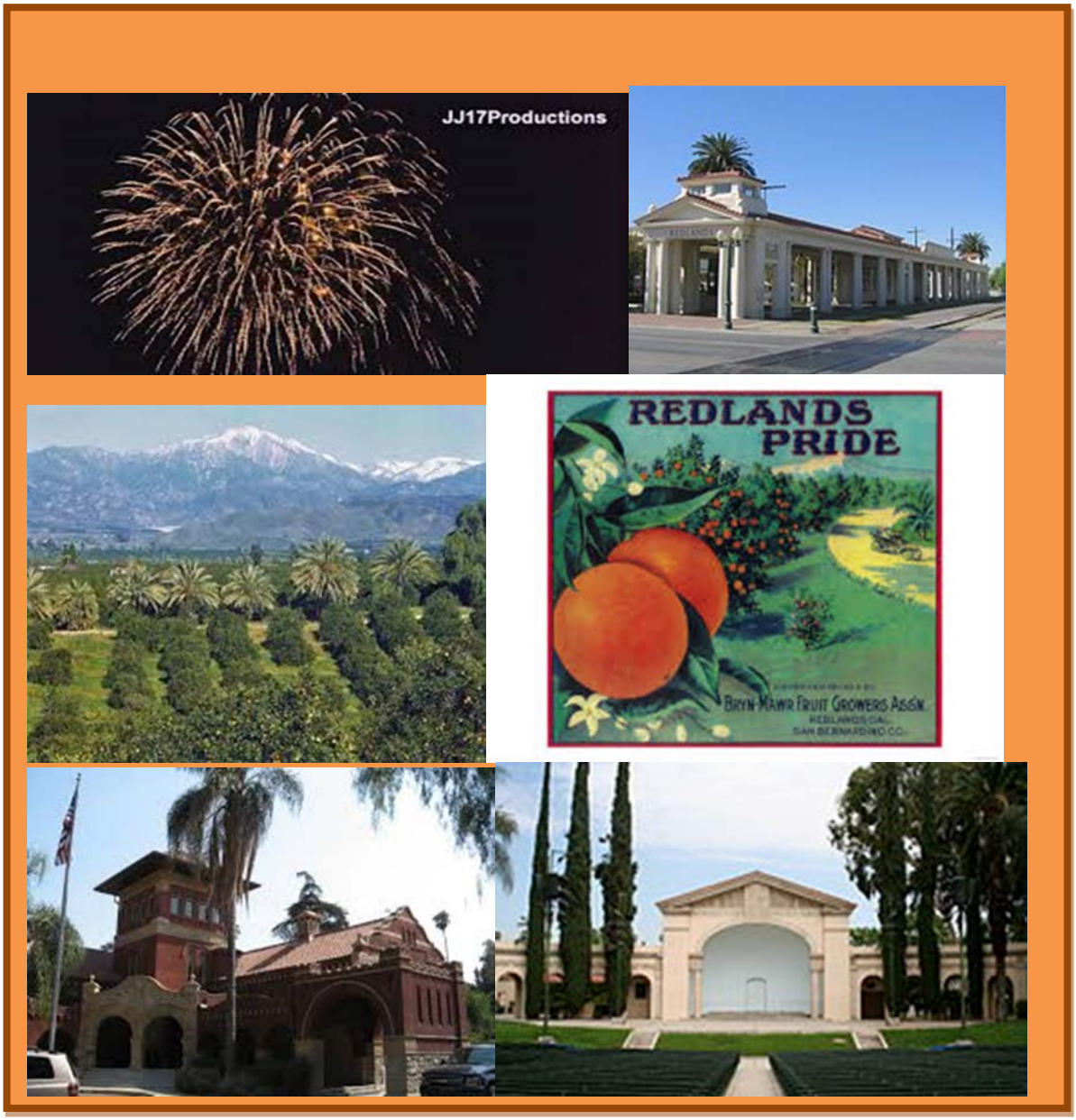
SPECIAL EVENTS PERMIT APPLICATION

EVENT: Redlands Turkey Trot

ORGANIZER: Phoenix Hope International

Date of Event: 11 / 28 / 2024

Date Submitted: 8 / 14 / 2024



NOTICE TO PERMIT APPLICANT

- Completed Special Event Permit Applications **must** be submitted to the Facilities & Community Services Department a **minimum of five (5) months prior** to the date the event is scheduled to begin.
- All forms in this application package that are relevant to your event must be complete and submitted together in order to be considered.
- Applicants must conform to all requirements for maintaining liability insurance.
- Incomplete applications or applications submitted past the deadline are subject to denial of request to hold event.

APPLICATION PROCESS

STEP 1 – Review Application Packet
The Special Events Application Packet has been designed to assist event organizers and will help with the development of event plans that comply with local codes, laws, policies and regulations governing activities associated with the production and management of special events. By applying to schedule a special event, you and your representatives agree you have the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed all local and state codes, laws, policies, and regulations associated with the proposed event and its related activities.

STEP 2 – Assess Venue
As an event organizer it is your responsibility to assess the venue, anticipated attendees, and event components of your proposed event prior to submitting the applications for the various permits. It is important to develop management strategies that ensure the safety of your guests, citizens, and the surrounding environment affected by your event.

STEP 3 – Submit Application
The City of Redlands requires permit applications to be submitted no later than ninety (90) days prior to the actual date of your event and allows applications to be submitted as early as one year before the event date. At the sole discretion of the City of Redlands, you may be authorized to submit written amendments to your initial permit application due to unique or changing circumstances related to the event. Amendments to your permit application must be submitted to the One Stop Permit Center no later than 14 days prior to your event.

All Applications Must Be Complete. The City of Redlands is not required to act upon an incomplete permit application. A permit application will not be approved or denied and you will not have requested venues reserved or held if you have not provided the required information. It is therefore important to provide all required information and documentation in a timely and complete manner. For an application to be considered complete, applicants must submit the following minimum information required in sufficient detail that the material can be understood and assessed: (there is a checklist form on page 13 to aid in the process).

- Special Events Permit Application with Site Plan
- Street Closure Permit with Route Map – if applicable
- Barricade Rental Form – if Street Closures requested
- Request to Serve Alcohol Permit form with Site Plan – if applicable
- Submit all required Certificates of Liability Insurance

STEP 4 – Review Process
After submitting your complete application and forms, your application will be reviewed by those departments involved with your requests in which fees and deposits will be determined. Departments may place conditions on your event, for example, solid waste requirements or specific parking plans.

STEP 5 – Submit Fees and Finalize Details
Once a Special Event Packet has been reviewed and approved; fees are due. A Coordination Meeting will be scheduled approximately two weeks prior to the event consisting of the Event Organizer(s) and representatives from supporting departments to settle/confirm final details.

SUMMARY OF EVENT

Event Title: Redlands Turkey Trot

Description: Running race in Redlands on Thanksgiving morning. 5k distance for most participants and a 1K race for children under 12. All proceeds go to charitable organizations with 50% of proceeds going to Redlands schools and the Redlands Educational Partnership foundation.

Date/Time

Setup	Date	11/27/2024	Time	3 PM	Location(s)	Streets around University of Redlands
Event Starts	Date	11/28/2024	Time	7:30 a.m.	Location(s)	Streets near U of R
Event Ends	Date	11/28/2024	Time	10 a.m.	Location(s)	Streets near U of R
Dismantle	Date	11/24/2024	Time	10 -11 a.m.	Location(s)	Streets near U of R

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 3500 Per Day 3500

Anticipated Participants: Total 3000 Per Day 3000

CONTACTS Person(s) or Agent(s) responsible for and authorized to represent this event on all matters:

	Primary Contact:	Secondary Contact
Name:	Kent Sommer	Matt Sommer
Address:	625 Ranch Lane	14215 Bounty Way
City, State, Zip	Glendora, CA 91741	Poway, CA 92064
Phone:	(714) 614-7321	(858) 888-0218
Email:	kentsommer@gmail.com	matt.sommer@gmail.com

Name of Organization: Phoenix Hope International Is it Non-Profit? Yes

Tax I.D. #: 27-2612542

Yes	No	
X		Is this an annual event? How many years have you been holding this event? 10 Years
XX		Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A
	X	Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A
	X	Will you be serving alcohol? If yes, please complete both Alcohol Permit forms in Appendix A
	XX	Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A
	X	Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A
X		Vendor(s)? If yes please complete the Vendor List in Appendix A.

APPENDIX A

SITE PLAN

Your event site plan/route map should include but not be limited to:

- ❑ An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- ❑ The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- ❑ The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- ❑ The location of first aid facilities and ambulances.
- ❑ The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- ❑ A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- ❑ Generator locations and/or source of electricity.
- ❑ Placement of vehicles and/or trailers.
- ❑ Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- ❑ Identification of all event components that meet accessibility standards.
- ❑ A parking and/or shuttle plan for events that are likely to exceed parking lot capacity of the space you are using.
- ❑ Other related event components not listed above.

TIMELINE

Please provide a narrative and timeline of your event. You may provide this information as an attachment if necessary.

HOUR	ACTION
See Traffic Plan Attachment	

SECURITY PLAN

YES NO

❑ ❑ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization

Address Street

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax Pager/Cellular _____

Private Patrol Operator License #

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application.

MEDICAL PLAN

Any event that has physical activity or is a race and has above 50 people requires a medical plan.

YES NO

❑ ❑ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan?

If yes, please list:

Medical Services Provider

Address Street

City _____ State Zip _____

Telephone Day _____ Evening _____ Fax Pager/Cellular _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas. You may attach the plan to this application if necessary.

See Traffic Plan Attachment

ACCESSIBILITY PLAN

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

YES NO

☒ ☐ Will there be a Clear Path of Travel throughout your event venue? Please describe
See traffic plan. Entire course is on city streets and accessible to all individuals.

☒ ☐ Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe
Handicap parking available in all parking lots in and around Sylvan Park. No shuttle services.

☒ ☐ Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe
Yes.

☒ ☐ Will all food, beverage and vending areas be accessible? Please describe
Food and beverage areas are located at the finish line and accessible to all

☒ ☐ Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe Neon event tape used to direct runners and event participants and is unobstructed by pedestrians

☐ ☑ If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe N/A

☒ ☐ If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe
Individuals at info booth are able to assist

☒ ☐ If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Please describe All areas are accessible

RESTROOM FACILITIES PLAN

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. Indicate on your timeline when portable toilets will be set up.

Yes No

☒ ☐ Do you plan to provide portable rest room facilities at your event?

If yes: Total number of portable toilets 15

If no: Please explain:

Rest Room Company United Site Services

Address Street 2323 W Baseline Road

City San Bernardino State CA Zip 92410

Telephone Day 1-800-toilets Evening _____ Fax _____ Pager/Cellular _____

LIST OF VENDORS

Please provide a list of vendors, what they are there for and their business license numbers. Keep in mind that this list of vendors cannot change after the event has been approved. All must have a Redlands business license in order to participate with your event. If you need more entries, please attach a list with the same information to your event package. Vendors include all businesses either performing a service or selling at your event. All food concessioners must meet the San Bernardino Counties Department of Public Health Food Handler's and Fire Suppression requirements.

Yes	No	
☐	☑	Will items or services be sold at your event?
☒	☐	Will you have some education only (not selling a product or service) booths?
☐	☑	Will items or services sold at your event present unique liability issues (e.g. massage, etc.)?
☐	☑	Does your event include food concession and/or preparation areas?
☐	☒	Do you intend to cook food in the event area?

If yes, please specify method:

- ☐ Gas
- ☐ Electric
- ☐ Charcoal
- ☐ Other (specify) _____

VENDOR	SERVICE THEY ARE PROVIDING	REDLANDS BUSINESS LICENSE NUMBER	EDUCATIONAL INFORMATION ONLY? (Y/N)
Phoenix Hope International			Yes
Redlands Educational Partnership			Yes

ENTERTAINMENT PLAN

YES NO

☐ ☑ Are there any musical entertainment features related to your event?

If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages
Number of Performers/Bands
Performer/Band name and music type

☐ ☑ Will sound checks be conducted prior to the event?
If yes, Start time Finish time_____

☒ ☐ Will sound amplification be used?
If yes, Start time 7:30 a.m. Finish time 10 a.m.

☐ ☑ Do you plan to have a patron dance component to either live or recorded music at your event?
If yes, please describe

☒ ☐ Please describe the sound equipment that will be used for your event _____
Speaker system at start/finish line to announce start of race and finishers

☒ ☐ Will inflatables, such as jumpers, or similar devices be used at your event?
If yes, please describe Start and finish line arch

☐ ☑ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?
If yes, please fill out a fireworks permit also located in this packet.
If yes, please describe

☒ ☐ Will your event include the use of any signs, banners, decorations, or special lighting?
If yes, please describe Inflatable arch at start and finish line

☐ ☑ Will there be massage activities at your event? If yes, please describe _____
_____

☐ ☑ Do your event plans include any, drawings or raffle opportunities?
If yes, please describe _____

ALCOHOL

Please Note: You will need to have your alcohol permit approved by Redlands city council prior to your event. A copy of your Alcohol license will be needed after city council approval, before the event.

Yes No

❑ ☑ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ❑ Free/Host Alcohol
- ❑ Alcohol Sales
- ❑ Host and Sale Alcohol
- ❑ Beer
- ❑ Beer and Wine
- ❑ Beer, Wine and Distilled Spirits

Please describe your security plan to ensure the safe sale or distribution of alcohol at your event. _____

MITIGATION OF IMPACT

YES NO

☒ ❑ Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain

☒ ❑ Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach.

If no, please explain _____

MARKETING AND PUBLIC RELATIONS

Yes No

☒ ☐ Will this event be marketed, promoted, or advertised in any manner?

If yes, please describe Online marketing through emails to past participants, flyers to children in schools, banners on street

☐ ☑ Will there by live media coverage during the event?

If yes, please describe Unknown. None anticipated.

☐ ☑ Will media vehicles be parked within the event venue?

If yes, please describe safety plan

☒ ☐ Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

If yes, please describe Any promotional signs will be at the start/finish line and will be removed at the end of the event. No signs were used at past events.

INSURANCE REQUIREMENTS

Regardless of the event you are required to have insurance that indemnifies the city of Redlands listing the location date and time.

Name of Insurance Agency INSURANCE MANAGEMENT GROUP

Address Street

City _____ State_____Zip _____

Telephone Day_____Evening _____ Fax Pager/Cellular _____

Contact Name

Policy Type

Policy Amount _____

Policy Number _____

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Redlands Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply will all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Redlands.

Print Name of Applicant/Host Organization Kent Sommer/Phoenix Hope International

Title Board Member

Signature Kent Sommer

Date 8/14/2024

Print Name of Professional Event Organizer

Title

Signature

Date

Thank you for completing your Special Event Permit Application. Before you submit your application to the City of Redlands, please make sure that the following steps have been completed:

Have you?

- ❑ Signed and dated your application?
- ❑ Attached your event site plan?
- ❑ Attached your event parking and shuttle plan?
- ❑ Attached your event security plan?
- ❑ Provided a copy of your security company's Private Patrol Operator's License?
- ❑ Attached your event medical plan?
- ❑ Attached a copy of your accessibility plan?
- ❑ Attached a complete entertainment list and schedule?
- ❑ Included letters of support or endorsement from impacted entities and community groups within your venue area?
- ❑ Provided samples of communications that will be distributed to impacted residents, businesses, schools, places of worship and other entities?
- ❑ Attached your Certificate of Insurance?
- ❑ Attached a copy of your IRS 501(C) tax exemption letter?
- ❑ Included any County, State, or Federal permits that may be required to hold your event in the selected venue?
- ❑ Applied for a Police Vice Permit, if applicable?

Submit your completed permit application to:

Special Events
35 Cajon St. Suite #15-A
Redlands, CA 92373

City of Redlands

In-Kind Support Request

Event Name: Redlands Turkey Trot

Event Date(s): 11/28/24 **Location(s):** Streets around University of Redlands

Rain Out Date: None **Beginning Time:** 7:30 am **End Time:** 10 am

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

Request for waiver of any park or facility reservation fees and other City fees associated with hosting this running event in Redlands, CA.

Select and Describe All City Provided Services That May Apply to Your Request :

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — Barricades for street closure
- [ ] Police (*Public Safety Personnel)* — Two officers used for event monitoring and street closures
- [ ] Fire (*Paramedics, Inspectors)*
- [ ] Parks *(Cleanup Personnel, Ball Field Lights)*
- [x] Facility — Event receptacles used for trash services

Refuse/Recycling *(Event Receptacles, Roll-Off Service)* acquired by Event Organizers through Redlands Customer Service

Section 13.65 of the Redlands Municipal Code requires that events that serve more than 2,000 individuals per day will be required to submit for review and approval a Large Venue Recycling Plan. The Quality of Life Department may require smaller events to comply with City recycling practices as a condition of waiving fees.

- [ ] Other

Group/Organization Name: Phoenix Hope International

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:**

Does your Group/Organization Presently Have Liability Insurance? [x] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? Yes

Primary Contact Name & Title: Kent Sommer, Board Member

Mailing Address: 625 N Ranch Lane, Glendora, CA 91741

Phone Number: (714) 614-7321 **E-Mail Address:** kentsommer@gmail.com

Updated 6/2021

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

Our organization would be able to use more of hte event proceeds to further our mission and goals, which includes building up schools, health clinics and other needed services in Guatemala.

Describe what economic benefit and impact this event will bring to the City:

Half of the event proeeds are donated to Redlands based organizations and charities. We partner with Redlands Educational Partnership (REP) to distribute the event proceeds to the schools in Redlands as needed. Our operating costs and the city fees are paid from event proceeds. If we did not have to pay for those costs because they were waived by the City, we would be able to donate more of our proceeds to the aforementioned charities and organizations.

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	2,000	2,000	None
Attendance: Non-Residents	1,000	1,000	None
Food & Beverage Sales	None	None	None
Merchandise Sales	$200	$200	None
Ticket/Entrance Fees	$30/adult; $15/child	$30/adult; $15/child	None
Other	None	None	None
Total Revenue	$68,000	$68,000	None

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: Kent Sommer **Title:** Board Member

Please Print Your Name: Kent Sommer **Date:** 8/14/2024

To Be Completed by the City of Redlands

Date Received: 8/15/2024 **Received By:** Jaclyn V. Ramirez

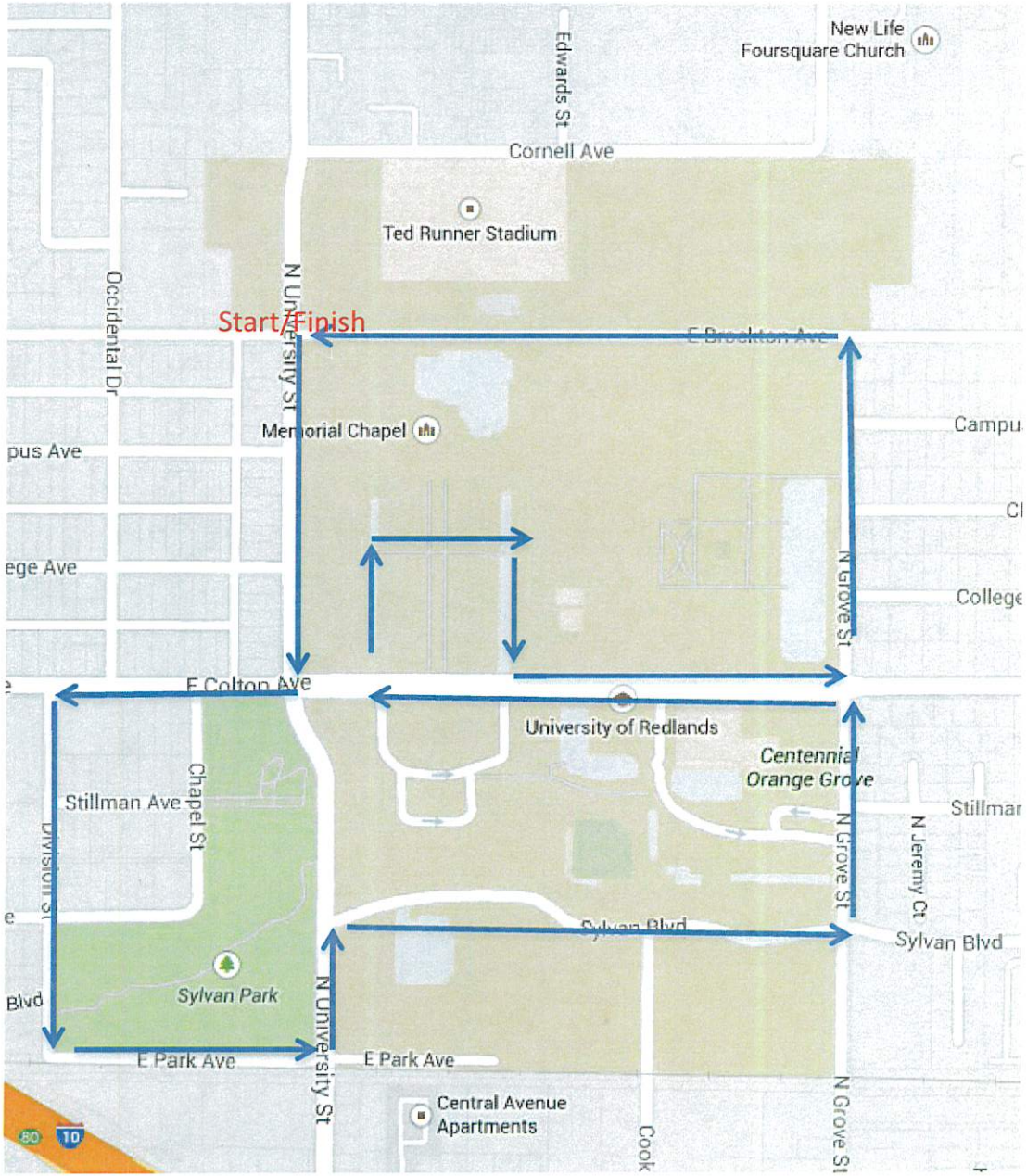
Notes:

City Manager Approval: City Council Approval:

5K Course

The 5k and 1k course is different than prior years:

1. Start at corner of University St and Brockton Ave
2. Participants will run south on University St.
3. West on Colton Ave.
4. South on Division St.
5. East on Park Ave
6. North on University St.
7. East on Sylvan Blvd
8. North on Grove St.
9. East on Colton Ave
10. North on West Drive
11. East on Chapel Dr.
12. South on East Drive
13. East on Colton Ave
14. North on Grove St
15. West on Brockton Ave. to the Finish



Kids' 1K Course

The kids (12 and under) 1K fun run course will be as follows:

1. Start the corner of University St and E Brockton Ave
2. Participants will run south on University St.
3. East on Colton Ave
4. North on West Drive
5. West on Chapel Dr.
6. North on University St to the Finish



Street Closures

The following street closures are proposed for the event.

1. Colton Ave between Division Street and Grove St.
2. Division St. between E Colton St. and Park Ave.
3. E Park Ave. between Division Street and University Street.
4. N University Street between E Park Ave and Cornell Ave.
5. Sylvan Blvd between N University St and N Grove St.
6. N Grove St between Sylvan Blvd and E Brockton Ave
7. E Brockton Ave between N Grove St and N University St.

Street closures will likely last two hours from 7:30 (15 minutes before the 1K race begins) to 9:30 a.m. (estimated time when last runner will finish the 5K).

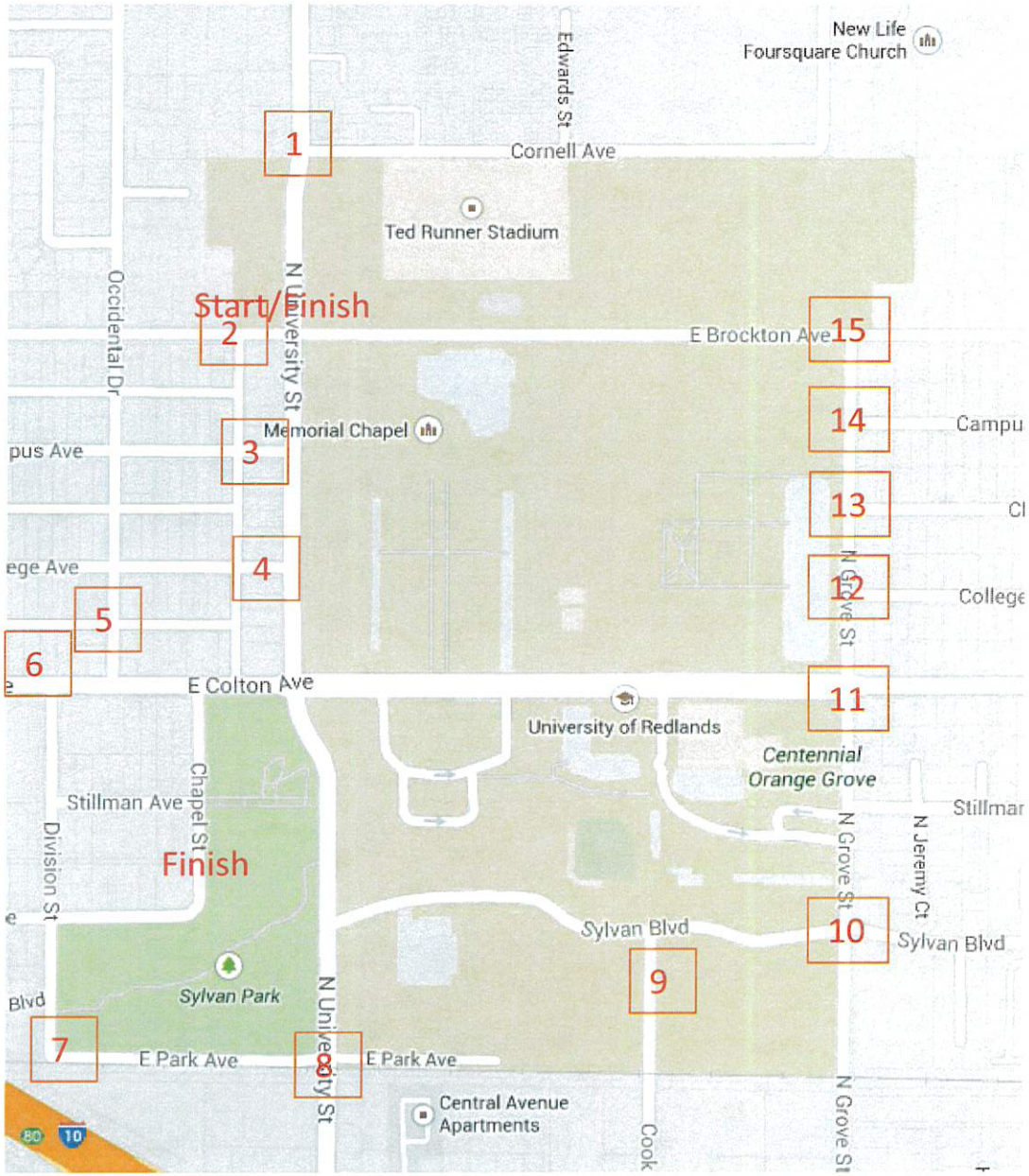
Roads will remain open and accessible to emergency vehicles as well as any residents that live on a street that is closed.



Traffic Monitor Locations

Traffic Monitor Intersections:

1. Cornell Ave and University St
2. University St and Brockton Ave
3. University St and Campus Ave
4. University St. and College Ave
5. Colton Ave and Occidental Dr
6. Colton Ave and Division St
7. Division St and Park Ave
8. University St and Park Ave
9. Sylvan Ave Blvd and Cook St
10. Grove St. and E. Sylvan Blvd
11. Grove St and Colton Ave
12. Grove St and College Ave
13. Grove St and Clock St
14. Grove St and Campus Ave
15. Grove St and Brockton Ave





REDLANDS TURKEY TROT

thanksgiving day

NOVEMBER 28, 2024

KIDS 1K 7:30 AM • 5K 8:00 AM

START LINE AT BROCKTON AVENUE & UNIVERSITY STREET

Scholarships available for school-aged children

PHOENIX HOPE INTERNATIONAL

REDLANDS EDUCATIONAL PARTNERSHIP

InlandHarvest

redlandsturkeytrot.com

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 18 2013

Employer Identification Number:
[redacted]
DLN:
[redacted]

PHOENIX HOPE INTERNATIONAL
C/O PARKER FILLMORE
1460 N GAYLORD CIR
MESA, AZ 85213

Contact Person:
DIANE M GENTRY ID# 31361
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
June 10, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Event: Redlands Turkey Trot

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Kent Sommer/Phoenix Hope International

To close (street names) See Traffic Plan

Between (street names) _____

On (date) 11/28/20 **Event times -** from (time) 7 ☑ am ☐ pm to (time) 10 ☑ am ☐ pm

Address of Applicant: 625 N Ranch Lane, Glendora, CA 91741

Signature of Applicant: Kent Sommer Phone No. (714) 614-7321

Condition(s): _____

Event Description: 5k run in Redlands on Thanksgiving morning

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. _____ Chief of Police — Date 9/11/2024
2. _____ Municipal Utilities & Engineering Department — Date 9/11/24
3. _____ Facilities & Community Services Department — Date 9/4/24
4. _____ Risk Management Division — Date 9/12/24

Street Closure time: From 6 ☒ am ☐ pm To 11 ☒ am ☐ pm

Staff Notes:

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**2024/2025 Amount**	**Type**	**2023/2024 Amount**
Police Personnel[1]	$12,300.00	Hard Cost	$11,130.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$2,025.00	Hard Cost	$1,125.00
Personnel & Equipment Subtotal	**$14,325.00**		**$12,255.00**
Fees Established by City Council Resolution			
Park Reservation	$211.00	Soft Cost	$94.00
FCS Equipment	$0.00	Soft Cost	$300.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	$211.00		
Total Departmental Charges and Fees	**$211.00**		**$12,649.00**
	$** 14,325.00 **$ 211.00 **$ 14,536.00**		**$** 12,255.00 **$** 394.00 **$ 12,649.00**

[1]*Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.*

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2022-23 to date:

TABLE 2: FY 2024-25 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$83,525.50	$5,466.70	$0.00	$88,992.20	$88,992.20

City Council Meeting **I. 8.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for in-kind support in the amount of $20,703 relating to the Redlands Veterans Day Celebration event hosted by the Redlands Hometown Heroes Foundation on November 11, 2024; approve the request to close E. Citrus Ave., Eureka St., W. State St., Center St., and Redlands Blvd. for the event; authorize the request for the sale and consumption of alcoholic beverages in Jennie Davis Park during the event; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311 of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that the staff's recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine that the approval of the event is exempt from the environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to approve a request for in-kind support of $20,703 for this event; and
3. I move to authorize the temporary closure of Citrus Ave., Church St., Eureka St., State St., Center St., Redlands Blvd and New York St; and
4. I move to authorize the sale and consumption of alcoholic beverages during the Veterans Day Celebration.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the request for the Redlands Veterans Day Celebration event at Jennie Davis Park is exempt from environmental review pursuant to Section 15311 of the state's guidelines implementing the California Environmental Quality Act (CEQA) and approve the temporary street closures of Citrus Ave., Church St., Eureka St., W State St., Center St., Redlands Blvd., and New York St. on November 11, 2024, with rolling street closures facilitated by Redlands Police Department from 7:00a.m to 12:00p.m. for the event. Additionally, staff recommends that the City Council direct staff accordingly regarding the request for in-kind support and further recommends that the City Council provide staff direction regarding the request for the sale and consumption of alcoholic beverages.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the city. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to provide support for programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support including the use of city equipment, staff, and facilities for special events.

The Redlands Hometown Heroes Foundation (Foundation) has reserved Jennie Davis Park on Monday, November 11, 2024, for the Redlands Veterans Day Celebration event to be held from 7:00 a.m. to 4:00 p.m. The Foundation is also requesting approval of rolling street closures on E. Citrus Ave., Eureka St., W. State St., Center St., and Redlands Blvd., and New York St for the parade as part of their event between the hours of 7:00 a.m. to 12:00 p.m.

Additionally, they are requesting in-kind support in the amount of $20,703 for departmental resources including Police Personnel, and the reservation of Jennie Davis Park. The Redlands Hometown Heroes Foundation is a non-profit organization operating out of Redlands, CA. The American Legion Post No.106 will be responsible for operating the proposed pouring station and for obtaining the Daily License to Serve Alcohol from the Office of Alcohol Beverage Control. The American Legion Post No. 106 is requesting permission to serve beer and wine at the event that will end no later than 4:00 p.m. The City Council's approval is necessary to authorize the consumption of alcohol for this event due to its location. Staff's approval authority is limited to only enclosed public areas in

public parks as defined by Resolution No. 7559 and therefore the granting of this request is outside city staff's purview.

The event is exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 consists of construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the in-kind support service request, deny the temporary street closure request, the sale and consumption of alcohol and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life, Beautification, Arts and Culture.

SUBMITTED BY:

Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:

Jaclyn Ramirez, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2024/25
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	$20,703.00
Budgeted Y/N:	N

Discussion:

Please see the "Fiscal Impact" attachment for reference.

Attachments

Special Event Packet
In-Kind Request
Event Map
Event Flyer
Verification of Non-Profit
ABC Permit
Street Closure Permit
Fiscal Impact

City of Redlands
35 Cajon Street, Ste. 222
Redlands, CA 92373
(909) 798-7655 ext 3

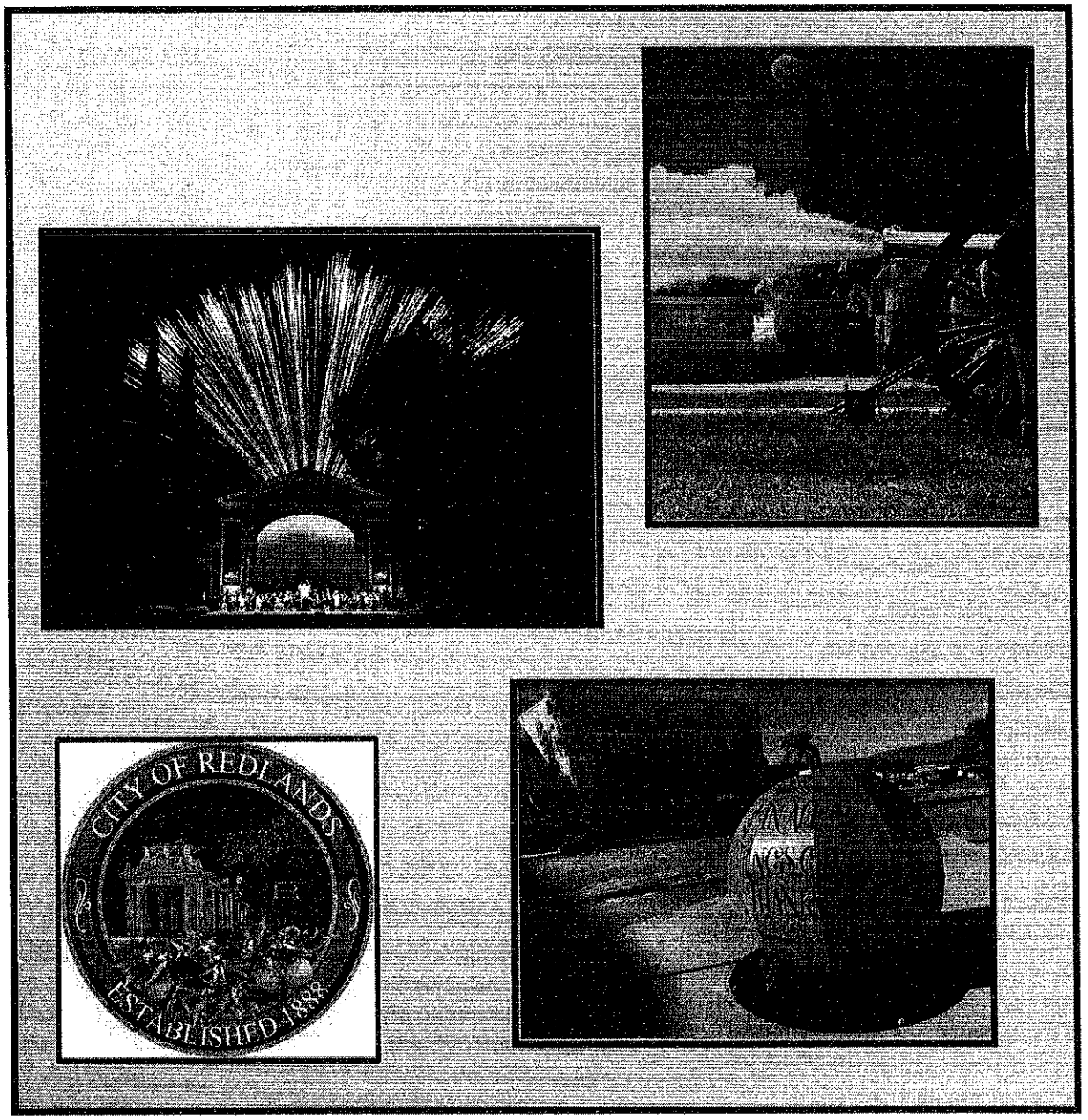
SPECIAL EVENTS PERMIT APPLICATION

EVENT: Redlands Veterans Day Celebration

ORGANIZER: Redlands Hometown Heroes Foundation

Date of Event: 11 / 11 / 2024

Date Submitted: 08 / 28 / 2024



NOTICE TO PERMIT APPLICANT

- Completed Special Event Permit Applications **must** be submitted to the Facilities & Community Services Department a **minimum of four (4) months prior** to the date the event is scheduled to begin.
- All forms in this application package that are relevant to your event must be complete and submitted together in order to be considered.
- Applicants must conform to all requirements for maintaining liability insurance.
- Incomplete applications or applications submitted past the deadline are subject to denial of request to hold event.

APPLICATION PROCESS

STEP 1 – Review Application Packet
The Special Events Application Packet has been designed to assist event organizers and will help with the development of event plans that comply with local codes, laws, policies and regulations governing activities associated with the production and management of special events. By applying to schedule a special event, you and your representatives agree you have the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed all local and state codes, laws, policies, and regulations associated with the proposed event and its related activities.

STEP 2 – Assess Venue
As an event organizer it is your responsibility to assess the venue, anticipated attendees, and event components of your proposed event prior to submitting the applications for the various permits. It is important to develop management strategies that ensure the safety of your guests, citizens, and the surrounding environment affected by your event.

STEP 3 – Submit Application
The City of Redlands requires permit applications to be submitted no later than ninety (90) days prior to the actual date of your event and allows applications to be submitted as early as six (6) months before the event date. At the sole discretion of the City of Redlands, you may be authorized to submit written amendments to your initial permit application due to unique or changing circumstances related to the event. Amendments to your permit application must be submitted to the One Stop Permit Center no later than 14 days prior to your event.

All Applications Must Be Complete. The City of Redlands is not required to act upon an incomplete permit application. A permit application will not be approved or denied and you will not have requested venues reserved or held if you have not provided the required information. It is therefore important to provide all required information and documentation in a timely and complete manner. For an application to be considered complete, applicants must submit the following minimum information required in sufficient detail that the material can be understood and assessed: (there is a checklist form on page 13 to aid in the process).

- Special Events Permit Application with Site Plan
- Street Closure Permit with Route Map – if applicable
- Barricade Rental Form – if Street Closures requested
- Request to Serve Alcohol Permit form with Site Plan – if applicable
- Submit all required Certificates of Liability Insurance

STEP 4 – Review Process
After submitting your complete application and forms, your application will be reviewed by those departments involved with your requests in which fees and deposits will be determined. Departments may place conditions on your event, for example, solid waste requirements or specific parking plans.

STEP 5 – Submit Fees and Finalize Details
Once a Special Event Packet has been reviewed and approved; fees are due. A Coordination Meeting will be scheduled approximately two weeks prior to the event consisting of the Event Organizer(s) and representatives from supporting departments to settle/confirm final details.

SUMMARY OF EVENT

Event Title Redlands Veterans Day Celebration

Description This celebration consists of a parade, starting at Redlands High School, and ending at Jennie Davis Park, followed by a ceremony and celebration in Jennie Davis Park. The celebration portion includes static vehicle displays, food vendors, and a beer garden, with live music. The ceremony will include dignitaries and honored Veterans

Date/Time Setup (Beer Garden) Date 11/10/2024 Time 9:00am Location(s) Jennie Davis Park

Setup (Parade)	Date	11/10/2024	Time	3:00pm	Location(s) Citrus Ave/Redlands H.S.
Event Starts	Date	11/11/2024	Time	9:00am	Location(s) Citrus Ave/Redlands H.S.
Event Ends	Date	11/11/2024	Time	4:00pm	Location(s) Jennie Davis Park
Dismantle	Date	11/11/2024	Time	4:00pm	Location(s) Jennie Davis Park

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 1,500 Per Day _____

Anticipated Participants: Total 500 Per Day _____

CONTACTS Person(s) or Agent(s) responsible for and authorized to represent this event on all matters:

	Primary Contact:	Secondary Contact
Name:	John Fulton	Mick Gallagher
Address:	26175 33rd Street	1467 Smiley Heights Drive
City, State, Zip	Highland, Ca 92346	Redlands, CA 92373
Phone:	(909) 213-1398	(909) 708-9212
Email:	redlandsveteransparade@gmail.com	gallaghersfte@aol.com

Name of Organization: Redlands Hometown Heroes Foundation Is it Non-Profit? YES

Tax I.D. #: 82-4717141

Yes	No	
☒	☐	Is this an annual event? How many years have you been holding this event? 12
☒	☐	Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A
☒	☐	Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A
☒	☐	Will you be serving alcohol? If yes, please complete both Alcohol Permit forms in Appendix A
☐	☒	Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A
☐	☒	Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A
☒	☐	Vendor(s)? If yes please complete the Vendor List in Appendix A.

APPENDIX A

SITE PLAN

Your event site plan/route map should include but not be limited to:

- ❑ An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- ❑ The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- ❑ The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- ❑ The location of first aid facilities and ambulances.
- ❑ The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- ❑ A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- ❑ Generator locations and/or source of electricity.
- ❑ Placement of vehicles and/or trailers.
- ❑ Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- ❑ Identification of all event components that meet accessibility standards.
- ❑ A parking and/or shuttle plan for events that are likely to exceed parking lot capacity of the space you are using.
- ❑ Other related event components not listed above.

TIMELINE

Please provide a narrative and timeline of your event. You may provide this information as an attachment if necessary.

HOUR	ACTION
11/08/24	Portable Toilet drop-off at Jennie Davis Park and Redlands H.S
11/10/24 9:00am	Beer Garden Fencing set-up
11/10/24 3:00pm	Parade staging set-up - Citrus Avenue
11/11/24 6:00am	Parade staging opens
11/11/24 7:00am	Jennie Davis Park set-up
11/11/24 9:00am	Parade starts
11/11/24 10:45am	Ceremony at Jennie Davis Park starts
11/11/24 4:00pm	Park clean-up

SECURITY PLAN

YES NO

☐ ☒ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization _____

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

Private Patrol Operator License# _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application. The Redlands Police Department is heavily involved in this event and has staff along the parade route and at Jennie Davis Park.

MEDICAL PLAN

Any event that has physical activity or is a race and has above 50 people requires amedical plan.

YES NO

☐ ☒ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan?

If yes, please list: _____

Medical Services Provider _____

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas. You may attach the plan to this application if necessary.

The Redlands Police Department is heavily involved in this event and has staff along the parade route and at Jennie Davis Park. The Redlans Fire Department will be participating in the parade as well.

ACCESSIBILITY PLAN

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

YES NO

☒ ☐ Will there be a Clear Path of Travel throughout your event venue? Please describe _
Public areas which already meet accessibility standards

☐ ☒ Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe

☒ ☐ Will a minimum of 10% of portable rest rooms at your event be accessible? Pleasedescribe
Jennie Davis Park restrooms are accessible

☒ ☐ Will all food, beverage and vending areas be accessible? Please describe
Yes, vending areas will be located on the grass at Jennie Davis Park

☒ ☐ Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Pleasedescribe No parking signs along parade route

☐ ☒ If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe N/A

☐ ☐ If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe N/A

☐ ☐ If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Pleasedescribe N/A

RESTROOM FACILITIES PLAN

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. Indicate on your timeline when portable toilets will be set up.

Yes No

☒ ☐ Do you plan to provide portable rest room facilities at yourevent?

If yes: Total number of portable toilets 4

If no: Please explain:

Rest Room Company Andy Gump

Address Street 26410 Summit Circle

City Santa Clarita State Ca Zip 91350

Telephone Day (661) 251-7721 Evening Fax Pager/Cellular

LIST OF VENDORS

Please provide a list of vendors, what they are there for and their business license numbers. Keep in mind that this list of vendors cannot change after the event has been approved. All must have a Redlands business license in order to participate with your event. If you need more entries, please attach a list with the same information to your event package. Vendors include all businesses either performing a service or selling at your event. All food concessioners must meet the San Bernardino Counties Department of Public Health Food Handler's and Fire Suppression requirements.

Yes	No	
☒	☐	Will items or services be sold at your event?
☒	☐	Will you have some education only (not selling a product or service) booths?
☐	☒	Will items or services sold at your event present unique liability issues (e.g. massage, etc.)?
☒	☐	Does your event include food concession and/or preparation areas?
☒	☐	Do you intend to cook food in the event area?

If yes, please specify method:

- ☒ Gas
- ☐ Electric
- ☐ Charcoal
- ☐ Other (specify) _____

VENDOR	SERVICE THEY ARE PROVIDING	REDLANDS BUSINESS LICENSE NUMBER	EDUCATIONAL INFORMATION ONLY? (Y/N)
4-Tinos Mexican Food	Food	08114952	N
Dawgs 4 Dogs	Food	08133039	N
American Legion Post 106	Food and Alcohol	08100409	N

ENTERTAINMENT PLAN

YES NO

☒ ☐ Are there any musical entertainment features related to your event?

If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages 1

Number of Performers/Bands 2

Performer/Band name and music type TBD- Patriotic and Rock

☒ ☐ Will sound checks be conducted prior to the event?

If yes, Start time 9:00am Finish time 10:00am

☒ ☐ Will sound amplification be used?

If yes, Start time 9:00am Finish time 4:00pm

☒ ☐ Do you plan to have a patron dance component to either live or recorded music at your event?

If yes, please describe Patrons may dance to the live music in the park

☒ ☐ Please describe the sound equipment that will be used for your event PA System

☐ ☒ Will inflatables, such as jumpers, or similar devices be used at your event?

If yes, please describe

☐ ☒ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please fill out a fireworks permit also located in this packet.

If yes, please describe

☒ ☐ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe American Flags placed in and around Jennie Davis Park

☐ ☒ Will there be massage activities at your event? If yes, please describe

☐ ☒ Do your event plans include any, drawings or raffle opportunities?

If yes, please describe

ALCOHOL

Please Note: You will need to have your alcohol permit approved by Redlands city council prior to your event. A copy of your Alcohol license will be needed after city council approval, before the event.

Yes No

☒ ☐ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ☐ Free/Host Alcohol
- ☒ Alcohol Sales
- ☐ Host and Sale Alcohol
- ☐ Beer
- ☒ Beer and Wine
- ☐ Beer, Wine and Distilled Spirits

Please describe your security plan to ensure the safe sale or distribution of alcohol at your event. Alcohol sale and consumption area is fenced and monitored by American Legion Post 106 Members to ensure purchase and consumption by only those patrons legally able to purchase and consume. Alcol is served by American Legion bartenders who are trained and certified in Responsible Beverage Service as required by the State of California.

MITIGATION OF IMPACT

YES NO

☒ ☐ Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain Parade Committee members walk the parade route and distribute parade posters and programs and ensure all businesses are aware of the street closures along the route.

☒ ☐ Do you have a sample of the notice that you propose to distribute two weeks prior to yourevent? If yes, please attach.

If no, please explain

MARKETING AND PUBLIC RELATIONS

Yes No

☒ ☐ Will this event be marketed, promoted, or advertised in anymanner?

f yes, please describe Event is promoted using social media and print media as well as posters distributed to businesses along the parade route

☐ ☒ Will there by live media coverage during the event?

f yes, please describe

☐ ☒ Will media vehicles be parked within the event venue?

f yes, please describe safety plan

☐ ☒ Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

f yes, please describe

INSURANCE REQUIREMENTS

Regardless of the event you are required to have insurance that indemnifies the city of Redlands listing the location date and time.

Name of Insurance Agency DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers

Address Street 10148 Riverside Drive

City Toluca Lake State Ca Zip 91602

Telephone Day (800) 364-2433 Evening Fax (818) 980-1595 Pager/Cellular

Contact Name Joseph Guerrero

Policy Type Commercial/General Liability

Policy Amount $1,000,000.00

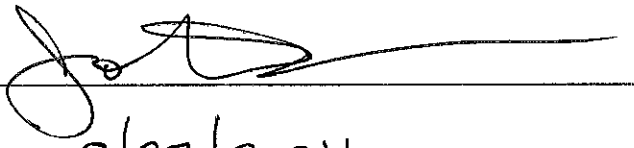
Policy Number UST022072230 NAEP120196

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Redlands Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply will all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Redlands.

Print Name of Applicant/Host Organization JOHN FULTON / Redlands Hometown Heroes Foundation

Title Parade Chairman

Signature 

Date 8/27/2024

Print Name of Professional Event Organizer _____

Title _____

Signature _____

Date _____

Thank you for completing your Special Event Permit Application. Before you submit your application to the City of Redlands, please make sure that the following steps have been completed:

Have you?

- ❑ Signed and dated your application?
- ❑ Attached your event site plan?
- ❑ Attached your event parking and shuttle plan?
- ❑ Attached your event security plan?
- ❑ Provided a copy of your security company's Private Patrol Operator's License?
- ❑ Attached your event medical plan?
- ❑ Attached a copy of your accessibility plan?
- ❑ Attached a complete entertainment list and schedule?
- ❑ Included letters of support or endorsement from impacted entities and community groups within your venue area?
- ❑ Provided samples of communications that will be distributed to impacted residents, businesses, schools, places of worship and other entities?
- ❑ Attached your Certificate of Insurance?
- ❑ Attached a copy of your IRS 501(C) tax exemption letter?
- ❑ Included any County, State, or Federal permits that may be required to hold your event in the selected venue?
- ❑ Applied for a Police Vice Permit, if applicable?

Submit your completed permit application to:

Special Events
35 Cajon St. Suite #222
Redlands, CA 92373

City of Redlands

In-Kind Support Request

Event Name: Redlands Turkey Trot

Event Date(s): 11/28/24 **Location(s):** Streets around University of Redlands

Rain Out Date: None **Beginning Time:** 7:30 am **End Time:** 10 am

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

Request for waiver of any park or facility reservation fees and other City fees associated with hosting this running event in Redlands, CA.

Select and Describe All City Provided Services That May Apply to Your Request :

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — Barricades for street closure
- [ ] Police (*Public Safety Personnel)* — Two officers used for event monitoring and street closures
- [ ] Fire (*Paramedics, Inspectors)*
- [ ] Parks *(Cleanup Personnel, Ball Field Lights)*
- [x] Facility — Event receptacles used for trash services

Refuse/Recycling *(Event Receptacles, Roll-Off Service)* acquired by Event Organizers through Redlands Customer Service

Section 13.65 of the Redlands Municipal Code requires that events that serve more than 2,000 individuals per day will be required to submit for review and approval a Large Venue Recycling Plan. The Quality of Life Department may require smaller events to comply with City recycling practices as a condition of waiving fees.

- [ ] Other

Group/Organization Name: Phoenix Hope International

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:**

Does your Group/Organization Presently Have Liability Insurance? [x] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? Yes

Primary Contact Name & Title: Kent Sommer, Board Member

Mailing Address: 625 N Ranch Lane, Glendora, CA 91741

Phone Number: (714) 614-7321 **E-Mail Address:** kentsommer@gmail.com

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

Our organization would be able to use more of hte event proceeds to further our mission and goals, which includes building up schools, health clinics and other needed services in Guatemala.

Describe what economic benefit and impact this event will bring to the City:

Half of the event proeeds are donated to Redlands based organizations and charities. We partner with Redlands Educational Partnership (REP) to distribute the event proceeds to the schools in Redlands as needed. Our operating costs and the city fees are paid from event proceeds. If we did not have to pay for those costs because they were waived by the City, we would be able to donate more of our proceeds to the aforementioned charities and organizations.

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	2,000	2,000	None
Attendance: Non-Residents	1,000	1,000	None
Food & Beverage Sales	None	None	None
Merchandise Sales	$200	$200	None
Ticket/Entrance Fees	$30/adult; $15/child	$30/adult; $15/child	None
Other	None	None	None
Total Revenue	$68,000	$68,000	None

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: Kent Sommer **Title:** Board Member

Please Print Your Name: Kent Sommer **Date:** 8/14/2024

To Be Completed by the City of Redlands

Date Received: 08/12/2024 **Received By:** Jaclyn Ramirez

Notes:

City Manager Approval: City Council Approval:


CITY OF REDLANDS
VETERANS DAY PARADE ROUTE
Parks & Open Space
Schools
Buildings
Parcels
City of Redlands
Parade Route
Freeway
Freeway Ramp
Major Street
Minor Street
Private
City of REDLANDS "A City That Works"
0
750
1,500
Feet
10 TO 210 FRWY
210 TO 10 FRWY
10 OFF RAMP
10 ON RAMP
10 FRWY
COLTON AVE
SUN AVE
UNION AVE
CAMPUS AVE
COLLEGE AVE
THE TERRACE
PEARL AVE
HIGH AVE
STILLMAN AVE
STUART AVE
PARK AVE
ORIENTAL AVE
SHOPPERS LN
REDLANDS BLVD
CENTRAL AVE
REDLANDS MALL
CITRUS AVE
VINE ST
OLIVE AVE
CLARK ST
FERN AVE
LAWTON ST
CALHOUN ST
COLUMBIA ST
WEBSTER ST
OHIO ST
CLAY ST
WASHINGTON ST
ALTA ST
HERALD ST
TRIBUNE ST
POST ST
OXFORD DR
LOMBARD DR
TEXAS ST
TENNESSEE ST
ORANGE ST
CHURCH ST
5TH ST
6TH ST
7TH ST
9TH ST
11TH ST
30TH ST
CARLSON AVE
GRANADA CT
STATE ST
CENTER ST
SAN GORGONIO DR
KENDALL ST
PARKWOOD DR
LINDA PL
GLENWOOD DR
NORWOOD ST
MERLBURY PL
BOND ST
MICHIGAN ST
NORMANDIE CT
EUREKA ST
ALVARADO ST
NEGROMA ST
CALON ST
SONOMA ST
MYRTLE ST
LA PALOMA ST
SONORA CIR
LA VERNE ST
CARRIE LN
HIBISCUS DR
REDLANDS BLVD

BOOTH INFORMATION

Indicate the total number in each category:

Fully enclosed booths (non-prepackaged food preparation): _____

Prepackaged food booths: _____

Number of shared three-compartment sinks: _____

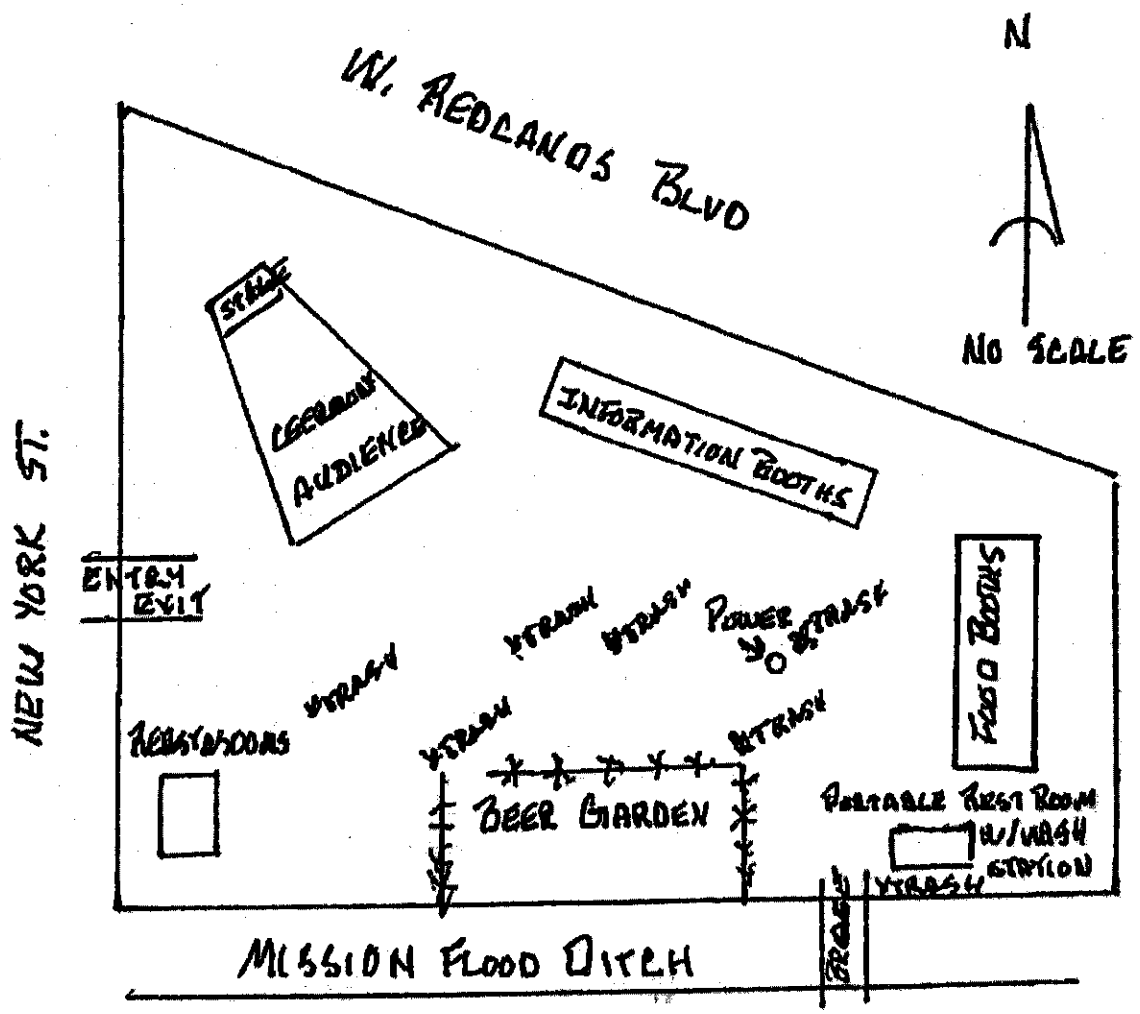
NOTE: IF THE EVENT ORGANIZER IS PROVIDING THREE-COMPARTMENT SINKS FOR VENDORS, EACH SINK MAY ONLY SERVICE UP TO FOUR VENDORS AND MUST BE LOCATED WITHIN 100 FEET OF EACH BOOTH.

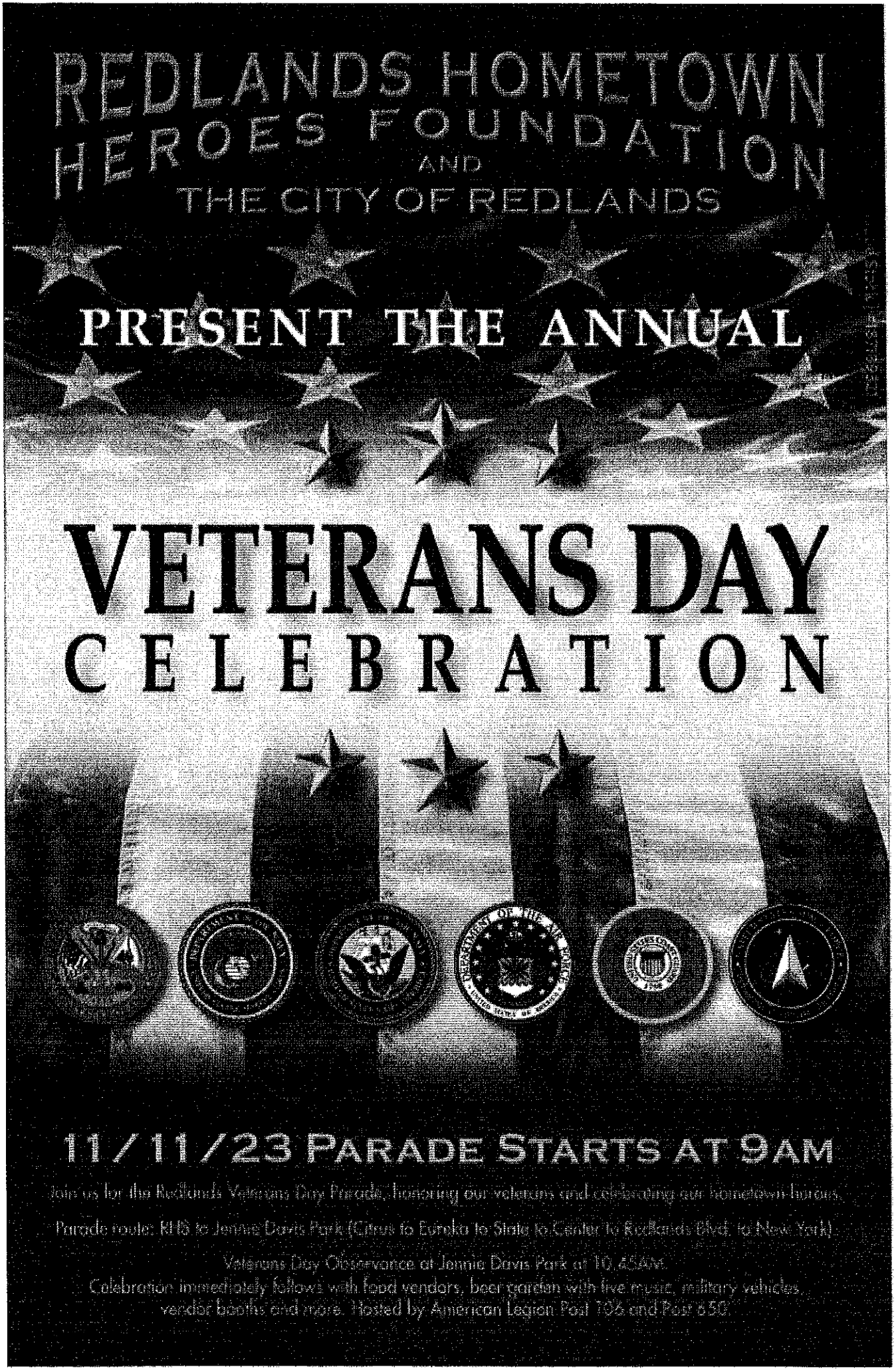
SITE MAP INSTRUCTIONS

All applications must include a site map (e.g. drawn, professional, etc.) indicating the following locations and the distances between each location:

- ☐ All food facilities (the number of vendors must correspond with the List of Participants/Vendors)
- ☐ Toilet facilities with associated handwashing station(s)
- ☐ Three-compartment warewashing sinks (if provided by the Event Organizer)
- ☐ Trash receptacles
- ☐ Potable water source
- ☐ Wastewater disposal site
- ☐ Electricity (if available)
- ☐ Pool, water slide (if applicable)

SITE MAP




REDLANDS HOMETOWN HEROES FOUNDATION
AND
THE CITY OF REDLANDS
PRESENT THE ANNUAL
VETERANS DAY
CELEBRATION
11/11/23 PARADE STARTS AT 9AM
Join us for the Redlands Veterans Day Parade, honoring our veterans and celebrating our hometown heroes.
Parade route: RHS to Jennie Davis Park (Citrus to Eureka to State to Center to Redlands Blvd. to New York)
Veterans Day Observance at Jennie Davis Park at 10:45AM.
Celebration immediately follows with food vendors, beer garden with live music, military vehicles,
vendor booths and more. Hosted by American Legion Post 106 and Post 650

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 2 8 2018

Employer Identification Number:

DLN:

REDLANDS HOMETOWN HEROES FOUNDATION
814 WEST COLTON AVENUE
REDLANDS, CA 92374-0000

Contact Person:
CUSTOMER SERVICE ID#
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 16, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

REDLANDS HOMETOWN HEROES FOUNDATION

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947

State of California

Department of Alcoholic Beverage Control

DAILY LICENSE APPLICATION

ABC USE ONLY		
License #	Receipt #	Fee $
Conditions Requested ☐ Yes ☐ No		Diagram Requested ☐ Yes ☐ No
License Type ☐ B & W ☐ General ☐ Special		

Complete all applicable items. Submit this application to your local ABC District Office with the required fee payable to ABC. To determine fee(s) due, visit https://www.abc.ca.gov/licensing/license-fees. Once the daily license is issued, fees cannot be refunded. Listing of ABC District Office is available at https://www.abc.ca.gov/contact/. Please visit https://www.abc.ca.gov/abc-221-instructions/ for further instructions.

SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION

Organization Name	Tax ID
REDLANDS HOMETOWN HERO FOUNDATION	
Organization Mailing Address	
P.O. BOX 7209 REDLANDS CA 92375	

LICENSE TYPE

☐ Special Daily Beer and Wine
- ☐ Amateur Sports Organization
- ☒ Charitable
- ☐ Civic
- ☐ Cultural
- ☐ Fraternal
- ☐ Political
- ☐ Religious
- ☐ Social
- ☐ Other:

☐ Daily General
- ☐ Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure
- ☐ Organization Formed for Specific Charitable or Civic Purpose
- ☐ Fraternal Organization in Existence over Five Years with Regular Membership
- ☐ Religious Organization
- ☐ Vessel per Section 24045.10 B&P ($50.00)

☐ Special Temporary License
- ☐ Television Station per Section 24045.2 or 24045.9 B&P
- ☐ Non-profit Corporation per Section 24045.4 and 24045.6 B&P
- ☐ Person conducting Estate Wine Sale per Section 24045.8 B&P
- ☐ Women's Educational and Charitable Organization per Section 24045.3 B&P
- ☐ Other Special Temporary License Per Section:

License #: Amount:

SECTION 2. EVENT DETAILS

Event Dates	Total # of Days	Hours of Alcoholic Beverage Sales, Service and/or consumption	Virtual Event *Mark Yes, if the event is 100% virtual*
11-1-24	1	8AM TO 4PM	☐ Yes ☒ No

Event Address (Street #, name, and city)	Event Location Description (Jones Park, Pavilion A, etc.)	Location Within the City Limit
REDLANDS BLVD & NEW YORK'S	REDLANDS JENNIE DAVIS PARK	☒ Yes ☐ No

Event Type	Type of Entertainment	Event Open to Public
☐Barbeque ☐Dinner ☐Sporting Event ☐Birthday ☐Festival ☐Social Gathering ☐Concert ☐Lunch ☐Wedding ☐Carnival ☐Mixer ☐Other: ☐Dance ☐Picnic	PICNIC IN THE PARK	☒ Yes ☐ No

Estimated Attendance	Security Guard If Yes, how many	Outdoor Event
1,000	☒Yes ☐No	☒ Yes* ☐ No **If Yes, a diagram of the event area is required*

REQUIRED

☐ By checking this box, you are certifying that you understand the requirements detailed in Business and Professions (B&P) Code Section 25682(c) which state that a nonprofit organization that has obtained a temporary daily license from the department must designate a person(s) to receive RBS training certification prior to the event, and that designated person(s) shall remain onsite for the duration of the event.

SECTION 3. CONTACT INFORMATION

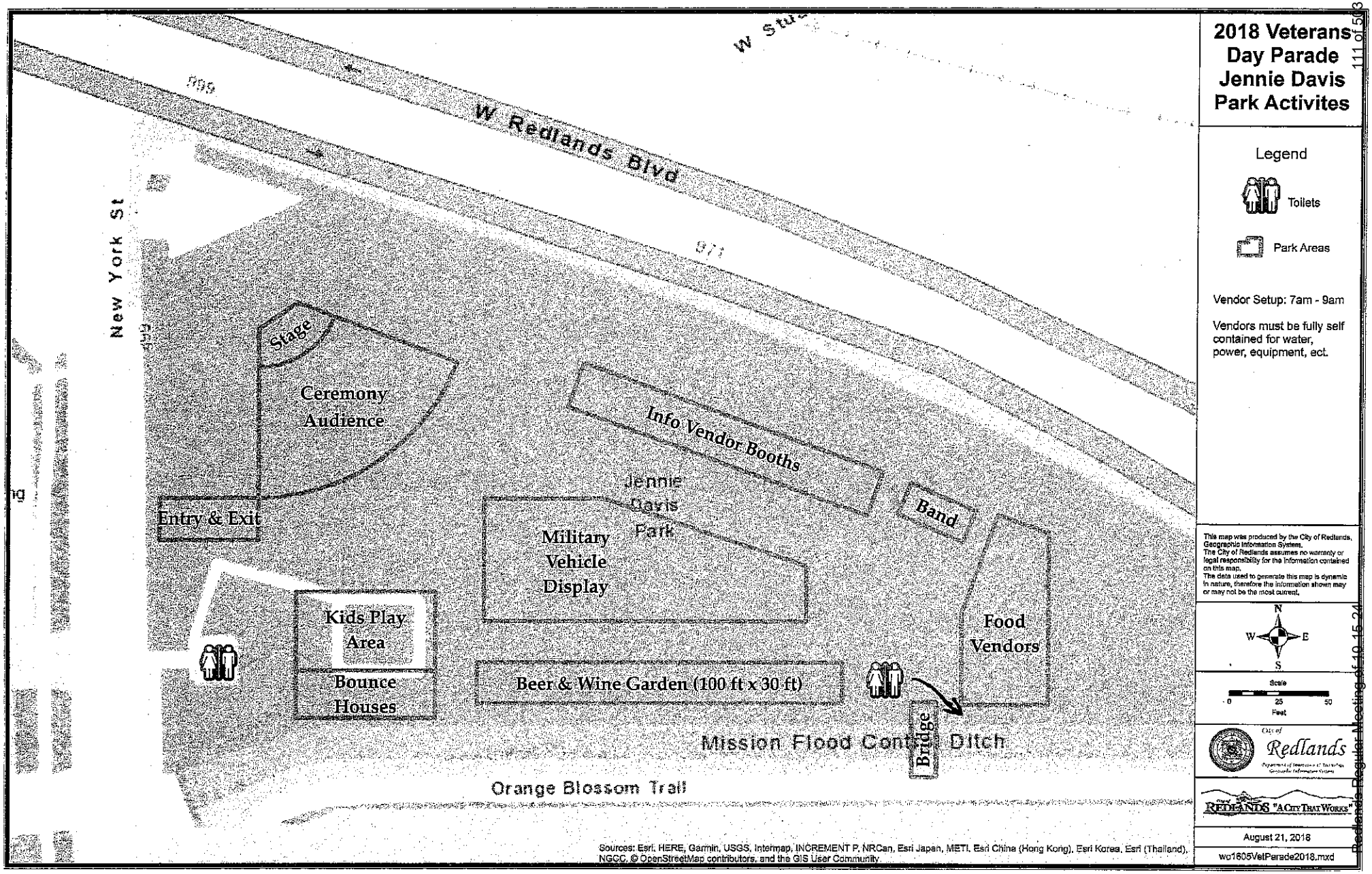
Contact Person	Phone Number	Email Address
RON JACKSON	909-800-0734	ALLSTAR0E9@AOL.COM

SECTION 4. SIGNATURES AND APPROVALS

I attest that I am authorized by the organization named above to make this application on its behalf.

Organization's Authorized Representative Name	Phone Number	Signature	Date Signed
RON JACKSON	909-800-0734	Ron Jackson	8-29-24
Property Owner Approval By (Name) Required	**Phone Number**	**Signature**	**Date Signed**
Tabitha Crocker	909.798 7655	Tabitha Crocker	9/3/24
Law Enforcement Approval By (Name), If applicable	**Phone Number**	**Signature**	**Date Signed**
RYAN STEINHAUS	909-647-8165		9/10/24
District Office Approval By (Name)	**Phone Number**	**ABC Employee Signature**	**Issuance Date**

The above named organization is hereby licensed, pursuant to the California B&P Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the abovenamed location for the period authorized above. B&P Code Section 25682(c) requires that a designated RBS-trained person(s) shall remain on site for the duration of the event. Failure to comply with this requirement will result in immediate cancellation of the permit. **This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.**



2018 Veterans Day Parade Jennie Davis Park Activites

Legend

Toilets

Park Areas

Vendor Setup: 7am - 9am

Vendors must be fully self contained for water, power, equipment, ect.

This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

N W E S

Scale
0 25 50
Feet

City of Redlands

REDLANDS "A City That Works"

August 21, 2018

wo1605VetParade2018.mxd

Event: Veterans Day Parade

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Redlands Hometown Heroes Foundation

To close (street names) Citrus Ave, S Church St., Eureka St., State St., Center St., Redlands Bvd., New York St.

Between (street names) Citrus Ave (between University and Eureka), S Church St (between Citrus and Redlands Blvd), Eureka St (between Citrus and Redlands Blvd), State St (between Eureka and Center), Center St (between State and Redlands Blvd)

On (date) 11/11/20 **Event times -** from (time) 7 ☑ am ☐ pm to (time) 12 ☐ am ☑ pm

Address of Applicant: PO Box 7709 Redlands, CA 92375

Signature of Applicant: _____ Phone No. 909-213-1398

Condition(s): _____

Event Description: Veterans Day Parade

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. _____ Chief of Police — Date 9/18/2024
2. _____ Municipal Utilities & Engineering Department — Date 9/20/24
3. _____ Facilities & Community Services Department — Date 9/19/2024
4. _____ Risk Management Division — Date 9/25/24

Street Closure time: From Rolling 7 ☒ am ☐ pm To 12 ☐ am ☒ pm

Staff Notes: Rolling street closures will be facilitated by Redlands police department.

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**2024/2025 Amount**	**Type**	**2023/2024 Amount**
Police Personnel[1]	$19,353.00	Hard Cost	$18,078.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$1,350.00	Hard Cost	$0.00
Personnel & Equipment Subtotal	**$20,703.00**		**$18,078.00**
Fees Established by City Council Resolution			
Park Reservation	$0.00	Soft Cost	$188.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	$0.00		$18,266.00
Total Departmental Charges and Fees	**$0.00**		$18,266.00
	$20,703.00 **$0.00** **$20,703.00**		**$18,078.00** **$188.00** **$18,266.00**

[1]*Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.*

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2022-23 to date:

TABLE 2: FY 2024-25 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$83,525.50	$5,466.70	$0.00	$88,992.20	$88,992.20

City Council Meeting **I. 9.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and the request for in-kind support in the amount of $25,778 related to the New Year's Eve Orange Drop event hosted by the Redlands Chamber of Commerce on December 31, 2024; and that this item is categorically exempt from environmental review pursuant to Section 15311 (c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that the recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine the approval of the event is exempt from environmental review pursuant to Section 15311 (c) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to approve a request for in-kind support for the amount of $25,778.00 related to this event; and
3. I move to authorize the temporary closure of Citrus Ave., 6th St., 7th St., and 8th St on Tuesday, December 31st, 2024 for the Annual Chamber of Commerce NYE Orange Drop.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the request for the Annual Chamber of Commerce NYE Orange Drop is exempt from environmental review pursuant to Section 15311 of the state's guidelines implementing the California Environmental Quality Act (CEQA), approve the expenditure of city resources and in-kind support in the amount of $25,778.00, and approve the temporary street closures of Citrus Ave., 6th St., 7th St., and 8th St on Tuesday, December 31st, 2024 related to the event.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the city. Upon the issuance of a special permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to support programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support including the use of equipment, staff, and facilities for special events.

The Redlands Chamber of Commerce has submitted a request for approval to temporarily close certain streets on December 31, 2024, as part of their Annual New Year's Eve Orange Drop event. They are seeking permission to temporarily close Citrus Avenue between the east side of the Citrus Avenue and 6th Street intersection to the west side of the Citrus Avenue and W. Olive Street intersection. The Chamber is also requesting the closure of 6th Street between E. State Street and the north side of the Citrus Avenue & 6th Street intersection, as well as the closure of 7th Street and 8th Street between E. State Street and the closed portion of Citrus Avenue. The requested street closure of Citrus Avenue is from 9:00 a.m. on December 31, 2024, until 9:00 a.m. on January 1, 2025. This will allow time for street sweepers and staff to thoroughly clean up any debris prior to opening the street for vehicular traffic. The requested street closure of 6th, 7th and 8th Streets will be from 9:00 a.m on December 31, 2024, to 2:00 a.m. on January 1, 2025. In addition to street closures, the Chamber of Commerce is requesting in-kind support and departmental resources totaling $25,778.00. The Chamber of Commerce is a registered non-profit organization based in the City of Redlands.

The City Council previously approved in-kind support of $18,189.14 for the New Year's Eve Orange Drop event in 2023. Although the event has not taken place since then, the Chamber envisions the fourth Annual New Year's Eve Orange Drop as a family-friendly gathering in Downtown Redlands, drawing a significant crowd of approximately 4,000 people to downtown businesses. The application states that this event is designed to showcase our local businesses, enhance their visibility, and potentially boost sales. Moreover, it offers opportunities for local vendors to participate and extends its advertising reach beyond Redlands to other areas in the East Valley and the Inland Empire.

The event is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same

locations from time to time in pubically owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for in-kind support and the request for temporary street closure.

STRATEGIC PLAN:

Priority A: Quality of Life, Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jaclyn Ramirez, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2024/25
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	$25,778.00
Budgeted Y/N:	N

Discussion:
Please see "Fiscal Impact" attachment for reference.

Attachments

Special Event Packet
In-Kind Request
Event Map
Verification of Non-Profit
Street Closure
Fiscal Impact

City of Redlands
35 Cajon Street, Ste. 222
Redlands, CA 92373
(909) 798-7655 ext 3

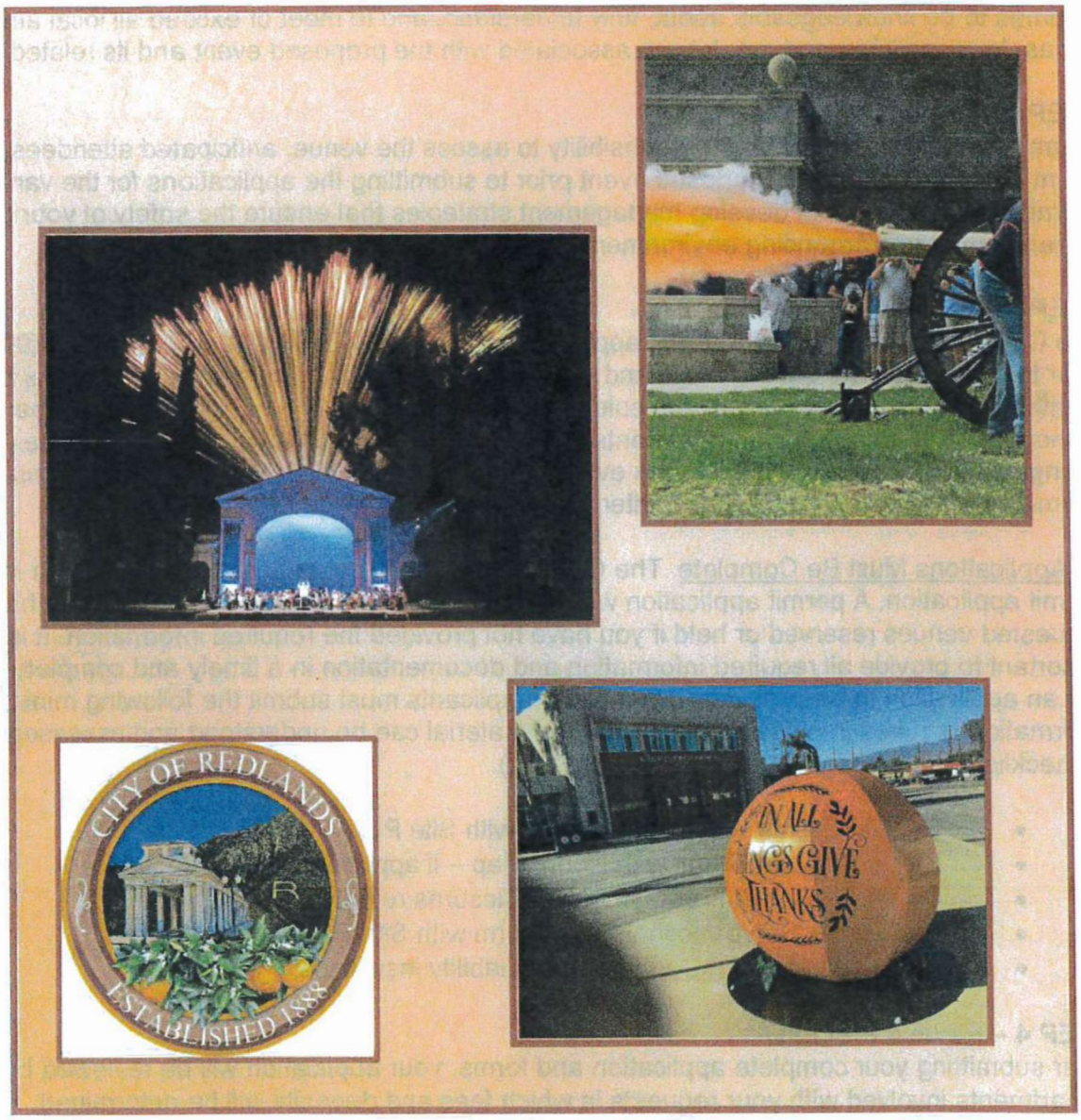
SPECIAL EVENTS PERMIT APPLICATION

EVENT: 2024 New Year's Eve Orange Drop

ORGANIZER: Redlands Chamber of Commerce

Date of Event: 12 / 31 / 2024

Date Submitted: ___ / ___ / ___



NOTICE TO PERMIT APPLICANT

- Completed Special Event Permit Applications **must** be submitted to the Facilities & Community Services Department a **minimum of four (4) months prior** to the date the event is scheduled to begin.
- All forms in this application package that are relevant to your event must be complete and submitted together in order to be considered.
- Applicants must conform to all requirements for maintaining liability insurance.
- Incomplete applications or applications submitted past the deadline are subject to denial of request to hold event.

APPLICATION PROCESS

STEP 1 – Review Application Packet
The Special Events Application Packet has been designed to assist event organizers and will help with the development of event plans that comply with local codes, laws, policies and regulations governing activities associated with the production and management of special events. By applying to schedule a special event, you and your representatives agree you have the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed all local and state codes, laws, policies, and regulations associated with the proposed event and its related activities.

STEP 2 – Assess Venue
As an event organizer it is your responsibility to assess the venue, anticipated attendees, and event components of your proposed event prior to submitting the applications for the various permits. It is important to develop management strategies that ensure the safety of your guests, citizens, and the surrounding environment affected by your event.

STEP 3 – Submit Application
The City of Redlands requires permit applications to be submitted no later than ninety (90) days prior to the actual date of your event and allows applications to be submitted as early as six (6) months before the event date. At the sole discretion of the City of Redlands, you may be authorized to submit written amendments to your initial permit application due to unique or changing circumstances related to the event. Amendments to your permit application must be submitted to the One Stop Permit Center no later than 14 days prior to your event.

All Applications Must Be Complete. The City of Redlands is not required to act upon an incomplete permit application. A permit application will not be approved or denied and you will not have requested venues reserved or held if you have not provided the required information. It is therefore important to provide all required information and documentation in a timely and complete manner. For an application to be considered complete, applicants must submit the following minimum information required in sufficient detail that the material can be understood and assessed: (there is a checklist form on page 13 to aid in the process).

- Special Events Permit Application with Site Plan
- Street Closure Permit with Route Map – if applicable
- Barricade Rental Form – if Street Closures requested
- Request to Serve Alcohol Permit form with Site Plan – if applicable
- Submit all required Certificates of Liability Insurance

STEP 4 – Review Process
After submitting your complete application and forms, your application will be reviewed by those departments involved with your requests in which fees and deposits will be determined. Departments may place conditions on your event, for example, solid waste requirements or specific parking plans.

STEP 5 – Submit Fees and Finalize Details
Once a Special Event Packet has been reviewed and approved; fees are due. A Coordination Meeting will be scheduled approximately two weeks prior to the event consisting of the Event Organizer(s) and representatives from supporting departments to settle/confirm final details.

SUMMARY OF EVENT

Event Title Redlands Chamber NYE Orange Drop

Description The Redlands Chamber NYE Orange Drop is a free event that the chamber puts on for the entire community. We have food, drink, and dessert vendors that will be on Citrus Ave for the community to enjoy. We had a free kids zone that included a bounce house, face painting, and painting/craft activities. There we also performanaces from local gymnastics groups the performed on Citrus Ave. We had a DJ playing music throughout the event, as well as a stage with a monitor screen playing a slide show with videos and images. Throughtout the event, the 8 foot tall orange was hanging from a 150 foot crane waiting for the countdown to begin. As we got closer to 9PM, the countdown started at 20 seconds and the orange began to be lowered ending just above the stage at 0. At 0, there were confetti cannons that went off and music began playing again as people danced in the street.

Date/Time

Setup	Date 12/31/2024	Time 9AM-5PM	Location(s) Citrus Ave, between 6th and 8th
Event Starts	Date 12/31/2024	Time 6PM	Location(s) Citrus Ave, between 6th and 8th
Event Ends	Date 12/31/2024	Time 9PM	Location(s) Citrus Ave, between 6th and 8th
Dismantle	Date 12/31/2024	Time 9:30PM-11PM	Location(s) Citrus Ave, between 6th and 8th

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 4,000 Per Day 4,000

Anticipated Participants: Total _____ Per Day _____

CONTACTS Person(s) or Agent(s) responsible for and authorized to represent this event on all matters:

	Primary Contact:	Secondary Contact
Name:	Evan Sanford	Noah Moeller
Address:	47 N. First St.	47 N. First St.
City, State, Zip	Redlands, CA 92373	Redlands, CA 92373
Phone:	909-793-2546	909-793-2546
Email:	evan@redlandschamber.org	noah@redlandschamber.org

Name of Organization: Redlands Chamber of Commerce Is it Non-Profit? Yes

Tax I.D. #: _____

Yes	No	
(Y)	( )	Is this an annual event? How many years have you been holding this event? 5 non-consecutive years
(Y)	( )	Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A
( )	(N)	Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A
(Y)	( )	Will you be serving alcohol? If yes, please complete both Alcohol Permit forms in Appendix A
( )	(N)	Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A
( )	(N)	Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A
(Y)	( )	Vendor(s)? If yes please complete the Vendor List in Appendix A.

APPENDIX A

SITE PLAN

Your event site plan/route map should include but not be limited to:

- ☑ An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- ☑ The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- ☑ The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- ☑ The location of first aid facilities and ambulances.
- ☑ The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- ☑ A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- ☑ Generator locations and/or source of electricity.
- ☑ Placement of vehicles and/or trailers.
- ☑ Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- ☑ Identification of all event components that meet accessibility standards.
- ☑ A parking and/or shuttle plan for events that are likely to exceed parking lot capacity of the space you are using.
- ☑ Other related event components not listed above.

TIMELINE

Please provide a narrative and timeline of your event. You may provide this information as an attachment if necessary.

HOUR	ACTION
Attached seperate document	

SECURITY PLAN

YES NO

❑ ☑ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization _____

Address Street _____

City_____State_____Zip _____

Telephone Day_____Evening_____Fax _____ Pager/Cellular _____

Private Patrol Operator License# _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application. _____

_____

_____

_____

_____

MEDICAL PLAN

Any event that has physical activity or is a race and has above 50 people requires amedical plan.

YES NO

❑ ☑ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan?

If yes, please list: _____

Medical Services Provider _____

Address Street _____

City_____State _____ Zip _____

Telephone Day_____Evening_____Fax _____ Pager/Cellular _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas. You may attach the plan to this application if necessary.

_____

_____

_____

_____

_____

_____

ACCESSIBILITY PLAN

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

YES NO

☑ ☐ Will there be a Clear Path of Travel throughout your event venue? Please describe _
The entire street will be open for people to travel through since the sidewalks will be displaying the vendors

☑ ☐ Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe
People will utilize available public parking, including handicap parking. There will be reserved parking for some, that also includes handicap parking.

☐ ☐ Will a minimum of 10% of portable rest rooms at your event be accessible? Pleasedescribe
The City of Redlands provided portable restrooms last year and our request is to have the same.

☑ ☐ Will all food, beverage and vending areas be accessible? Pleasedescribe
All vendors will be on the sidewalks, meaning anybody can go up to them from the street.

☑ ☐ Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Pleasedescribe
There is a large screen on Citrus ave that cannot be obstructed that has information.

☐ ☑ If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe
No telephones will be provided.

☐ ☑ If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe
No information center is required for this event.

☑ ☐ If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Pleasedescribe All areas will be accessible

RESTROOM FACILITIES PLAN

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. Indicate on your timeline when portable toilets will be set up.

Yes No

☐ ☑ Do you plan to provide portable rest room facilities at yourevent?

If yes: Total number of portable toilets _____

If no: Please explain: The City of Redlands provided portable restrooms last year and our request is to have the same.

Rest Room Company _____

Address Street _____

City _____ State _____ Zip _____

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

LIST OF VENDORS

Please provide a list of vendors, what they are there for and their business license numbers. Keep in mind that this list of vendors cannot change after the event has been approved. All must have a Redlands business license in order to participate with your event. If you need more entries, please attach a list with the same information to your event package. Vendors include all businesses either performing a service or selling at your event. All food concessioners must meet the San Bernardino Counties Department of Public Health Food Handler's and Fire Suppression requirements.

Yes	No	
☑	☐	Will items or services be sold at your event?
☑	☐	Will you have some education only (not selling a product or service) booths?
☐	☑	Will items or services sold at your event present unique liability issues (e.g. massage, etc.)?
☑	☐	Does your event include food concession and/or preparation areas?
☐	☑	Do you intend to cook food in the event area?

If yes, please specify method:

- ☐ Gas
- ☐ Electric
- ☐ Charcoal
- ☐ Other (specify) _____

VENDOR	SERVICE THEY ARE PROVIDING	REDLANDS BUSINESS LICENSE NUMBER	EDUCATIONAL INFORMATION ONLY? (Y/N)

ENTERTAINMENT PLAN

YES NO

☑ ☐ Are there any musical entertainment features related to your event?

If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages One

Number of Performers/Bands 3

Performer/Band name and music type gymnastics groups

☑ ☐ Will sound checks be conducted prior to the event?

If yes, Start time 3PM Finish time 4PM

☑ ☐ Will sound amplification be used?

If yes, Start time 3PM Finish time 9PM

☑ ☐ Do you plan to have a patron dance component to either live or recorded music at your event?

If yes, please describe People are able to dance in the street to the DJ music

☑ ☐ Please describe the sound equipment that will be used for your event

There will be speakers on the stage and down Citrus Ave.

☑ ☐ Will inflatables, such as jumpers, or similar devices be used at your event?

If yes, please describe There will be a bounce house in the kids zone

☐ ☑ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please fill out a fireworks permit also located in this packet.

If yes, please describe

☑ ☐ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe there will be extra lighting on Citrus and over the kids zone on 7th St.

☐ ☑ Will there be massage activities at your event? If yes, please describe

☐ ☑ Do your event plans include any, drawings or raffle opportunities?

If yes, please describe

ALCOHOL

Please Note: You will need to have your alcohol permit approved by Redlands city council prior to your event. A copy of your Alcohol license will be needed after city council approval, before the event.

Yes No

☐ ☑ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ☐ Free/Host Alcohol
- ☐ Alcohol Sales
- ☐ Host and Sale Alcohol
- ☐ Beer
- ☐ Beer and Wine
- ☐ Beer, Wine and Distilled Spirits

Please describe your security plan to ensure the safe sale or distribution of alcohol at your event. _____

MITIGATION OF IMPACT

YES NO

☑ ☐ Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain _____

☐ ☑ Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach.

If no, please explain We will provide them with the layout of the event and QR codes with information directing them to our website for more information

MARKETING AND PUBLIC RELATIONS

Yes No

☑ ☐ Will this event be marketed, promoted, or advertised in anymanner?

f yes, please describe There will be advertisements in local news organizations, paid adverdising across social media platforms, along with regular promotional material during Chamber events.

☐ ☑ Will there by live media coverage during the event?

f yes, please describe

☐ ☑ Will media vehicles be parked within the event venue?

f yes, please describe safety plan

☑ ☐ Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

f yes, please describe The streets will be blocked off and only accessible by foot. all promotional items will only be found within that area.

INSURANCE REQUIREMENTS

Regardless of the event you are required to have insurance that indemnifies the city of Redlands listing the location date and time.

Name of Insurance Agency Hub International Insurance

Address Street P.O. Box 5345

City Riverside State California Zip 92517

Telephone Day (951) 788-8500 Evening (951) 788-8500 Fax Pager/Cellular

Contact Name Samantha Orf

Policy Type General Liability

Policy Amount $2,000,000 - General Aggregate

Policy Number PHPK2340096

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Redlands Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply will all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Redlands.

Print Name of Applicant/Host Organization Redlands Chamber of Commerce

Title Evan Sanford, Executive Director

Signature Evan Sanford

Date 8/2/2024

Print Name of Professional Event Organizer Evan Sanford

Title Executive Director

Signature Evan Sanford

Date 8/2/2024

City of Redlands

In-Kind Support Request

Event Name: Redlands Chamber New Year's Eve Orange Drop

Event Date(s): December 31st **Location(s):** Citrus Ave - West of 6th St and East of 9th St.

Rain Out Date: N/A **Beginning Time:** 6PM **End Time:** 9PM

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

Requesting street closures, police and fire waivers to accommodate up to 4,000 attendees for New Year's Eve festivities and patrons of local restaurants, bars, and retailers, ending with the Orange drop at 9PM. Also providing the portable restrooms.

Select and Describe All City Provided Services That May Apply to Your Request :

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — Street closures on Citrus Ave, 6th, 7th, and 8th St., 2 signboards (State & Citrus)
- [x] Police (*Public Safety Personnel*) — Police and first aid
- [x] Fire (*Paramedics, Inspectors*) — Unit and first aid
- [x] Parks (*Cleanup Personnel, Ball Field Lights*) — Cleanup and road closure assistance
- [ ] Facility

Refuse/Recycling *(Event Receptacles, Roll-Off Service)* acquired by Event Organizers through Redlands Customer Service

Section 13.65 of the Redlands Municipal Code requires that events that serve more than 2,000 individuals per day will be required to submit for review and approval a Large Venue Recycling Plan. The Quality of Life Department may require smaller events to comply with City recycling practices as a condition of waiving fees.

- [x] Other — 30 cardboard trash containers

Group/Organization Name: Redlands Chamber of Commerce

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** [redacted]

Does your Group/Organization Presently Have Liability Insurance? [x] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? Yes

Primary Contact Name & Title: Evan Sanford, Executive Director

Mailing Address: 47 N. 1st St., Redlands, CA 92373

Phone Number: 909-793-2546 **E-Mail Address:** evan@redlandschamber.org

Updated 6/2021

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

The Redlands Chamber New Year's Eve Orange Drop is a gift from the Chamber to the community that is free to attend and enjoy! This event brings thousands of people to the Downtown Core not only to celebrate the new year, but also to visit Downtown businesses. This event provides visibility for the Chamber to the Inland Empire communities and partnerships with the City and local businesses.

Describe what economic benefit and impact this event will bring to the City:

With the event ending at 9PM, the attendees of this event would then have the time and ability to go to some of the incredible Downtown Redlands businesses. It also provides a vending opportunity for local businesses. Advertising will go further than just Redlands to invite the I.E. to join us for this event. The goal is to provide good will and positive economic impact for the City.

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	3,000	2,500	2
Attendance: Non-Residents	1,000	500	0
Food & Beverage Sales	$200	$100	10
Merchandise Sales	$1,000	$1,000	1
Ticket/Entrance Fees	$0	$0	0
Other	$40,000 in sponsorships	$40,000 in sponsorships	
Total Revenue	$0	$(6,000)	

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: Evan Sanford **Title:** Executive Director

Please Print Your Name: Evan Sanford **Date:** 8/26/24

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

Redlands Chamber NYE Orange Drop Layout



IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to:
Nov. 25, 2020 LTR 4168C 0
000000 00
BODC:
TE

REDLANDS CHAMBER OF COMMERCE
PO BOX 8693
REDLANDS CA 92375-1893

177780

Employer ID number: YES
Form 990 required:

Dear Taxpayer:

We're responding to your request dated Nov. 16, 2020, about your tax-exempt status.

We issued you a determination letter in January 1944, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(6).

Because you're not an organization described in IRC Section 170(c), donors can't deduct contributions they make to you. You should advise your contributors that their contributions to you aren't deductible.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Event: NYE Orange Drop

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Redlands Chamber of Commerce

To close (street names) Citrus Ave., 6th St., 7th St., and 8th St.

Between (street names) West of 6th St. to East of 8th St; 8th St., 7th St., 6th St., - State St. to Citrus Ave.

On (date) 12/31/24 **Event times -** from (time) 9 ☑ am ☐ pm to (time) 11 ☐ am ☑ pm

Address of Applicant: 47 N. First St., Redlands, CA 92373

Signature of Applicant: Evan Seaford Phone No. 909-793-2546

Condition(s): traffic control provided by Redlands Police Department, we will provide the volunteers

Event Description: The family-friendly event of the year with food vendors, a kids zone, a DJ, street performance, all leading up to the orange dropping at 9PM to ring in the new year.

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. _____ _____
   Chief of Police — Date

2. _____ _____
   Municipal Utilities & Engineering Department — Date

3. _____ _____
   Facilities & Community Services Department — Date

4. _____ _____
   Risk Management Division — Date

Street Closure time: From _____ ☐ am ☐ pm To _____ ☐ am ☐ pm

Staff Notes:

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**2024-2025 Amount**	**Type**	**2023-2024 Amount**
Police Personnel[1]	$8,904.00	Hard Cost	$7,909.00
Fire Personnel[1]	$0.00	Hard Cost	$2,535.14
Facilities & Community Services Personnel[1]	$5,400.00	Hard Cost	$7,745.00
Personnel & Equipment Subtotal	**$14,304.00**		**$18,189.14**
Fees Established by City Council Resolution			
Park Reservation	$0.00	Soft Cost	$0.00
FCS Equipment	$11,474.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$11,474.00**		**$0.00**
Total Departmental Charges and Fees	**$25,778.00**		$0.00
	$14,304.00 **$11,474.00** **$25,778.00**	Hard Cost Soft Cost Total	**$18,189.14** **$0.00** **$18,189.14**

[1]*Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.*

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2024-25 to date:

TABLE 2: FY 2024-25 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$83,525.50	$5,466.70	$0.00	$88,992.20	$88,992.20

City Council Meeting **I. 10.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an intergovernmental purchase of VMware support and licensing from Sidepath in the amount of $30,660 per year with a three-year commitment, totaling $91,980 over three years (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve the intergovernmental purchase of VMware support and licensing from Sidepath in the amount of $30,660 per year with a three-year commitment, totaling $91,980 over three years.

RECOMMENDATION:

Staff recommends that the City Council approve an intergovernmental purchase of VMware support and licensing from Sidepath in the amount of $30,660 per year with a three year commitment, totaling $91,980 over three years.

DISCUSSION:

VMware provides virtualization solutions that are essential to the City's IT infrastructure. The support contract ensures that we receive timely updates, technical assistance, and problem resolution for VMware products deployed across various departments. Our current contract will currently expire on November 2, 2024.

VMware products are fundamental to our virtualized server environment. They enable us to run multiple virtual machines on physical servers, optimizing hardware usage and reducing costs. The support contract guarantees that any issues with VMware products are resolved quickly, minimizing potential

downtime and disruptions to city services. Regular updates and patches are also included with the support renewal, ensuring that our systems remain secure and up-to-date with the latest features and performance improvements.

Staff followed the City's procurement guidelines by examining and selecting an existing competitively-bid cooperative contract agreement with the National Association of State Procurement Officials (NASPO) ValuePoint. NASPO is a non-profit association made up of the directors of the central purchasing offices of the 50 states, District of Columbia and territories of the United States. By utilizing the NASPO ValuePoint cooperative purchasing, the City is able to benefit from the combined purchasing power of more than 50,000 government, education, and nonprofit organizations. The purpose of these cooperative contract programs enable the City to take advantage of preferred pricing and administrative efficiencies. Based on staff's assessment, the software renewal proposed for purchase is recommended to be sourced through this cooperative purchasing agreement.

ALTERNATIVES:

City Council may choose to reject, modify or table the proposed purchase. However, the purchase is recommended in order to ensure the City's continued operations of our virtual server infrastructure.

STRATEGIC PLAN:

N/A

SUBMITTED BY:

Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Janice McConnell, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:

Eric Owens, Information Technology Manager

Fiscal Impact

Fiscal Year:	FY2024- 27
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$91,980
Budgeted Y/N:	Y
Account No.:	604900

Discussion:

Funding for the current year's expense of $30,660 is included in the Management Services/DoIT budget for FY 2025 & 2026. Funding for subsequent years will be included in future budget requests for the department.

Attachments

Cooperative and Intergovernmental Form
NASPO Contract Addendum
State of California NASPO Addendum
VMware Renewal Quote
Cooperative Contract

Intergovernmental/ Piggyback Contract Use Request

(Attach to PR form)

The Management Services-DoIT Department requests the purchase of the following item(s) from:

Original Contracting Entity: Utah NASPO Value Point Master Agreement Number AR2472
California Participating Addendum Number 7-17-70-40-05
Contract Term: 10/14/2016 - 09/15/2026
Method of original contract award: ☑ Competitive ☐ Non-Competitive, based on: ☐ Preferred source ☐ Sole ☐ Single source ☐ Emergency ☐ Other:
Does the original contract contain language contemplating contract extension to additional users? ☑ Yes ☐ No

Please attach: vendor agreement to sale to the City AND Entity agreement/contract language allowing Piggyback

Description of Product/Service intend to acquire	Unit Price	Total
Year 1 VMware vSphere Foundation 8	$ 123.63	$ 30,660.24
Year 2 VMware vSphere Foundation 8	$ 123.63	$ 30,660.24
Year 3 VMware vSphere Foundation 8	$ 123.63	$ 30,660.24
VMWare vSphere Foundation - 3 Year Commit - Annual Billing		
Tax		
	Grand Total	$ 91,980.72

Vendor:	Sidepath
Contact:	Kristen Norem
Address 1:	22892 Mill Creek Drive
Address 2:	
City/State/Zip:	Laguna Hills, CA 92653
Telephone:	(949) 396-3743
Fax:	(949) 748-8706
Web/E-Mail:	krunal@sidepath.com

Delivery/Service Location	
Contact:	Eric Owens
Telephone:	909 355-4798
Department:	Management Services
Address 1:	35 Cajon St Suite 30
Address 2:	Redlands CA 92373
Additional Comments	

Purchasing Agent Approval: _____ Date: _____

City Manager Approval: _____ Date: _____

Pulse →

Cloud Solutions (2016 - 2026)

Carahsoft Technology Corporation

Scope Pricing Download Model PA

Carahsoft Price File

Participating Addenda

State Participating Addenda

Alabama
Alaska
Arizona
Arkansas
California
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Guam
Hawaii
Idaho
Illinois
Iowa
Kansas
Kentucky

Louisiana
Maine
Maryland
Massachusetts
Minnesota
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Dakota
Tennessee
Utah
Vermont
Washington
West Virginia
Wisconsin
Wyoming

How Local Public Entities and Other Eligible Entities Participate

carahsoft

Contractor Contact

Colby Bender
NASPO@carahsoft.com
(703) 889-9878
https://www.carahsoft.com/buy/slg-contracts/all-states/naspo-valuepoint

Awarded	Expiration	Renewal Limit
10/15/2016	09/16/2026	09/16/2026

Documents/Details

Master Agreement Documents +

Pricing Documents +

Product Documents +

Didn’t find what you need click here

DISCLAIMER: The documents on the NASPO ValuePoint website are for informational/ convenience purposes only. Official documents are maintained by the lead state (or participating entity in the case of participating addenda). In the event of any conflict between the documents on this site and those maintained by the lead state or participating entity, the official documents maintained by the lead state or participating entity govern.

Please note that some documents may be absent or incorrect. Please send all feedback and suggestions for improvement to our website team at webmaster@NASPOValuePoint.org

Thank you.

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-17-70-40-05
AMENDMENT 3

Cloud Solutions
Utah NASPO ValuePoint Master Agreement Number AR2472
Carahsoft Technology Corporation (Contractor)

The parties mutually agree to amend Participating Addendum 7-17-70-40-05 as follows:

1) **Section 7. PRICING** is revised to read as follows:

   A. Contractor's pricing is outlined in the Utah NASPO ValuePoint Master Agreement Number AR2472.

2) **Section 16. CONTRACT MANAGEMENT, subparagraph A** is revised to read as follows:

   A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	**Contract Manager**
Name:	Mariah Edwards
Phone:	(818) 449-3729
Email:	Mariah.Edwards@carahsoft.com
Address:	Carahsoft Technology Corporation Mariah Edwards 11493 Sunset Hills Road, Suite 100 Resto, VA 20190

3) **Section 18. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

18. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Carahsoft Technology Corporation
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2023.06.29 16:09:08 -07'00' 6/29/2023	Kristina Smith 06/22/2023
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Kristina Smith, Contracts Director
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	11493 Sunset Hills Rd, Suite 100, Reston, VA 20190
Address	*Address*

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-17-70-40-05
AMENDMENT 2

Cloud Solutions
Utah NASPO ValuePoint Master Agreement Number AR2472
Carahsoft Technology Corp. (Contractor)

The parties mutually agree to amend Participating Addendum 7-17-70-40-05 as follows:

1) **Section 3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS** is updated to read as follows:

   A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum. Terms can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

      i. General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014.
      ii. Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019.
      iii. Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18.
      iv. Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS), effective 05/11/16.

2) **Section 5. AVAILABLE PRODUCTS AND SERVICES** is updated to read as follows:

   A. The following service offerings from the Utah NASPO ValuePoint Master Agreement Number AR2472 are allowed under this Participating Addendum:

      1) Software as a Service (SaaS)
      2) Infrastructure as a Service (IaaS)
      3) Platform as a Service (PaaS)

3) **Section 6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)** is updated to read as follows:

   A. The following product/service offerings are disallowed for state agencies under this Participating Addendum:

      1) Value Added Services, including Additional Value Added Services such as Maintenance Services; Deployment Services; Consulting/Advisory Services; Architectural Design Services; Statement of Work Services; Partner Services, and Training Deployment Services

B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. Prior to issuing a purchase order, State agencies are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).

C. State agencies must first obtain approval by the California Department of Technology (CDT) to use this Participating Addendum for Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS) purchases in accordance with Technology Letter 17-06 (www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf).

4) **Section 14. CONTRACT MANAGEMENT subpart A** is updated to read as follows:

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor:	Carahsoft Technology Corp.
Name:	Alex Cord
Phone:	703-871-8500
E-Mail:	Alex.Cord@Carahsoft.com
Address:	11493 Sunset Hills Road, Suite 100 Reston, VA 20190

5) **Section 9 FULFILLMENT PARTNERS/AUTHORIZED RESELLERS** is updated to read as follows:

A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.

1) Orders may be placed with the Contractor or Authorized Resellers.

2) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.

3) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.

4) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.

E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.

F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA		**CONTRACTOR**	
Department of General Services		Carahsoft Technology Corp.	
Agency Name		*Contractor Name*	
	August 11, 2021	Kristina Smith	8/11/2021
Authorized Signature	*Date Signed*	*Authorized Signature*	*Date Signed*
Stephanne Lim, MAU2 Supervisor		Kristina Smith - Director of Contracts	
Printed Name/Title of Person Signing		*Printed Name/Title of Person Signing*	
707 Third Street West Sacramento, CA 95605		11493 Sunset Hills Road, Suite 100 Reston, VA 20190	
Address		*Address*	

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-05
AMENDMENT NO. 1

Cloud Solutions
Utah NASPO ValuePoint Master Agreement No. AR2472
Carahsoft Technology Corp.

The parties hereto mutually agree to amend Participating Addendum Number 7-17-70-40-05 as follows:

1. Authorized Resellers outlined in Section 9 (Fulfillment Partners/Authorized Resellers) is revised to reflect the following:

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

Orders may be placed with Carahsoft Technology Corp. or with an Authorized Reseller as indicated below:

Orders placed with Carahsoft Technology Corp.

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100 Tempe, AZ 85283

Contact: Karina Woods
Phone: 703/871-8500
Fax No.: 703/871-8505
E-mail: OM@carahsoft.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Allied Network Solutions, Inc.
5718 Lonetree Blvd., Rocklin, CA 95765

Contact: Roger Schnorenberg
Phone: 916/774-2670 X101
E-mail: Rschnorenberg@ans-it.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Data Path Inc.
318 McHenry Ave., Modesto, CA 95354

Contact: Brian Jump
Phone: 209/312-9808
E-mail: BJump@mydatapath.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o DynTek Services, Inc.
4440 Von Karman, Suite 200, Newport Beach, CA 92660

Contact: Kelsea Pratt-Acosta
Phone: 949/271-6780
Fax No.: 949/271-6794
E-mail: CAsales@dyntek.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Eventus Solutions Group LLC
9777 Pyramiel Court, Suite 160, Englewood, CA 80112

Contact: Craig Tobin
Phone: 303/376-6161
E-mail: Craigtobin@eventusg.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o HF Tech Services, Inc.
5777 Madison Avenue, Suite 1060, Sacramento, CA 95841

Contact: Allan P. Hart
Phone: 916/690-5056
E-mail: allan@hftechservices.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o NWN Solutions Corporation
2969 Prospect Park Drive, Suite 225, Rancho Cordova, CA 95670

Contact: Team Meade
Phone: 916/637-2160
Fax No.: 916/596-4800
E-mail: TMeade@nwnit.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Savant Solutions, Inc. which will do business in California as [Savant Solutions Group]
1931 H Street, Sacramento, CA 95811

Contact: Caleb Kwong
Phone: 916/836-8182
E-mail: Caleb@savantsolutions.net

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o SHI International, Corp.
290 Davidson Avenue, Somerset, NJ 08873

Contact: Nick Grappone
Phone: 732/564-8189
E-mail: Nick_Grappone@shi.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Solutions Simplfied
8880 Cal Center Drive, Suite 400, Sacramento, CA 95826

Contact: Rachel DaValle
Phone: 530/521-0576
E-mail: Rachel.Davalle@solutionssimplified.net

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Taborda Solutions, Inc.
9580 Oak Ave Pkwy, Suite 7-180, Folsom, CA 95630

Contact: Bear Williams
Phone: 916/717-8711
Fax No.: 916/200-0353
E-mail: Bear.Williams@tabordasolutions.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o vCloud Tech Inc.
609 Deep Valley Drive, Suite 200, Rollling Hills Estates, CA 90274

Contact: Nadia Khan
Phone: 424/703-4135
E-mail: nadiakhan@vcloudtech.com

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO QUEST MEDIA & SUPPLIES, INC. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS. When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

All other terms and conditions of the Participating Addendum shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum Amendment as of the date of execution by both parties below.

Participating State:
State of California,
Department of General Services

By: _____

for Name: Angela Shell

Title: Deputy Director

Date: May 1, 2018

Contractor:
Carahsoft Technology Corp.

By: _____

Name: Robert R. Moore

Title: Vice President

Date: April 25, 2018

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-05

Cloud Solutions

Utah NASPO ValuePoint Master Agreement No. AR2472

Carahsoft Technology Corp.

This Participating Addendum Number 7-17-70-40-05 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Carahsoft Technology Corp. (hereafter referred to as "Contractor") under the lead State of Utah NASPO ValuePoint Master Agreement Number AR2472.

1. SCOPE

A. This Participating Addendum covers the purchase of Cloud Solutions under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR2472 is hereby incorporated by reference. The cloud solution services are identified in Section 5 (Available Services).

B. This Participating Addendum is available for use by all State Agencies including the Executive, Judicial and Legislative branches, and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.

C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

A. The term of this Participating Addendum shall begin upon signature approval by the State and will end September 15, 2026, or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of services made under this Participating Addendum.

1) **General Provisions – Information Technology (GSPD-401IT),** effective 9/5/2014. The twelve (12) page document can be viewed at: http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf. Exception: Article 11 of the General Provisions – Information Technology, is superseded by Section 4 (Order of Precedence) below.

2) **Cloud Computing Special Provisions for Software as a Service (SaaS),** effective 9/3/14. The five (5) page document can be viewed at: http://www.documents.dgs.ca.gov/pd/poliproc/CLOUDCOMPUTINGSERVICESSPECIALPROVISIONS_14_0903.docx

4. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

A. California Participating Addendum Number 7-17-70-40-05
B. Utah NASPO ValuePoint Master Agreement Number AR2472
C. Utah Solicitation CH16012 including all Addendums
D. Contractor's response to Utah's Solicitation

5. AVAILABLE SERVICES

The following service offering from the Utah NASPO ValuePoint Master Agreement Number AR2472 are allowed under this Participating Addendum:

Software as a Service (SaaS)

6. RESTRICTIONS/DISALLOWED SERVICES – These restrictions are not applicable to political subdivisions/local governments.

A. The following service offerings are prohibited under this Participating Addendum:

1. Infrastructure as a Service (IaaS)
2. Platform as a Service (PaaS)
3. Value Added Services, including Additional Value Added Services such as Maintenance Services; Deployment Services; Consulting/Advisory Services; Architectural Design Services; Statement of Work Services; Partner Services, and Training Deployment Services

B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State Departments without an exemption. Prior to issuing a purchase order, State Departments are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).

7. PRICING

A. Contractor shall submit a Price Schedule identifying all services offered under this Participating Addendum for the State's approval.

B. The Price Schedule shall include the following:

1) Service Category (SaaS) Description
2) List Price
3) Discount off List Price
4) Contract Price

C. Contractor shall obtain prior approval from Utah NASPO ValuePoint Contract Administrator, and submit a written notice of price increases/decreases and a revised Price List for the State's approval.

D. State-approved Price List will be posted on the State's Cal eProcure website.

8. SERVICE ADDITIONS/DELETIONS

A. Contractor may add or delete services introduced or removed from the market by the manufacturer under the following conditions:

1) Service is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
2) Contractor has obtained prior approval from the Utah NASPO ValuePoint Contract Administrator; and
3) Contractor receives written approval from the California State Contract Administrator.

B. Contractor shall submit a written notice of service (s) additions/deletions and a revised Price Schedule for the State's approval.

9. FULFILLMENT PARTNERS/AUTHORIZED RESELLERS

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

Orders may be placed with Carahsoft Technology Corp. or with an Authorized Reseller as indicated below:

Orders placed with Carahsoft Technology Corp.

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100

Contact: Karina Woods
Phone: 703/871-8500
Fax No.: 703/871-8505
E-mail: OM@carahsoft.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o DynTek Services, Inc.
4440 Von Karman, Suite 200, Newport Beach, CA 92660

Contact: Kelsea Pratt-Acosta
Phone: 949/271-6780
Fax No.: 949/271-6794
E-mail: CAsales@dyntek.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o NWN Solutions Corporation
2969 Prospect Park Drive, Suite 225, Rancho Cordova, CA 95670

Contact: Team Meade
Phone: 916/637-2160
Fax No.: 916/596-4800
E-mail: TMeade@nwnit.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Taborda Solutions, Inc.
9580 Oak Ave Pkwy, Suite 7-180, Folsom, CA 95630

Contact: Bear Williams
Phone: 916/717-8711
Fax No.: 916/200-0353
E-mail: bear.williams@tabordasolutions.com

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO CARAHSOFT TECHNOLOGY CORP. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS.

When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Servicing Subcontractors. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

10. ORDERING AGENCY RESPONSIBILITIES

A. State department and political subdivision/local government use of this Participating Addendum is optional.

B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

11. INVOICING AND PAYMENT

A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).

B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.

C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

12. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.

B. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperatives@dgs.ca.gov.

C. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.

D. Tax must not be included in the report, even if it is on the purchase order.

E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

F. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

G. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

13. ADMINISTRATIVE FEE

A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

14. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor:	Carahsoft Technology Corp.
Name:	Jack Dixon
Phone:	703-230-7545
Fax:	703-871-8505
E-Mail:	naspo@carahsoft.com
Address:	1860 Michael Faraday Drive, Ste 100 Reston, VA 20190

B. The State Contract Administrator for this Participating Addendum shall be as follows:

Name:	Yolanda Tutt
Phone:	916.375.4408
Fax:	916.375.4663
E-Mail:	yolanda.tutt@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

15. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

16. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

17. Agreement

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2472, at prices equal to or lower than the prices on that contract.

C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA	CONTRACTOR
Department of General Services	Carahsoft Technology Corp.
Agency Name	*Contractor Name*
Rhonda Smith 9/15/2017	August 9, 2017
Signature of Authorized Signer *Date Signed*	*Signature of Authorized Signer* *Date Signed*
Ricardo Martinez, Acting Deputy Director	Ellen Lord, Contracts Manager
Printed Name and Title of Authorized Signer	*Printed Name and Title of Authorized Signer*
707 Third Street West Sacramento, CA 95605	1860 Michael Faraday Drive, Suite 100 Reston, VA 20190
Address	*Address*

Participating Addendum No.
Attachment A
Sheet 1 of 1

Contract Number:	
Contractor:	
Reporting Period:	
Report Value:	
Administrative Fee:	

Ordering Agency Full Name	State/Local Spend	Purchase Order / Service Contract Number	Order Date	Category ID	Manufacturer Part Number (OEM #)	Item Description	Unit of Measure	Quantity in Unit of Measure	Quantity	List Price/MSRP	Contract Unit Price	Extended Contract Price Paid	Index Date / Catalog Version

sidepath

Quotation

22892 Mill Creek Drive
Laguna Hills, CA 92653
Phone (949)748-8700; Fax (949)748-8706
www.sidepath.com

Date: 08/26/24
Quotation #: SIDQ50263
Valid Until: 10/24/24
Prepared By: Kristen Norem
Project ID: SIDPROJECT47151

Bill To:

City of Redlands
Attn: Allen Fincher
35 Cajon Street
Redlands, CA 92373

Phone: 909) 307-7302
Email: afincher@cityofredlands.org

Ship To:

City of Redlands
Attn: Allen Fincher
35 Cajon Street
Redlands, CA 92373

Phone: 909) 307-7302
Email: afincher@cityofredlands.org

Qty	Item Code	Description	Unit Price	Ext. Price
NASPO Master Contract Number: AR2472				
VMWare vSphere Foundation - 3 Year Commit - Annual Billing				
Year 1				
248	VCF-VSP-FND-8	VMware vSphere Foundation 8	$123.63	$30,660.24
		SubTotal		$30,660.24
Year 2				
248	VCF-VSP-FND-8	VMware vSphere Foundation 8	$123.63	$30,660.24
		SubTotal		$30,660.24
Year 3				
248	VCF-VSP-FND-8	VMware vSphere Foundation 8	$123.63	$30,660.24
		SubTotal		$30,660.24

Payment Terms from Ship Date: Net 30

Pricing does not include Sales Tax or Shipping/Handling unless specifically stated in quote.

CA Shipments: CA Electronic Waste Recycling (eWaste) Fee will apply to monitors, laptops or tablets.

Product Total	**$91,980.72**
Taxes	**$0.00**
Shipping	**$0.00**
Grand Total	**$91,980.72**

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by Sidepath's Purchasing Terms and Conditions, which are located at: www.sidepath.com/terms. The Purchasing Terms and Conditions are incorporated herein by reference and available in hard copy upon your request.

Note: Sidepath will collect sales tax for orders shipped to these six states: AZ, CA, MA, NV, TX and WA. For orders shipped outside of these six states, it will be the customer's responsibility to report the tax as Sales & Use Tax.

Please contact me if I can be of further assistance.

THANK YOU FOR YOUR BUSINESS!

Accepted by:_____ Title:_____ Date:_____ PO:_____

If you have any questions regarding this quotation, please contact:
Krunal Patel | (949) 396-3743 | krunal@sidepath.com

This document is proprietary and confidential and is intended solely for the recipient.
No part of this document may be disclosed in any manner to a third party who is not affiliated with the recipient.

Contract # AR2472

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Carahsoft Technology Corporation		
Name		
1860 Michael Faraday Drive, Suite 100		
Address		
Reston	VA	20190
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Bethany Blackwell Phone #703-230-7435 Email NASPO@carahsoft.com
Vendor #VC0000116540 Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed

3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid#CH16012.

4. CONTRACT PERIOD: Effective Date: 10/14/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.

5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.

6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Pricing Schedule
ATTACHMENT D: Contractor's Response to Solicitation #CH16012
ATTACHMENT E: Service Offering EULAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code and the Procurement Rules.

9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature — Date: 10/11/16

Robert Moore, Vice President
Type or Print Name and Title

STATE

for Director, Division of Purchasing — Date: 10.13.16

Christopher Hughes	801-538-3254		christopherhughes@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revision 16 June 2016)

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum[1] ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits[2] to the Master Agreement;
(3) The Solicitation;
(4) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
(5) A Service Level Agreement issued against the Participating Addendum.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Confidential Information means any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the

[1] A Sample Participating Addendum will be published after the contracts have been awarded.
[2] The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and PaaS.

Master Agreement.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Data Categorization means the process of risk assessment of Data. See also “High Risk Data”, “Moderate Risk Data” and “Low Risk Data”.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity’s’ software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

High Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“High Impact Data”).

Infrastructure as a Service (IaaS) as used in this Master Agreement is defined the capability provided to the consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run

arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Low Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Low Impact Data").

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

Moderate Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Moderate Impact Data").

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means High Risk Data and Moderate Risk Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures

specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement

and an amendment is not necessary.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing

Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement , including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Indemnification and Limitation of Liability

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, bodily injury, or damage to real or tangible property arising directly or indirectly from the negligent or wrongful act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any

person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to:

a. Any use of the Services provided hereunder not contemplated in the product documentation.
b. Any use of the Services provided hereunder in combination with other products not contemplated hereunder or in the documentation, any use of modification of the Services provided hereunder except as permitted by this Agreement.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

b. Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

i. Contractor's liability for any claim, loss or liability arising out of, or connected with the Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Services, or parts thereof forming the basis of the Purchasing Entity's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable

Purchase Order) or (ii) two million dollars ($2,000,000), whichever is greater.
ii. The Purchasing Entity may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Purchasing Entity unless Contractor at the time of the presentation of claim shall demonstrate to the Purchasing Entity's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
iii. Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others.

iv. The limitations of liability in Section 43 will not apply to claims for bodily injury or death as set forth in Section 13, and Section 30 when made applicable under a specific purchase order.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	**Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions** Minimum Insurance Coverage	**Crime Insurance** Minimum Insurance Coverage
Low	$2,000,000	$2,000,000

Moderate	$5,000,000	$5,000,000
High	$10,000,000	$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage

may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

The federal and state laws, regulations, policies, standards, and guidelines that Contractors doing business with the Participating Entities must be aware of, include, but not limited to: Criminal Justice Information Services (CJIS) Security Policy; Federal Educational Rights and Privacy Act (FERPA); Federal Information Security Management Act (FISMA); National Institute of Technology Standards; Gramm-Leach-Bliley Act (GLB) Act; Health Insurance Portability and Accountability Act (HIPAA); Health Information Technology for Economic and Clinical Health Act (HITECH); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI DSS); Sarbanes-Oxley Act (SOX); Electronic Communications Privacy Act, Stored Communications Act and the PATRIOT Act. The list is intentionally United States-centric, and is not intended to be all-inclusive. Further, since laws, regulations, requirements and industry guidelines change, consulting definitive sources to assure a clear understanding of compliance requirements is critical. Many State Entities have additional program compliance requirements that must be considered in addressing compliance. (e.g., DMV Privacy Act, Public Service Law, etc.).

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized

by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office[3].

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this

[3] Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

subsection must be consistent with license rights granted for use of intellectual property.

22. Data Access Controls: Contractor will provide access to Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation. Contractor must maintain any certifications required under the Solicitation.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the

Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement and applicable Participating Addendum terms. The purchasing entity may perform this audit or contract with a third party at its discretion and at the purchasing entity's expense.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

29. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

30. Data Privacy: When required by a specific purchase order issued under this Agreement or a Participating Addendum and accepted by the Contractor, the Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and

Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

31. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

b. Contractor will perform materially as described in this Master Agreement, SLA, Statement of Work, including any performance representations contained in the Contractor's response to the Solicitation by the Lead State.

c. Contractor represents and warrants that the representations contained in its response to the Solicitation by the Lead State.

d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement.

e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State.

f. The Contractor warrants that the Products it provides under this Master Agreement are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

32. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

35. Debarment : The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

37. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have

additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list

of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

43. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

Exhibit 1 to the Master Agreement: Software-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:**

   a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.

   b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

   c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. **Personal Data Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

   a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

   b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3)

document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law. .

7. **Termination and Suspension of Service**:

   a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the Contractor shall implement an orderly return of purchasing entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract it's data and the subsequent secure disposal of purchasing entity's data.

   b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

   c. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase purchasing entity's data for a period of:

   - 10 days after the effective date of termination, if the termination is in accordance with the contract period
   - 30 days after the effective date of termination, if the termination is for convenience
   - • 60 days after the effective date of termination, if the termination is for cause

   After such period, the Contractor shall have no obligation to maintain or provide any purchasing entity's data and shall thereafter, unless legally prohibited, delete all purchasing entity's data in its systems or otherwise in its possession or under its control.

   d. The purchasing entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

   e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD,

backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:** Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:** The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the Contractor and the Purchasing Entity. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Master Agreement and applicable Participating Addendum.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Right to Remove Individuals:** The Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately

remove such individual. The Contractor shall not assign the person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

19. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

20. **Compliance with Accessibility Standards**: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity.

21. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

22. **Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the Purchasing Entity approves in writing for the storage of Personal Data on a Contractor portable device in order to accomplish work as defined in the statement of work.

23. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 2 to the Master Agreement: Platform-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any security incident or data breach within the possession and control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

    a. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Master Agreement, Participating Addendum, or SLA. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed, defined by law or contained in the Master Agreement, Participating Addendum, or SLA.

    b. Security Incident Reporting Requirements: Unless otherwise stipulated, the Contractor shall immediately report a security incident related to its service under the Master Agreement, Participating Addendum, or SLA to the appropriate Purchasing Entity.

    c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any Purchasing Entity data that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate Purchasing Entity within 48 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner

5. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

    a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law.

7. **Termination and Suspension of Service**:

a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of

Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:**

   a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

   b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

   c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:**

   a. The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA and agreed to by both the Contractor and the Purchasing Entity. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all Purchasing Entity files related to the Master Agreement, Participating Addendum, or SLA.

   b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon

request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.
16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. **Compliance with Accessibility Standards**: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 or any other state laws or administrative regulations identified by the Participating Entity..

20. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

21. **Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data as identified in the SLA, unless the Contractor presents a justifiable position that is approved by the Purchasing Entity that Personal Data, is required to be stored on a Contractor portable device in order to accomplish work as defined in the scope of work.

22. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for PaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 3 to the Master Agreement: Infrastructure-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any security incident or data breach related to Purchasing Entity's Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

   a. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

   b. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA.

   a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

   b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident

review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law.

7. **Termination and Suspension of Service**:

   a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

   b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

   c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

   d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

   e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:**

   a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty,

including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:**

   a. The Contractor shall provide reports on a schedule specified in the SLA to the Contractor directly related to the infrastructure that the Contractor controls upon which the Purchasing Entity's account resides. Unless otherwise agreed to in the SLA, the Contractor shall provide the public jurisdiction a history or all API calls for the Purchasing Entity account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Contractor. The report will be sufficient to enable the Purchasing Entity to perform security analysis, resource change tracking and compliance auditing

   b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.
11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually and at its own expense, and provide an unredacted version of the audit report upon request. The Contractor may remove its proprietary information from the unredacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that

may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.
17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. **Subscription Terms:** Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for IaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement via amendment.

Attachment B – Identification of Service Models Matrix

Offerors must complete the following form to identify the service models your firm offers under this RFP. You may provide a list of the different SaaS, IaaS, and/or PaaS services that you offer, including the Categorization of Risk that you have the ability to store and secure. This document is to provide purchasing entities and eligible users a quick snap shot of the cloud solutions your firm provides.

Service Model:	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered:
Saas	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	AODocs, CA Technologies, DocuSign, FireEye, Google, QTS, Salesforce, SAP, ServiceNow, Virtru, VMware
IaaS	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	FireEye, Google, QTS, Virtustream, VMware
PaaS	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Google, QTS, Salesforce, SAP, ServiceNow, Virtustream

Carahsoft's solution providers each have different forms and procedures for providing solutions and services with varying levels of data management for each solution. Please see Carahsoft's Technical Response for additional information regarding risk data management of low, moderate, and high risk data.

Attachment C – Cost Schedule

Solicitation Number CH16012
NASPO ValuePoint Cloud Solutions RFP

Cloud Solutions By Category. Specify ***Discount Percent %*** Offered for products in each category. Highest discount will apply for products referenced in detail listings for multiple categories. Provide a detailed product offering for each category.

Software as a Service **Discount % 0-21.60**

Infrastructure as a Service **Discount % _0-10__**

Platform as a Services **Discount % _0-11__**

Value Added Services **Discount % _0-13__**

Additional Value Added Services:

Maintenance Services

Onsite Hourly Rate $ _250_____
Remote Hourly Rate $ _175_____

Professional Services

- **Deployment Services** — **Onsite Hourly Rate $ __350_____** / **Remote Hourly Rate $ _275_____**
- **Consulting/Advisory Services** — **Onsite Hourly Rate $ __300_____** / **Remote Hourly Rate $ _225_____**
- **Architectural Design Services** — **Onsite Hourly Rate $ __300_____** / **Remote Hourly Rate $ _225_____**
- **Statement of Work Services** — **Onsite Hourly Rate $ __250_____** / **Remote Hourly Rate $ _175_____**

Partner Services **Onsite Hourly Rate $ ___250_____**
Remote Hourly Rate $ __175_____

Training Deployment Services **Onsite Hourly Rate $ ___250_____**
Online Hourly Rate $ ___175_____

City Council Meeting **I. 11.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Cooperative Agreement Time Extension with the San Bernardino County Transportation Authority (SBCTA) for the Interstate 10/Alabama Street Improvement Project and determine that approval of a Third Amendment to the Cooperative Agreement with SBCTA is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move to determine that approval of a Third Amendment to the Cooperative Agreement with SBCTA is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that City Council approve a Cooperative Agreement Time Extension with SBCTA.

RECOMMENDATION:

Staff recommends City Council approval of a Cooperative Agreement Time Extension with SBCTA for the Interstate 10/Alabama Street Improvement Project.

DISCUSSION:

The Interstate 10 (I-10)/Alabama Street Improvement Project (Project) is listed as the sixth-highest priority Measure I project for the 2010-2040 Freeway Interchange Program. Alabama Street is a north-to-south primary arterial within the City of Redlands (City) that serves shopping centers, local businesses, logistics centers, and residential communities. This segment of Alabama Street experiences high levels of traffic congestion and significant commuter delays. In May 2016, the City Council approved Cooperative Agreement No. 17-1001603 (Agreement) with SBCTA to define Project roles, responsibilities, funding, and to identify SBCTA as the lead agency for Project administration. In June 2020, the City Council approved Agreement Amendment No. 1 to redefine each Party's funding responsibilities based on a revised Project construction cost estimate, and to update the Project schedule. In October 2022, the City Council approved Agreement Amendment No. 2 to update the Project schedule.

The Project widened and added dedicated right-turn lanes to the eastbound and westbound off-ramps. Construction was substantially completed in early 2023 and the Agreement will expire on December 31, 2024. Agreement Amendment No. 3 extends the Agreement expiration date by four (4) years to December 31, 2028, to cover the four-year extended landscape maintenance period, after which the Project may be administratively closed.

Furthermore, approval of the Third Amendment to the Cooperative Agreement with SBCTA is exempt from environmental review pursuant to Section 15061(b)(3) of the State’s guidelines implementing the California Environmental Quality Act (CEQA) as the activity will not have a significant effect on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:
Albert Maldonado, Special Counsel
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Discussion:

There is no fiscal impact associated with this action.

Attachments

A. Amendment No. 3 to SBCTA Cooperative Agreement - I-10 Alabama Interchange

B. SBCTA Coop Agreement (Reference only)

C. SBCTA Coop Agreement - 1st Amend (Reference only)

D. SBCTA Coop Agreement - 2nd Amend (Reference only)

AMENDMENT NO. 3

TO COOPERATIVE AGREEMENT NO. 17-1001603

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF REDLANDS

FOR

PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW), AND CONSTRUCTION PHASES FOR THE ALABAMA STREET AND INTERSTATE 10 IN THE CITY OF REDLANDS

THIS AMENDMENT No. 3 to the Cooperative Agreement No. 17-1001603 (AGREEMENT) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as AUTHORITY) and the City of Redlands (hereinafter referred to as CITY). AUTHORITY and CITY may be referred to herein as a "PARTY" and collectively "PARTIES".

RECITALS

A. AUTHORITY and CITY entered into the AGREEMENT on November 9, 2016, to delineate their respective roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the Interstate 10 (I-10) Alabama Street Improvement Project in the City of Redlands (PROJECT); and

B. AUTHORITY and CITY entered into Amendment No. 1 on August 17, 2020 to redefine their respective funding responsibilities based on the revised PROJECT costs and to provide a new, updated, estimated schedule for completion of the PROJECT; and

C. AUTHORITY and CITY entered into Amendment No. 2 on October 25, 2022 to extend the AGREEMENT termination date from December 31, 2022 to December 31, 2024 and to update the Project schedule; and

D. PARTIES now desire to amend the AGREEMENT to extend the AGREEMENT termination date to December 31, 2028 and to update the Project schedule to cover the four-year extended landscape maintenance period as well as the closeout activities for the Project.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. Section I. B of the AGREEMENT is amended in its entirety to read as follows:

   "This Agreement shall terminate upon completion of the AUTHORITY's management of the planning, environmental, design, right of way (to include both ROW acquisition and utility relocation work) and construction, or December 31, 2028, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid."

2. The Project Schedule in Attachment A to the AGREEMENT is amended and replaced in its entirety with the Project Schedule in Attachment A to this AMENDMENT No. 3, incorporated by this reference.

3. Except as amended by this AMENDMENT No. 3, all other provisions of the AGREEMENT, including all previous amendments, shall remain in full force and effect and are incorporated herein by this reference

4. The Recitals set forth above are incorporated herein by this reference.

5. This AMENDMENT No. 3 is effective upon execution by AUTHORITY.

----------*SIGNATURES ON FOLLOWING PAGE*----------

SIGNATURE PAGE TO
AMENDMENT NO. 3 TO COOPERATIVE AGREEMENT NO. 17-1001603
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF REDLANDS

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By:_____
Raymond W. Wolfe
Executive Director

Date:_____

APPROVED AS TO FORM

By:_____
Julianna K. Tillquist
General Counsel

CITY OF REDLANDS

By:_____
Eddie Tejeda
Mayor, City of Redlands

Date:_____

APPROVED AS TO FORM AND PROCEDURE:

By:_____
Yvette Abich Garcia
City Attorney

ATTEST:

By: _____
Jeanne Donaldson
City Clerk

Attachment A

PROJECT DESCRIPTION

The project funding is based on a design layout that adds two lanes each on the westbound and eastbound off-ramps, adds a northbound right-turn lane to eastbound on-ramp, and adds a southbound right-turn lane to the westbound on-ramp.

PROJECT FUNDING TABLE

Public Share: 49.5%
Nexus Development Impact Fee Share (DIF or "Local Share"): 50.5%
Caltrans Financial Contribution (FCO): Lump Sum $1,250,000

	Project Cost*	**Public Share****	**DIF**	**Caltrans FCO*****
Planning, Environmental, Design, and Right-of-way	$1,920,600	$950,697	$969,903	$0
Construction Management	$1,500,000	$742,500	$757,500	$0
Construction Capital	$10,900,000	$4,776,750	$4,873,250	$1,250,000
Landscape Maintenance (EEP)	$500,000	$247,500	$252,500	$0
Project Management	$330,000	$0	$330,000	$0
	$15,150,600	**$6,717,447**	**$7,183,153**	**$1,250,000**

*Project Cost is based on 2019's Authority's Estimate At Completion and 65% Engineer's Estimate
**Public Share will be funded with Measure I Valley Freeway Interchange fund
***Caltrans FCO will be available in fiscal year 2020/2021 upon execution of a separate cooperative agreement between Authority and Caltrans

PROJECT SCHEDULE

Milestones	Estimated Completion Date (Actual)
Environmental Approval	(February 2019)
PS&E Approval	(June 2021)
Construction Contract Award	(September 2021)
Complete for Beneficial Use	(December 2022)
Project Close-Out	September 2028

COOPERATIVE AGREEMENT NO. 17-1001603

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF REDLANDS

FOR

PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW), AND CONSTRUCTION PHASES FOR THE ALABAMA STREET AND INERSTATE 10 IN THE CITY OF REDLANDS

I. PARTIES AND TERM

A. THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the City of REDLANDS (CITY), (AUTHORITY and CITY may be referred to herein as a "Party" and collectively "Parties").

B. This Agreement shall terminate upon completion of the AUTHORITY's management of the planning, environmental, design, right of way (to include both ROW acquisition and utility relocation work) and construction, or December 31, 2022, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

II. RECITALS

A. WHEREAS, CITY intends to improve Alabama Street at I-10 and Alabama Street Interchange in the City of REDLANDS; and

B. WHEREAS, planned operational improvements include widening the existing eastbound and westbound off ramps as further described in Attachment B, attached hereto and made part of this Agreement, and is defined as the "PROJECT"; and

C. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and San Bernardino Associated Governments (SANBAG) Nexus Study (Nexus Study) prepared by SANBAG, and approved by the SANBAG Board of Directors on November 2, 2011; and

D. WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and

E. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the PROJECT;

F. WHEREAS, the PROJECT is estimated to cost a total of $10,968,000 which includes $330,000 for the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases of the Project; and

G. WHEREAS, coordination with Caltrans has not occurred to determine the level of environmental and engineering documents nor have encroachment fees been addressed. Costs based on a low level environmental document and encroachment fees will be addressed in a future agreement; and

H. WHEREAS, the CITY desires AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, Construction and Project Closeout phases, estimated at $330,000, and understands it is the sole responsibility of CITY to pay 100% of actual AUTHORITY project management costs in accordance with AUTHORITY Policy 40005/VFI-34; and

I. WHEREAS, the remaining PROJECT cost, aside from AUTHORITY project management costs, for the Planning, Environmental, PS&E, ROW, Construction and Project Closeout phases is estimated at $10,638,000 which shall be funded with 50.5% Development Share funds and 49.5% Public Share funds, as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan.

NOW, THEREFORE, the Parties agree to the following:

III. AUTHORITY RESPONSIBILITIES

AUTHORITY agrees:

A. To be lead agency on Project Management, Planning, Environmental, PS&E, ROW, and Construction work and to diligently undertake and complete, the Planning, Environmental, ROW, PS&E, Construction and Project Closeout work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.

B. To coordinate with AUTHORITY for first and second level reviews related to property acquisitions and to provide all support documents necessary for Hearings of Resolutions of Necessity to be conducted at the AUTHORITY in the event voluntary acquisition is unlikely.

C. To contribute towards the Planning, Environmental, PS&E, ROW, Construction and Project Closeout phases of the PROJECT cost an amount not to exceed $5,265,810 as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates

provide in Attachment A, however, under no circumstances is the total combined AUTHORITY contribution to exceed $5,265,810 without an amendment to this agreement.

D. To prepare and submit to CITY an original and two copies of signed invoices for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.

E. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT Management, Environmental, PS&E, ROW, Construction and Project Closeout work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.

F. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT Management, Planning, Environmental, ROW, PS&E, and Construction and project closeout costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Planning, Environmental, PS&E, ROW, and Construction work activities.

G. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT Planning, Environmental, ROW, PS&E Construction and Project Closeout work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.

H. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the Cities' Council reserves the right to withhold future payments due AUTHORITY from any source under CITY'S control.

I. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.

J. To provide CITY an opportunity to review and comment on the Planning, Environmental, PS&E, ROW and Construction documents.

IV. CITY RESPONSIBILITIES

CITY agrees:

A. To reimburse AUTHORITY for the actual costs incurred estimated at $5,372,190 towards the Planning, Environmental, PS&E, ROW, Construction and Project Closeout phases of the PROJECT cost and $330,000 for SANBAG management for an amount not to exceed $5,702,190 as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed $5,702,190 without an amendment to this agreement.

B. To reimburse AUTHORITY within 30 days after AUTHORITY submits an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures and SANBAG management costs that were incurred by AUTHORITY. Invoices may be submitted to CITY as frequently as monthly.

C. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of AUTHORITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.

D. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the project documents.

E. To complete review and provide comments on the Planning, Environmental, PS&E, ROW, Construction and Project Closeout documents within one month of receiving the review request from AUTHORITY.

F. CITY's Director of the Municipal Utilities and Engineering Department is authorized to act on behalf of CITY under this Section of the Agreement.

V. MUTUAL RESPONSIBILITIES

The Parties agree:

A. To abide by all applicable federal, state and local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.

B. In the event AUTHORITY determines PROJECT Management, Planning, Environmental, PS&E, ROW and Construction work may exceed the amounts identified in Attachment A of this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties.

C. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.

D. In the event that federal funds are used in the Planning, Environmental and/or PS&E phase of work, the PARTIES acknowledge Federal Highway Administration (FHWA) requires that the PROJECT must progress to a capital phase (ROW or construction) within ten years or the federal funds may be required to be repaid to FHWA. Should repayment be required, and is a result of the PROJECT not progressing by choice, it shall be the responsibility of the PARTY that determines it is unable to move forward with the PROJECT. If it is mutually decided that the project will not move forward then repayment of any federal funds used for Public Share will be the responsibility of the AUTHORITY and any federal funds used for the Local Share will be the responsibility of the CITY.

E. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

F. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this Agreement.

G. This Agreement will be considered terminated upon reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.

H. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.

I. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by executing this Agreement, the Parties hereto are formally bound to this Agreement.

J. Except on subjects preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the state of California. All Parties agree to follow all local, state, county and federal laws and ordinances with respect to performance under this Agreement.

K. The Parties agree that each Party and any authorized representative, designated in writing to the Parties, and upon reasonable notice, shall have the right during normal business hours to examine all Parties' financial books and records with respect to this Agreement. The Parties agree to retain their books and records for a period of five (5) years from the later of: a) the date on which this Agreement terminates; or b) the date on which such book or record was created.

L. If any clause or provision of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.

M. This Agreement cannot be amended or modified in any way except in writing, signed by all Parties hereto.

N. Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.

O. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

P. In the event of litigation arising from this Agreement, each Party to this Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs E and F of this Section.

Q. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.

R. Any notice required, authorized or permitted to be given hereunder or any other communications between the Parties provided for under the terms of this Agreement shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

If to AUTHORITY: Garry Cohoe
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276

If to CITY: Chris Diggs
Municipal Utilities & Engineering Director
35 Cajon Street
REDLANDS, CA 92373
Telephone: (909) 798-7698

S. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

SIGNATURES ON FOLLOWING PAGE:

SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. R17-1001603
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF REDLANDS

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Robert Lovingood
President, Board of Directors

Date: 11/9/16

APPROVED AS TO FORM

By: _____ 11/7/16
Eileen Monaghan Teichert
General Counsel

CITY OF REDLANDS

By: _____
Paul W. Foster
Mayor, City of Redlands

Date: _____

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Daniel J. McHugh
City Attorney

ATTEST:

_____
Sam Irwin, City Clerk

Attachment A

PROJECT DESCRIPTION

The project funding is based on a concept that adds two turn lanes on both off-ramps, adds a right-turn lane at the eastbound on-ramp, and a southbound right-turn lane at the westbound on-ramp.

PROJECT FUNDING TABLE

Public Share: 49.5%
Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 50.5%

Phase	Estimated Cost*	Public Share	Development Share
Project Study Report	$347,000	$171,165	$175,235
Project Report and Environmental Approval	$920,000	$456,390	$465,610
PS&E	$462,000	$228,690	$233,310
Right-of-Way (including Utilities)	$36,000	$17,820	$18,810
Construction and Construction Management	$8,122,000	$4,020,390	$4,101,610
Landscaping Maintenance	$749,000	$370,755	$378,245
SANBAG Management Oversight	$330,000	$ 0	$330,000
Total	$10,968,000	$5,265,810	$5,702,190

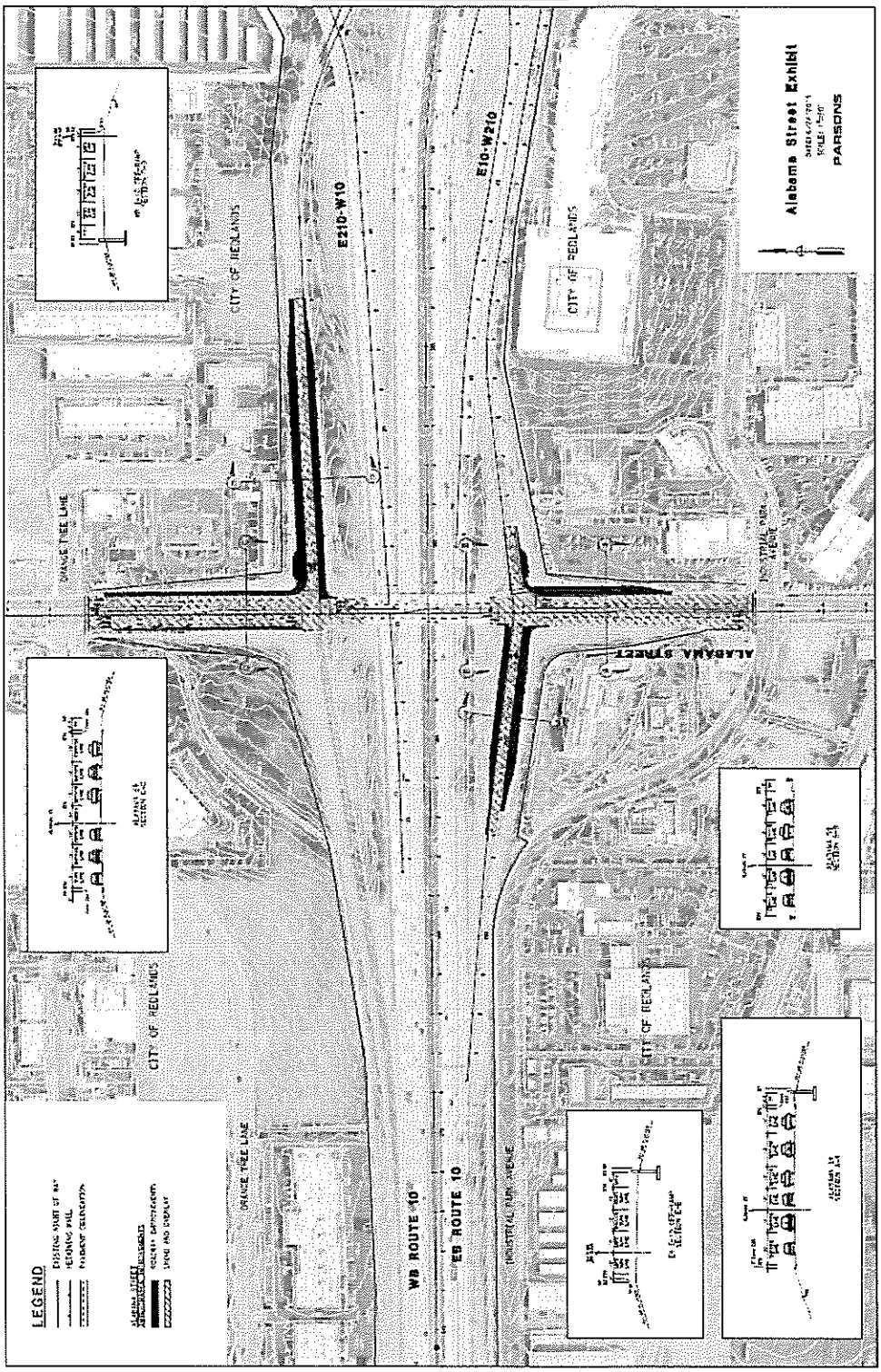
Notes:Estimated Costs are based on June 2015 feasibility study.
*The estimate includes a 3.0% escalation rate compounded annually.

PROJECT SCHEDULE

Milestones	Estimated Completion Date
Environmental Approval	December 2018
Plans, Specifications & Estimate (PSE)	December 2019
Right of Way (ROW)	December 2019
Construction Start	June 2020
Completion for Beneficial Use	June 2021

Attachment B

CONCEPTUAL LAYOUT



AMENDMENT NO 1

TO COOPERATIVE AGREEMENT NO. 17-1001603

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF REDLANDS

FOR

PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW), AND CONSTRUCTION PHASES FOR THE ALABAMA STREET AND INTERSTATE 10 IN THE CITY OF REDLANDS

THIS AMENDMENT No 1 (AMENDMENT) to the Cooperative Agreement No 17-1001603 (AGREEMENT) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as AUTHORITY) and the City of Redlands (hereinafter referred to as CITY) AUTHORITY and CITY may be referred to herein as a "PARTY" and collectively "PARTIES"

RECITALS

A. AUTHORITY and CITY entered into the AGREEMENT on November 9, 2016, to delineate their respective roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the Alabama Street and Interstate 10 interchange in the City of Redlands (PROJECT), and

B Pursuant to the AGREEMENT, AUTHORITY is the lead agency for the PROJECT and is responsible for the diligent undertaking and completion of the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT, and

C The AGREEMENT presently provides that the cost of the PROJECT is estimated at $10,968,000 which includes $330,000 for AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction phases of the PROJECT, and

D The PROJECT is now estimated to cost a total of $15,150,600 which includes $330,000 for the AUTHORITY to provide project management services for the Planning, Environmental, PS&E, ROW, and Construction Phases of the PROJECT, and

E. On November 13, 2019, the California Department of Transportation (Caltrans) committed to make a financial contribution (FCO) of $1,250,000 towards the construction of the eastbound off-ramp widening portion of the PROJECT, and

F The remaining PROJECT cost, aside from AUTHORITY project management costs and the abovementioned Caltrans FCO, now is estimated at $13,570,600, which shall be funded with 50.5% Development Share funds and 49 5% Public Share funds, as defined by AUTHORITY's Nexus Study and the Measure I 2010-2040 Strategic Plan, and

G The PARTIES desire to amend the AGREEMENT, and its Attachment A, to redefine their respective funding responsibilities based on the revised PROJECT costs and to provide a new, updated, estimated schedule for completion of the PROJECT

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1 Section III. C of the AGREEMENT is amended in its entirety to read as follows.

To contribute towards the Planning, Environmental, PS&E, ROW, Construction and Project Closeout phases of the PROJECT cost an amount not to exceed $6,717,447, as shown in Attachment A. The actual cost of specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined AUTHORITY contribution to exceed $6,717,447 without an amendment to this Agreement.

2. Section III.J of the AGREEMENT, is amended in its entirety to read as follows

To provide CITY an opportunity to review and comment on the Planning, Environmental, PS&E, ROW, and Construction documents. For construction change orders, the construction change order documents submitted to AUTHORITY by contractors performing construction work on the PROJECT will be forwarded to CITY for review and comment.

3 Section IV A of the AGREEMENT is amended in its entirety to read as follows

To reimburse AUTHORITY for the actual costs incurred estimated at $6,853,153 towards the Planning, Environmental, PS&E, ROW, Construction and Project Closeout phases of the PROJECT cost and $330,000 for AUTHORITY project management for a total amount not to exceed $7,183,153, as shown in Attachment A. The actual cost of a specific phase may ultimately vary from the estimates provided in Attachment A, however, under no circumstances is the total combined CITY contribution to exceed $7,183,153 or AUTHORITY project management costs to exceed $330,000 without an amendment to this Agreement.

4 Section IV of the AGREEMENT is amended by the addition of Subsection G which shall read as follows

To provide permits, inspections, reviews, and oversight at no cost to AUTHORITY or to consultants and contractors contracted by AUTHORITY to work on the PROJECT

5 Section V.R of the AGREEMENT is amended in its entirety to read as follows

Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person, (ii) five (5) days after deposit in first class registered mail, with return receipt requested, (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail, in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section.

If to AUTHORITY	Paula Beauchamp Director of Project Delivery 1170 West Third Street, Second Floor San Bernardino, CA 92410-1715 Telephone: (909) 884-8276
If to CITY	City Clerk City of Redlands 35 Cajon Street P O Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531

6 Attachment A to the AGREEMENT is amended and replaced in its entirety with Attachment A to this AMENDMENT, which is attached to and made a part of this AMENDMENT

7 PARTIES understand that the PROJECT cost provided in this AMENDMENT is an estimate and there is a potential for cost increases or decreases. If a cost increase becomes apparent, PARTIES agree to work in good faith to amend the AGREEMENT

8 All other terms and conditions of the AGREEMENT shall remain in full force and effect.

9 This AMENDMENT is deemed to be included and made part of the AGREEMENT

10 This AMENDMENT is effective upon execution by AUTHORITY

----------SIGNATURES ON FOLLOWING PAGE----------

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT NO. 17-1001603
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF REDLANDS

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By _____
Frank J. Navarro
President, Board of Directors

Date AUG 17, 2020

CITY OF REDLANDS

By _____
Paul W Foster
Mayor, City of Redlands

Date 6/16/20

APPROVED AS TO FORM

By _____ 8/12/2020
Juanda L. Daniel
Assistant General Counsel

APPROVED AS TO FORM

By _____
Daniel J McHugh
City Attorney

CONCURRENCE

By _____
Jeffery Hill
Procurement Manager

ATTEST

By _____
Jeanne Donaldson
City Clerk

Attachment A

PROJECT DESCRIPTION

The project funding is based on a design layout that adds two lanes each on the westbound and eastbound off-ramps, adds a northbound right-turn lane to eastbound on-ramp, and adds a southbound right-turn lane to the westbound on-ramp

PROJECT FUNDING TABLE

Public Share: 49.5%
Nexus Development Impact Fee Share (DIF or "Local Share") 50.5%
Caltrans Financial Contribution (FCO) Lump Sum $1,250,000

	Project Cost*	Public Share**	DIF	Caltrans FCO***
Planning, Environmental, Design, and Right-of-way	$1,920,600	$950,697	$969,903	$0
Construction Management	$1,500,000	$742,500	$757,500	$0
Construction Capital	$10,900,000	$4,776,750	$4,873,250	$1,250,000
Landscape Maintenance (EEP)	$500,000	$247,500	$252,500	$0
Project Management	$330,000	$0	$330,000	$0
	$15,150,600	**$6,717,447**	**$7,183,153**	**$1,250,000**

*Project Cost is based on 2019's Authority's Estimate At Completion and 65% Engineer's Estimate
**Public Share will be funded with Measure I Valley Freeway Interchange fund
***Caltrans FCO will be available in fiscal year 2020/2021 upon execution of a separate cooperative agreement between Authority and Caltrans

PROJECT SCHEDULE

Milestones	Estimated Completion Date (Actual)
Environmental Approval	(February 2019)
PS&E Approval	December 2020
Construction Contract Award	April 2021
Complete for Beneficial Use	March 2022

AMENDMENT NO. 2

TO COOPERATIVE AGREEMENT NO. 17-1001603

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF REDLANDS

FOR

PLANNING, PROJECT REPORT AND ENVIRONMENTAL DOCUMENT, PLANS, SPECIFICATIONS AND ESTIMATE (PS&E), RIGHT-OF-WAY (ROW), AND CONSTRUCTION PHASES FOR THE ALABAMA STREET AND INTERSTATE 10 IN THE CITY OF REDLANDS

THIS AMENDMENT No. 2 to the Cooperative Agreement No. 17-1001603 (AGREEMENT) is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as AUTHORITY) and the City of Redlands (hereinafter referred to as CITY). AUTHORITY and CITY may be referred to herein as a "PARTY" and collectively "PARTIES".

RECITALS

A. AUTHORITY and CITY entered into the AGREEMENT on November 9, 2016, to delineate their respective roles, responsibilities, and funding commitments relative to the Project Management, Planning, Environmental, PS&E, ROW and Construction activities of the Interstate 10 (I-10) Alabama Street Improvement Project in the City of Redlands (PROJECT); and

B. AUTHORITY and CITY entered into the Amendment No. I on August 17, 2020 to redefine their respective funding responsibilities based on the revised PROJECT costs and to provide a new, updated, estimated schedule for completion of the PROJECT.

C. PARTIES now desire to amend the AGREEMENT to extend the AGREEMENT termination date currently set to expire on December 31, 2022, by two (2) years to December 31, 2024, and to update the Project schedule.

IT IS THEREFORE MUTUALLY AGREED TO AMEND THE AGREEMENT AS FOLLOWS:

1. Section I. B of the AGREEMENT is amended in its entirety to read as follows:

"This Agreement shall terminate upon completion of the AUTHORITY's management of the planning, environmental, design, right of way (to include both ROW acquisition and utility relocation work) and construction, or December 31, 2024, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid."

2. The Project Schedule in Attachment A to the AGREEMENT is amended and replaced in its entirety with the Project Schedule in Attachment A to this AMENDMENT No. 2, incorporated by this reference.

3. Except as amended by this AMENDMENT No. 2, all other provisions of the AGREEMENT, including all previous amendments, shall remain in full force and effect and are incorporated herein by this reference

4. The Recitals set forth above are incorporated herein by this reference.

5. This AMENDMENT No. 2 is effective upon execution by AUTHORITY.

----------*SIGNATURES ON FOLLOWING PAGE*----------

SIGNATURE PAGE TO
AMENDMENT NO. 2 TO COOPERATIVE AGREEMENT NO. 17-1001603
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF REDLANDS

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Raymond W. Wolfe
Executive Director

Date: 10/25/22

APPROVED AS TO FORM

By: _____
Juanda L. Daniel
Assistant General Counsel 10/24/2022

CITY OF REDLANDS

By: _____
Paul Barich
Mayor, City of Redlands

Date: 10/4/22

APPROVED AS TO FORM AND PROCEDURE:

By: _____
Yvette Abich Garcia
City Attorney

ATTEST:

By: _____
Jeanne Donaldson
City Clerk

Attachment A

PROJECT DESCRIPTION

The project funding is based on a design layout that adds two lanes each on the westbound and eastbound off-ramps, adds a northbound right-turn lane to eastbound on-ramp, and adds a southbound right-turn lane to the westbound on-ramp.

PROJECT FUNDING TABLE

Public Share: 49.5%
Nexus Development Impact Fee Share (DIF or "Local Share"): 50.5%
Caltrans Financial Contribution (FCO): Lump Sum $1,250,000

	Project Cost*	Public Share**	DIF	Caltrans FCO***
Planning, Environmental, Design, and Right-of-way	$1,920,600	$950,697	$969,903	$0
Construction Management	$1,500,000	$742,500	$757,500	$0
Construction Capital	$10,900,000	$4,776,750	$4,873,250	$1,250,000
Landscape Maintenance (EEP)	$500,000	$247,500	$252,500	$0
Project Management	$330,000	$0	$330,000	$0
	$15,150,600	**$6,717,447**	**$7,183,153**	**$1,250,000**

*Project Cost is based on 2019's Authority's Estimate At Completion and 65% Engineer's Estimate
**Public Share will be funded with Measure I Valley Freeway Interchange fund
***Caltrans FCO will be available in fiscal year 2020/2021 upon execution of a separate cooperative agreement between Authority and Caltrans

PROJECT SCHEDULE

Milestones	Estimated Completion Date (Actual)
Environmental Approval	(February 2019)
PS&E Approval	(June 2021)
Construction Contract Award	(September 2021)
Complete for Beneficial Use	January 2023
Project Close-Out	June 2024

City Council Meeting **I. 12.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8632 establishing time-restricted parking zones on Columbia Street between Colton Avenue and Sun Avenue and determine that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines that the Traffic and Parking Commission and staff recommendations are appropriate, the following motions are provided:

1. I move that City Council determine that approval of Resolution No. 8632 is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to adopt Resolution No. 8632.

RECOMMENDATION:

TRAFFIC AND PARKING COMMISSION RECOMMENDATION

On July 25, 2024, the Traffic and Parking Commission voted 4-3 to recommend City Council approval of the establishment of a 1-hour time-restricted parking zone on Columbia Street between Sun Avenue and the Alley (located midway between Sun Avenue and Colton Avenue), and a 2-hour time-restricted parking zone on Columbia Street between Colton Avenue and the Alley between 6 AM to 8 PM.

STAFF RECOMMENDATION

Staff recommends City Council adopt Resolution No. 8632 establishing a 1-hour time-restricted parking zone on Columbia Street between Sun Avenue and the

Alley (located midway between Sun Avenue and Colton Avenue), and a 2-hour time-restricted parking zone on Columbia Street between Colton Avenue and the Alley between 6 AM to 8 PM. Staff further recommends that City Council determine that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

Residents of Columbia Street recently reported that patrons and employees of local businesses are parking on residential streets for long periods, disrupting street cleaning, trash pick-up, and access for visitors. Residents have also noted that events hosted by these businesses have increased traffic, noise, and trash in the area. Frequent traffic violations, such as illegal U-turns, collisions, and speeding, have also been reported. These activities significantly inconvenience residents. In hopes of mitigating these issues, several Columbia Street residents requested a 20-minute time-restricted parking zone and the issuance of residential parking permits along Columbia Street. MUED staff contacted the Columbia Street businesses to inform them of this request. The businesses indicated that a 20-minute parking zone would not provide sufficient time for their customers, and suggested implementing a 2-hour parking zone instead.

Almost all residents on Columbia Street have on-site or off-street parking. Most residents can access their garages, driveways, and/or parking areas through gates that open to adjacent alleys. These alleys are aligned parallel to Columbia Street and split into a "T" shape perpendicular to Columbia Street. The perpendicular part of the alleys separate residences north of the alleys from businesses located to the south. Additionally, residents at the corner of Sun Avenue and Columbia Street have driveway entrances accessible from Sun Avenue.

Staff scheduled this issue for discussion and action during the July 2024 Traffic and Parking Commission (TPC) meeting. During the meeting, both residents of Columbia Street and employees of local businesses expressed their concerns regarding the proposed time limit and the areas in which the parking restrictions should be established. After considering the feedback from both parties, the TPC proposed a compromise. They noted that a 20-minute time limit might not be realistically enforceable. Therefore, the TPC proposed a 1-hour parking time restriction for Columbia Street between the Alley and Sun Avenue, and a 2-hour parking time restriction for Columbia Street between the Alley and Colton Avenue. These restrictions would apply during business hours from 6 AM to 8 PM. MUED staff concurs with the TPC recommendations. During the TPC deliberation and public comment period, it was suggested that a preferential parking zone also be established along Columbia Street between the alley and Sun Avenue to allow residents along this corridor to be issued parking permits.

Ultimately, the TPC decided against including this preferential parking zone in its City Council recommendation due to enforcement difficulties.

Adoption of Resolution No. 8632 is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act as the project involves negligible or no expansion of the existing street.

ALTERNATIVES:

City Council may deny the Traffic and Parking Commission and staff recommendations and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Albert Maldonado, Special Counsel
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Tabitha Crocker, Facilities and Community Services Director
Rachel Tolber, Police Chief
Rich Sessler, Fire Chief
Goutam K. Dobey, City Engineer

PREPARED BY:
Johana Silva, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Discussion:	

There is no fiscal impact associated with this action. The project includes routine maintenance tasks that are included in the approved FY 24/25 Facilities & Community Services operating budget.

Attachments

Resolution No. 8632

Location Map

RESOLUTION NO. 8632

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING TRAFFIC REGULATIONS PURSUANT TO TITLE 10 OF THE REDLANDS MUNICIPAL CODE

WHEREAS, pursuant to studies made under the authority of Title 10 of the Redlands Municipal Code, and the presentation of information contained in such studies, the City Council of the City of Redlands has determined that certain traffic regulations are necessary to protect the public health, safety and welfare and should be established pursuant to Title 10 of the Redlands Municipal Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. This City Council determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301(c) which exempts minor street alterations that involve negligible or no expansion of existing or former use. This City Council finds with certainty that there is no possibility the approval of this Resolution will have a significant effect on the environment.

Section 2. Pursuant to section 10.40.090 of the Redlands Municipal Code, the City Council hereby establishes a 1-hour time restriction on Columbia Street between Sun Avenue and the Alley (located midway between Sun Avenue and Colton Avenue), and a 2-hour time restriction on Columbia Street between Colton Avenue and the Alley. Both restrictions will be in effect between the hours of 6:00 AM and 8:00 PM.

Section 3. City staff is hereby directed to take all necessary actions to install signage and/or curb markings to implement this Resolution.

ADOPTED, SIGNED AND APPROVED this 15th day of October 2024.

_____
Eddie Tejeda, Mayor

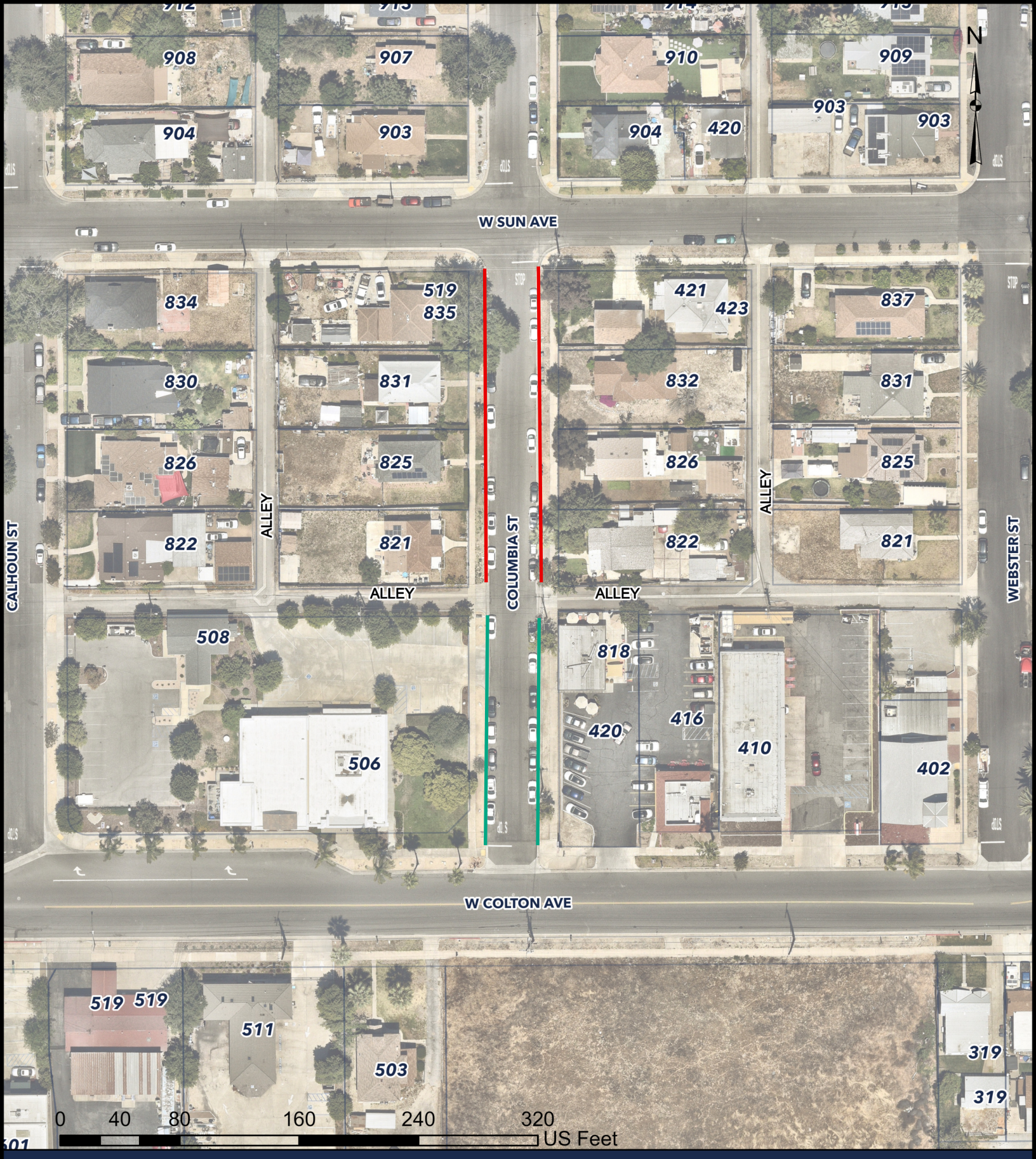
ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 15th day of October 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk



City of Redlands

Columbia Street Proposed Parking Restrictions

Legend

- 1-HR Timed Parking
- 2-HR Timed Parking

All timed parking zones will be effective between 6 AM to 8 PM.

City Council Meeting **I. 13.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Third Amendment to the Non-Professional Services Agreement with TESCO Controls, LLC for the Water Distribution System Supervisory Control and Data Acquisition (SCADA) Upgrade Project to extend the project time for completion to June 30, 2025 and determine that approval of a Third Amendment to the Non-Professional Services Agreement with TESCO Controls, LLC is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move to determine that approval of a Third Amendment to the Non-Professional Services Agreement with TESCO Controls, LLC is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

2. I move that City Council approve the Third Amendment to the Non-Professional Services Agreement with TESCO Controls, LLC.

RECOMMENDATION:

Staff recommends City Council approval of the Third Amendment to the Non-Professional Services Agreement with TESCO Controls, LLC for the Water Distribution System Supervisory Control and Data Acquisition (SCADA) Upgrade Project to extend the project time for completion to June 30, 2025, and determine that approval of a Third Amendment to the Non-Professional Services Agreement with TESCO Controls, LLC is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) utilizes a supervisory control and data acquisition (SCADA) system to remotely operate and monitor fifty-five (55) facilities within the water distribution system. Initially, twenty-four (24) of these facilities were on the San Bernardino County (County) analog radio network, ten (10) of these facilities were on a City-owned radio network, and the remaining twenty-one (21) facilities were operated manually. In April 2018, the County notified MUED staff that their analog radio network would soon be abandoned, and agreed to maintain their network only until the City's SCADA system is transitioned to the City-owned radio network. Soon after, MUED staff initiated the process to design a comprehensive SCADA system upgrade, which included a system review, field investigation of all sites, and preparation of plans, specifications and cost estimates to transition all water distribution system facilities to the City-owned radio network. Several sites have already been transitioned to the City-owned radio network. The remaining sites are scheduled to transition onto the City-owned radio network with this Project.

On December 7, 2021, City Council approved a Non-Professional Services Agreement with TESCO Controls, LLC (TESCO) to complete the project in two (2) annual phases. On November 15, 2022, City Council approved the First Amendment to the Agreement to combine the two phases of the project into one phase and extend the term until December 7, 2023, and on November 7, 2023, City Council approved a Second Amendment to extend the agreement to December 31, 2024. However, due to continued constraints on technology resources such as Program Logic Controllers (PLCs) and specialized programming support staff at TESCO, the project cannot be successfully completed before the Agreement termination date. Therefore, staff recommends extending the project time for completion to June 30, 2025. No additional revisions to the original Agreement are proposed.

Furthermore, approval of the Third Amendment to the Non-Professional Services Agreement with TESCO Controls, LLC is exempt from environmental review pursuant to Section 15061(b)(3) of the State’s guidelines implementing the California Environmental Quality Act (CEQA) as the activity will not have a significant effect on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Albert Maldonado, Special Counsel
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Paul Mariscal, Water Utility Manager

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

There is no fiscal impact associated with this action.

Attachments

Third Amendment
Second Amendment (Reference only)
First Amendment (Reference only)
Tesco Controls Agreement (Reference only)

THIRD AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDING AND GROUNDS

This third amendment ("Third Amendment") to the agreement for the water distribution system supervisory control and data acquisition ("SCADA") upgrade project ("Agreement"), dated December 7, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and TESCO Controls, LLC, a Delaware limited liability company ("Contractor"), is made and entered into this 15th day of October, 2024.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically to extend the time for completion of the services to June 30, 2025; and

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Contractor agree as follows:

AGREEMENT

Section 1. Section 4.2 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

"4.2 Contractor shall complete the Services by June 30, 2025, unless the Services are earlier terminated as permitted herein."

Section 2. All other provisions of the Agreement, as previously amended by the first amendment and the second amendment, shall remain unchanged by this Third Amendment and in effect.

Section 3. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment, to be effective as of October 15, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

TESCO CONTROLS, LLC

By: _____
Jason Martin, VP Project Management

ATTEST:

_____
Jeanne Donaldson, City Clerk

SECOND AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDING AND GROUNDS

This second amendment ("Second Amendment") to the agreement for the water distribution system supervisory control and data acquisition ("SCADA") upgrade project ("Agreement"), dated December 7, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and TESCO Controls, LLC, a Delaware Limited Liability Company ("Contractor"), is made and entered into this 7th day of November, 2023.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically to extend the time for completion of the services to December 31, 2024; and

WHEREAS, it is further the desire of the City and Contractor to amend Article 5.3 of their existing Agreement to reflect a change in the contact name, phone number, and email of Contractor;

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Contractor agree as follows:

AGREEMENT

Section 1. Section 4.2 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

"4.2 Contractor shall complete the Services by December 31, 2024, unless the Services are earlier terminated as permitted herein."

Section 2. Subsection 5.3 of Article 5 of the Agreement, which Article is entitled "Payments to Contractor," is hereby amended to read as follows:

CONTRACTOR

Delven Diaz, Director of Sales
TESCO Controls, LLC
8440 Florin Road
Sacramento, CA, 95828
ddiaz@tescocontrols.com
(916) 849-9779

Section 3. All other provisions of the Agreement shall remain unchanged by this Second Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of November 7, 2023.

CITY OF REDLANDS

Eddie Tejeda, Mayor

TESCO CONTROLS, LLC

By: _____
Delven Diaz, Director of Sales

ATTEST:

Jeanne Donaldson, City Clerk

FIRST AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDING AND GROUNDS

This first amendment ("First Amendment") to the Agreement for the water distribution system supervisory control and data acquisition ("SCADA") upgrade project ("Agreement"), dated December 7, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and TESCO Controls, Inc., a California Corporation ("Contractor"), is made and entered into this 15th day of November, 2022.

RECITALS

WHEREAS, it is the desire of the City and Contractor to extend the time for completion of the services to December 7, 2023.

WHEREAS, it is the desire of the City and Contractor to implement the Phase 3 project scope of work as specified in the Exhibit "C".

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledge City and Contractor agree as follows:

AGREEMENT

Section 1. Section 4.2 of the Agreement, entitled "Performance of Services," is hereby amended to read as follows:

"4.2 Contractor shall complete the Services by December 7, 2023, unless the Services are earlier terminated as permitted herein."

Section 2. Section 5.2 of the Agreement, entitled "Payments to Contractor," is hereby amended to read as follows:

"5.2 Total compensation for Contractor's performance of the Services shall not exceed the amount of five million five hundred seventy-nine thousand four hundred twenty dollars ($5,579,420). City shall pay Contractor on a time and materials basis up to the not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference."

Section 3. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

Section 4. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[Signatures on Next Page]

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

TESCO CONTROLS, INC.

By: _____
Shain Thomas, CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of water distribution supervisory control and data acquisition ("SCADA") system upgrade ("Agreement") is made and entered in this 7th day of December, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and TESCO Controls, Inc., a California corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform water distribution SCADA system upgrade services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section

1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.

3.2 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. The Services shall commence as of the Effective Date of this Agreement.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by one (1) additional one-year term (an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term and subsequently, at least thirty (30) days before any Extended Term. The Initial Term and the Extended Term are hereby collectively, referred to herein as the "Term" of this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

5.2 The compensation for Contractor's performance of the Services shall not exceed the amount of three million six hundred seventy nine thousand seven hundred twenty dollars $3,679,720) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Contractor's performance for the Services shall not exceed the amount of one million eight hundred ninety nine thousand seven hundred dollars ($1,899,700) for the Extended Term. For the Initial Term and an Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

5.3 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk	Shain Thomas, CEO
City of Redlands	TESCO Controls, Inc.
35 Cajon Street	8440 Florin Road
P.O. Box 3005 (mailing)	Sacramento, CA, 95828
Redlands, CA 92373	sthomas@tescocontrols.com
jdonaldson@cityofredlands.org	(916) 395-8800
(909) 798-7531	(916) 429-2817

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to

City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;

(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been

accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

TESCO CONTROLS, INC.

By: _____
Shain Thomas, CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The scope of services are inclusive of the instrumentation and controls required to upgrade **thirty-one (31)** sites operating within the City of Redlands' (City) water distribution system. The new control panels, instrumentation, and services listed in the *Scope of Supply* below have been quoted in conformance with the plans and specifications (*section 16010*) engineered for the City's CIP **Project No. 501006**.

Additionally, the electrical and mechanical trade work required of the new panel and instrumentation installations is also included under TESCO's scope quoted herein. Refer to the *Scope of Supply* below for a complete listing of the materials and services to be provided by TESCO on this project.

Scope of Supply

		CONTROL PANEL & INSTRUMENTATION UPGRADES
1	1	**2330 BOOSTER PUMP STATION [RTU-80]** **Control Panel to include:** ▪ Wall-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 36"H x 30"W x 16"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ (2) Single-Point Door Latches with Pad-Lockable Hasps ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ 4-Channel AO Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing

Item	Qty	Description
		▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Pressure Transmitter (B-BOO PIT-61) ▪ Pressure Switch (B-BOO PSH-61) ▪ Flow Meter (B-BOO FIT-72) ▪ (3) Intrusion Switches (B-BOO ZS-92, 93, & 94)
2	1	**AGATE WELL #1 [RTU-30]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing****

		Instrumentation to include: ▪ Level Transmitter (W-AGA LT-41) ▪ Pressure Transmitter (W-AGA PIT-61) ▪ Pressure Switch (W-AGA PSH-61) ▪ Flow Meter (W-AGA FIT-71)
3	1	**AIRPORT WELL #1 [RTU-31]** **Motor Control Center to include:** ▪ Pad-Mount Exterior NEMA 3R Weather Wrap Galvanized Steel Enclosure ▫ Dimensions: 90"H x 176"W x 32"D ▫ (3) Weather Wrap Sections ▫ 3-Point Door Latches with Pad-Lockable Hasps ▫ Panel Top Sunshade ▫ Powder Coated Camel Tan ▪ Pad-Mount Interior NEMA 1 Galvanized Steel Enclosure ▫ 480VAC, 800A, 3-Phase, 35kAIC ▫ (5) Sections: Metering, Power Distribution, ATS (*Future*), Pump Controls, & RTU ▫ Section Depth: 20" ▫ Backpans per Layout ▪ Provisions for 800A SCE Utility Meter ▪ 800A Main Disconnect Breaker ▪ 3-Pole Power Distribution Block ▪ 10kVA Transformer ▪ 12-Circuit Panelboard ▪ Pump/RVSS Thermal Magnetic Circuit Breaker ▪ 400HP ABB PSTX Reduced Voltage Soft Starter with Door-Mount HIM ▪ Control Power Transformer ▪ Set of Pump Controls & Pilot Devices ▫ HOA Switch ▫ Push Buttons ▫ Indicator Lights ▫ Elapsed Time Meter ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required

Item	Qty	Description
		▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacles ▪ Service Lights with Switches ▪ Fan Kits with Filtered Louvers ▪ Condensation Heaters with Thermostats ▪ DIN Rails, Terminal Blocks, Distribution Breakers, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-AIR1 LT-41) ▪ Pressure Transmitter (W-AIR1 PIT-61) ▪ Pressure Switch (W-AIR1 PSH-61) ▪ Flow Transmitter (W-AIR1 FIT-71) ▪ Intrusion Switch (W-AIR1 ZS-92) Arc Flash Risk Assessment to include: ▪ Electrical Equipment Data Collection ▪ Arc Flash Report ▫ Single-Line Diagram ▫ Fault & Short Circuit Analysis ▫ Overcurrent Protection Device Coordination Study ▫ Electrical Equipment Evaluation ▫ Electrical Hazards Mitigation Analysis ▫ Arc Flash Incident Energy Levels & PPE Requirements ▪ Electrical Equipment Safety Labels (Arc Flash & Shock Hazards)
4	1	**AIRPORT WELL #2 [RTU-32]** **Control Panel to include:** ▪ Wall-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 36"H x 30"W x 16"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ (2) Single-Point Door Latches with Pad-Lockable Hasps ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio

Item	Qty	Description
		▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-AIR2 LT-41) ▪ Pressure Transmitter (W-AIR2 PIT-61) ▪ Pressure Switch (W-AIR2 PSH-61) ▪ Flow Transmitter (W-AIR2 FIT-71) ▪ Intrusion Switch (W-AIR2 ZS-92)
5	1	**CALIFORNIA STREET WELL [RTU-33]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 36"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch

Item	Qty	Description
		▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ (2) Level Transmitters (W-CAL LT-41 & LIT-51) ▪ Pressure Transmitter (W-CAL PIT-61) ▪ Pressure Switch (W-CAL PSH-61)
6	1	**CHICKEN HILL WELL [RTU-34]** **Motor Control Center to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ 480VAC, 200A, 3-Phase, 35kAIC ▫ Dimensions: 60"H x 90"W x 20"D ▫ (3) Sections: Metering / Power Distribution, Pump Controls, & RTU ▫ 3-Point Door Latches with Pad-Lockable Hasps ▫ Panel Top Sunshade ▫ Backpans per Layout ▫ Powder Coated Camel Tan ▪ Provisions for 200A SCE Utility Meter ▪ 200A Main Disconnect Breaker ▪ 3-Pole Power Distribution Block ▪ 5kVA Transformer ▪ 12-Circuit Panelboard ▪ Pump/RVSS Thermal Magnetic Circuit Breaker ▪ 100HP ABB PSTX Reduced Voltage Soft Starter with Door-Mount HIM ▪ Control Power Transformer ▪ Set of Pump Controls & Pilot Devices ▫ HOA Switch ▫ Push Buttons ▫ Indicator Lights ▫ Elapsed Time Meter ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required

Item	Qty	Description
		▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacles ▪ Service Lights with Switches ▪ Fan Kits with Filtered Louvers ▪ Condensation Heaters with Thermostats ▪ DIN Rails, Terminal Blocks, Distribution Breakers, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-CHI LT-41) ▪ Pressure Transmitter (W-CHI PIT-61) ▪ Pressure Switch (W-CHI PSH-61) ▪ Flow Transmitter (W-CHI FIT-71) Arc Flash Risk Assessment to include: ▪ Electrical Equipment Data Collection ▪ Arc Flash Report ▫ Single-Line Diagram ▫ Fault & Short Circuit Analysis ▫ Overcurrent Protection Device Coordination Study ▫ Electrical Equipment Evaluation ▫ Electrical Hazards Mitigation Analysis ▫ Arc Flash Incident Energy Levels & PPE Requirements ▪ Electrical Equipment Safety Labels (Arc Flash & Shock Hazards)
7	1	**CHURCH STREET WELL [RTU-35]** **Control Panel Retrofit to include:** ▪ Preassembled Backpan (*mounted within RTU section of existing MCC enclosure*) ▫ Dimensions: 68"H x 22.5"W ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*)

Item	Qty	Description
		▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-CHU LT-41) ▪ Pressure Transmitter (W-CHU PIT-61) ▪ Intrusion Switch (W-CHU ZS-92)
8	1	**COOLIE HAT FLOW MONITOR [RTU-93]** **Control Panel to include:** ▪ Wall-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 36"H x 30"W x 16"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ (2) Single-Point Door Latches with Pad-Lockable Hasps ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Current Loop Isolator/Splitter (*4-20mA Flow Signal*) ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ 16-Point DI Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 7" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Intrusion Switch (F-COO ZS-92)
9	1	**CRAFTON WELL [RTU-59]**

Item	Qty	Description
		Motor Control Center to include: ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ 480VAC, 400A, 3-Phase, 35kAIC ▫ Dimensions: 72"H x 156"W x 24"D ▫ (5) Sections: Utility Pull Section, Metering, Power Distribution, Pump Controls, & RTU ▫ 3-Point Door Latches with Pad-Lockable Hasps ▫ Panel Top Sunshade ▫ Backpans per Layout ▫ Powder Coated Camel Tan ▪ Provisions for 400A SCE Utility Meter ▪ 400A Main Disconnect Breaker ▪ 3-Pole Power Distribution Block ▪ 10kVA Transformer ▪ 12-Circuit Panelboard ▪ Pump/RVSS Thermal Magnetic Circuit Breaker ▪ 200HP ABB PSTX Reduced Voltage Soft Starter with Door-Mount HIM ▪ Control Power Transformer ▪ Set of Pump Controls & Pilot Devices ▫ HOA Switch ▫ Push Buttons ▫ Indicator Lights ▫ Elapsed Time Meter ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacles ▪ Service Lights with Switches ▪ Fan Kits with Filtered Louvers ▪ Condensation Heaters with Thermostats ▪ DIN Rails, Terminal Blocks, Distribution Breakers, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****Includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include:

Item	Qty	Description
		▪ Level Transmitter (W-CRA LT-41) ▪ Pressure Transmitter (W-CRA PIT-61) ▪ Pressure Switch (W-CRA PSH-61) ▪ Flow Transmitter (W-CRA FIT-71) Arc Flash Risk Assessment to include: ▪ Electrical Equipment Data Collection ▪ Arc Flash Report ▫ Single-Line Diagram ▫ Fault & Short Circuit Analysis ▫ Overcurrent Protection Device Coordination Study ▫ Electrical Equipment Evaluation ▫ Electrical Hazards Mitigation Analysis ▫ Arc Flash Incident Energy Levels & PPE Requirements ▪ Electrical Equipment Safety Labels (Arc Flash & Shock Hazards)
10	1	**CRESCENT & CROWN PRESSURE MONITOR [RTU-91]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ 16-Point DI Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 7" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing****

Item	Qty	Description
		Instrumentation to include: ▪ Pressure Transmitter (P-CRE PIT-61)
11	1	**EAST LUGONIA WELL #3 [RTU-36]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****Includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-ELU3 LT-41) ▪ Pressure Transmitter (W-ELU3 PIT-61) ▪ Pressure Switch (W-ELU3 PSH-61) ▪ Flow Transmitter (W-ELU3 FIT-71) ▪ (2) Intrusion Switches (W-ELU3 ZS-92 & ZS-93)
12	1	**EAST LUGONIA WELL #4 [RTU-37]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors)

Item	Qty	Description
		▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ 4-Channel AO Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ (2) Level Transmitters (W-ELU4 LT-41 & LIT-51) ▪ Pressure Transmitter (W-ELU4 PIT-61) ▪ Pressure Switch (W-ELU4 PSH-61) ▪ Chlorine Analyzer (W-ELU4 AIT-81) ▪ (2) Intrusion Switches (W-ELU4 ZS-92 & ZS-93)
13	1	**EAST LUGONIA WELL #6 [RTU-38]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay

Item	Qty	Description
		▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ (2) Level Transmitters (W-ELU6 LT-41 & LIT-51) ▪ Pressure Transmitter (W-ELU6 PIT-61) ▪ Flow Transmitter (W-ELU6 FIT-71) ▪ Chlorine Analyzer (W-ELU6 AIT-81)
14	1	**HOG CANYON WELL #2 [RTU-39]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules

Item	Qty	Description
		▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** **Radio Panel to include:** ▪ Wall-Mount NEMA 3R Aluminum Enclosure ▫ Dimensions: 20"H x 20.5"W x 12"D ▫ Single Section Configuration ▫ Single-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Front Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Autumn White ▪ Circuit Breaker ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ Filtered Louvers ▪ DIN Rail, Terminal Blocks, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-HOG2 LT-41) ▪ Pressure Transmitter (W-HOG2 PIT-61) ▪ Pressure Switch (W-HOG2 PSH-61) ▪ Flow Transmitter (W-HOG2 FIT-71)
15	1	**MADEIRA WELL [RTU-40]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply

Item	Qty	Description
		▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-MAD LT-41) ▪ Pressure Transmitter (W-MAD PIT-61) ▪ Pressure Switch (W-MAD PSH-61) ▪ Flow Meter (W-MAD FIT-71) ▪ (4) Intrusion Switches (W-MAD ZS-92, ZS-93A, ZS-93B, & ZS-93C)
16	1	**MAGUET WELL #2 [RTU-41]** **Motor Control Center to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ 480VAC, 200A, 3-Phase, 35kAIC ▫ Dimensions: 60"H x 108"W x 20"D ▫ (4) Sections: Metering / Power Distribution, ATS (*Future*), Pump Controls, & RTU ▫ 3-Point Door Latches with Pad-Lockable Hasps ▫ Panel Top Sunshade ▫ Backpans per Layout ▫ Powder Coated Camel Tan ▪ Provisions for 200A SCE Utility Meter ▪ 200A Main Disconnect Breaker ▪ 3-Pole Power Distribution Block ▪ 5kVA Transformer ▪ 12-Circuit Panelboard ▪ Well Pump Motor MCP Breaker ▪ NEMA Size 3 FVNR Starter ▪ Control Power Transformer ▪ Set of Pump Controls & Pilot Devices

Item	Qty	Description
		▫ HOA Switch ▫ Push Buttons ▫ Indicator Lights ▫ Elapsed Time Meter ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacles ▪ Service Lights with Switches ▪ Fan Kits with Filtered Louvers ▪ Condensation Heaters with Thermostats ▪ DIN Rails, Terminal Blocks, Distribution Breakers, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ (2) Level Transmitters (W-MAG2 LT-41 & LIT-51) ▪ Pressure Transmitter (W-MAG2 PIT-61) ▪ Pressure Switch (W-MAG2 PSH-61) ▪ Flow Transmitter (W-MAG2 FIT-71) ▪ Chlorine Analyzer (W-MAG2 AIT-81) ▪ (4) Intrusion Switches (W-MAG2 ZS-92, ZS-93A, ZS-93B, & ZS-93C) Arc Flash Risk Assessment to include: ▪ Electrical Equipment Data Collection ▪ Arc Flash Report ▫ Single-Line Diagram ▫ Fault & Short Circuit Analysis ▫ Overcurrent Protection Device Coordination Study ▫ Electrical Equipment Evaluation ▫ Electrical Hazards Mitigation Analysis ▫ Arc Flash Incident Energy Levels & PPE Requirements ▪ Electrical Equipment Safety Labels (Arc Flash & Shock Hazards)
17	1	**MENTONE ACRES WELL #2 [RTU-42]**

Item	Qty	Description
		Motor Control Center to include: ▪ Pad-Mount Exterior NEMA 3R Weather Wrap Galvanized Steel Enclosure ▫ Dimensions: 90"H x 140"W x 32"D ▫ (2) Weather Wrap Sections ▫ 3-Point Door Latches with Pad-Lockable Hasps ▫ Panel Top Sunshade ▫ Powder Coated Camel Tan ▪ Pad-Mount Interior NEMA 1 Galvanized Steel Enclosure ▫ 480VAC, 800A, 3-Phase, 35kAIC ▫ (4) Sections: Metering, Power Distribution, Pump Controls, & RTU ▫ Section Depth: 20" ▫ Backpans per Layout ▪ Provisions for 800A SCE Utility Meter ▪ 800A Main Disconnect Breaker ▪ 3-Pole Power Distribution Block ▪ 10kVA Transformer ▪ 12-Circuit Panelboard ▪ Pump/RVSS Thermal Magnetic Circuit Breaker ▪ 300HP ABB PSTX Reduced Voltage Soft Starter with Door-Mount HIM ▪ Control Power Transformer ▪ Set of Pump Controls & Pilot Devices ▫ HOA Switch ▫ Push Buttons ▫ Indicator Lights ▫ Elapsed Time Meter ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacles ▪ Service Lights with Switches ▪ Fan Kits with Filtered Louvers ▪ Condensation Heaters with Thermostats ▪ DIN Rails, Terminal Blocks, Distribution Breakers, Fuses, Relays,

Item	Qty	Description
		Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-MEN2 LT-41) ▪ Pressure Transmitter (W-MEN2 PIT-61) ▪ Flow Transmitter (W-MEN2 FIT-71) ▪ Intrusion Switch (W-MEN2 ZS-92) Arc Flash Risk Assessment to include: ▪ Electrical Equipment Data Collection ▪ Arc Flash Report ▫ Single-Line Diagram ▫ Fault & Short Circuit Analysis ▫ Overcurrent Protection Device Coordination Study ▫ Electrical Equipment Evaluation ▫ Electrical Hazards Mitigation Analysis ▫ Arc Flash Incident Energy Levels & PPE Requirements ▪ Electrical Equipment Safety Labels (Arc Flash & Shock Hazards)
18	1	**MENTONE & CRAFTON VALVE VAULT [RTU-85]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ 16-Point DI Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 7" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers

Item	Qty	Description
		▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ (2) Pressure Transmitters (V-MEN PIT-61 & PIT-62) ▪ (2) Flow Meters (V-MEN FIT-71 & FIT-72)
19	1	**MILL CREEK WELL #2 [RTU-43]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Access Point Radio ▫ Omni Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ Cellular Modem ▪ 8-Port Managed Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Power Distribution Equipment to include: ▪ 5kVA Mini Power Zone (*480V-120/240V, 1-Phase*) Instrumentation to include: ▪ Level Transmitter (W-MIL2 LT-41)

Item	Qty	Description
		▪ Pressure Switch (W-MIL2 PSH-61) ▪ Flow Transmitter (W-MIL2 FIT-71) ▪ Intrusion Switch (W-MIL2 ZS-92)
20	1	**MILL CREEK WELL #2A [RTU-44]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Power Distribution Equipment to include: ▪ 5kVA Mini Power Zone (*480V-120/240V, 1-Phase*) Instrumentation to include: ▪ Level Transmitter (W-MIL2A LT-41) ▪ Pressure Switch (W-MIL2A PSH-61) ▪ Flow Transmitter (W-MIL2A FIT-71)
21	1	**MILL CREEK WELL #4 [RTU-45]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure

Item	Qty	Description
		▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Power Distribution Equipment to include: ▪ 5kVA Mini Power Zone (*480V-120/240V, 1-Phase*) Instrumentation to include: ▪ Level Transmitter (W-MIL4 LT-41) ▪ Pressure Switch (W-MIL4 PSH-61) ▪ Flow Transmitter (W-MIL4 FIT-71) ▪ Intrusion Switch (W-MIL4 ZS-92)
22	1	**MUNI WELL [RTU-47]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout

Item	Qty	Description
		▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Interposing Relays & Current Loop Isolators/Splitters as required (*duplication of site monitored signals*) ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-MUN LT-41) ▪ Pressure Transmitter (W-MUN PIT-61) ▪ Pressure Switch (W-MUN PSH-61) ▪ Intrusion Switch (W-MUN ZS-92)
23	1	**NEW YORK STREET WELL [RTU-58]** **Control Panel to include:** ▪ Wall-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 36"H x 30"W x 16"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ (2) Single-Point Door Latches with Pad-Lockable Hasps ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC

Item	Qty	Description
		▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-NYS LT-41) ▪ Pressure Transmitter (W-NYS PIT-61) ▪ Pressure Switch (W-NYS PSH-61) ▪ Flow Meter (W-NYS FIT-71) ▪ Intrusion Switch (W-NYS ZS-92)
24	1	**ORANGE STREET WELL [RTU-50]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT

Item	Qty	Description
		▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-ORA LT-41) ▪ Pressure Transmitter (W-ORA PIT-61) ▪ Flow Meter (W-ORA FIT-72) ▪ Intrusion Switch (W-ORA ZS-92)
25	1	**REDLANDS HEIGHTS WELL [RTU-51]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 72"H x 36"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 480/120VAC Safety Barrier ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ 3kVA Transformer ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ 8-Port Managed Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, &

Item	Qty	Description
		Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** **Radio Panel to include:** ▪ Wall-Mount NEMA 3R Aluminum Enclosure ▫ Dimensions: 20"H x 20.5"W x 12"D ▫ Single Section Configuration ▫ Single-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Front Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Autumn White ▪ Circuit Breakers as required ▪ MDS Orbit 150MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit ▫ Cable Grounding & Weatherproofing ▪ Cellular Modem ▫ Omni Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit ▫ Cable Grounding & Weatherproofing ▪ Filtered Louvers ▪ DIN Rail, Terminal Blocks, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** **I/O Radio Panel to include:** ▪ Wall-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 30"H x 24"W x 12"D ▫ Single Section Configuration ▫ (2) Single-Point Door Latches with Pad-Lockable Hasps ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ MDS Orbit 150MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ Moxa Ethernet Remote I/O Module ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Filtered Louvers ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, &

Item	Qty	Description
		Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Antenna Mast to include: ▪ 30' Universal Aluminum Tower with 4' Base (*Foundation & Installation by Others*) ▪ Tower & Base Hinged Assembly (*mast fold down capability*) Instrumentation to include: ▪ Level Transmitter (W-RED LT-41) ▪ Flow Transmitter (W-RED FIT-71)
26	1	**REES WELL [RTU-52]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 72"H x 30"W x 18"D ▫ Single Section Configuration ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (3) 16-Point DI Modules ▫ 16-Point DO Module ▫ (3) 8-Channel AI Modules ▫ 4-Channel AO Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-REE LT-41)

Item	Qty	Description
		▪ (4) Pressure Transmitters (W-REE PIT-61, PIT-62, PIT-63A, & PIT-63B) ▪ (3) Differential Pressure Transmitters (W-REE DPIT-64A, DPIT-64B, & DPIT-65) ▪ (3) Intrusion Switches (W-REE ZS-84, ZS-92, & ZS-93)
27	1	**TATE WATER TREATMENT PLANT** Main PLC Control Panel Retrofit to include: ▪ Modicon M580 PLC (Main) ▫ 2-Rack Configuration with X80 Backplane Expander Kit — 12-Slot Backplane — 8-Slot Backplane ▫ (2) AC Power Supplies ▫ M580 Level 2 CPU ▫ (2) 16-Point Digital Input Modules (AC) ▫ (2) 32-Point Digital Input Modules (DC) ▫ (2) 16-Point Digital Output Modules (Relay/NO) ▫ (3) 8-Channel Analog Input Modules (Isolated) ▫ (3) 4-Channel Analog Output Modules (Isolated) ▫ Removable Terminal Blocks, Prewired Cables, & Spare Slot Covers as required ▪ 8-Port Managed Ethernet Switch ▪ EMI/RFI Power Line Filter ▪ 1500VA Uninterruptable Power Supply ▪ 24VDC Power Supply ▪ DIN Rails, Terminal Blocks, Circuit Breakers, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes prefabrication, assembly, wiring, & factory testing**** RIO-1 Panel Retrofit to include: ▪ Modicon X80 Remote I/O (Drop 1) ▫ 8-Slot Backplane ▫ AC Power Supply ▫ X80 Ethernet I/O Drop Adapter ▫ 32-Point Digital Input Module (DC) ▫ 16-Point Digital Output Module (Relay/NO) ▫ 8-Channel Analog Input Module (Isolated) ▫ (2) 4-Channel Analog Output Modules (Isolated) ▫ Removable Terminal Blocks, Prewired Cables, & Spare Slot Covers as required ▪ EMI/RFI Power Line Filter ▪ 1500VA Uninterruptable Power Supply ▪ 24VDC Power Supply ▪ DIN Rails, Terminal Blocks, Circuit Breakers, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes prefabrication, assembly, wiring, & factory testing**** RIO-2 Panel Retrofit to include: ▪ Modicon X80 Remote I/O (Drops 2 & 3) ▫ 3-Rack Configuration with X80 Backplane Expander Kit — (2) 12-Slot Backplanes — 8-Slot Backplane ▫ (3) AC Power Supplies

Item	Qty	Description
		▫ (2) X80 Ethernet I/O Drop Adapters ▫ (14) 16-Point Digital Input Modules (AC) ▫ (4) 16-Point Digital Output Modules (DC) ▫ (5) 8-Channel Analog Input Modules (Isolated) ▫ (6) 4-Channel Analog Output Modules (Isolated) ▫ Removable Terminal Blocks, Prewired Cables, & Spare Slot Covers as required ▪ EMI/RFI Power Line Filter ▪ 1500VA Uninterruptable Power Supply ▪ (2) 24VDC Power Supplies ▪ DIN Rails, Terminal Blocks, Circuit Breakers, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes prefabrication, assembly, wiring, & factory testing****
28	1	**WABASH & I-10 PRESSURE MONITOR [RTU-92]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 72"H x 36"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 480/120VAC Safety Barrier ▫ Splash Guard ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ 3kVA Transformer ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ 16-Point DI Module ▫ 16-Point DO Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 7" Touchscreen OIT ▪ Cellular Modem ▪ 8-Port Managed Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Pressure Transmitter (P-WAB PIT-61)

Item	Qty	Description
29	1	**WELL #34 [RTU-53]** **Control Panel to include:** ▪ Wall-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 36"H x 30"W x 16"D ▫ Single Section Configuration ▫ (2) Single-Point Door Latches with Pad-Lockable Hasps ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ 16-Point DI Module ▫ 8-Channel AI Module ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 7" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Pressure Transmitter (W-WELL34 PIT-61) ▪ Chlorine Analyzer (W-WELL34 AIT-81) ▪ (2) Intrusion Switches (W-WELL34 ZS-92 & ZS-93)
30	1	**WELL #38 [RTU-56]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Panel Top & Rear Sunshades ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay

Item	Qty	Description
		▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules ▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-WELL38 LT-41) ▪ Pressure Transmitter (W-WELL38 PIT-61) ▪ Pressure Switch (W-WELL38 PSH-61) ▪ Flow Meter (W-WELL38 FIT-72) ▪ (4) Intrusion Switches (W-WELL38 ZS-92, ZS-93, ZS-94, & ZS-95)
31	1	**WELL #39 [RTU-57]** **Control Panel to include:** ▪ Pad-Mount NEMA 3R Galvanized Steel Enclosure ▫ Dimensions: 60"H x 30"W x 18"D ▫ Single Section Configuration (Exterior & Dead-Front Doors) ▫ 3-Point Door Latch with Pad-Lockable Hasp ▫ Backpan per Layout ▫ Exterior Powder Coated Camel Tan ▪ Circuit Breakers as required ▪ Power Failure Relay ▪ EMI/RFI Power Line Filter ▪ 24VDC Power Supply ▪ (2) 12VDC Backup Batteries & Charger ▪ Modicon M340 PLC ▫ 8-Slot Backplane ▫ Power Supply ▫ Processor Module ▫ (2) 16-Point DI Modules

Item	Qty	Description
		▫ 16-Point DO Module ▫ (2) 8-Channel AI Modules ▫ Screw Terminal Strips & Slot Covers as required ▪ C-more 12" Touchscreen OIT ▪ MDS Orbit 900MHz Remote Radio ▫ Yagi Directional Antenna ▫ Lightning Arrestor ▫ Coaxial Cable as required ▫ Pole Mounting Kit (*Antenna Mast/Pole supplied by Others*) ▫ Cable Grounding & Weatherproofing ▪ 5-Port Unmanaged Ethernet Switch ▪ GFCI Convenience Receptacle ▪ Service Light with Switch ▪ Fan Kit with Filtered Louvers ▪ Condensation Heater with Thermostat ▪ DIN Rails, Terminal Blocks, Fuses, Relays, Wires, Ground Bus Bar, & Nameplates/Labels as required ****includes panel fabrication, assembly, wiring, & factory testing**** Instrumentation to include: ▪ Level Transmitter (W-WELL39 LT-41) ▪ Pressure Transmitter (W-WELL39 PIT-61) ▪ Pressure Switch (W-WELL39 PSH-61) ▪ Flow Transmitter (W-WELL39 FIT-71) ▪ Flow Meter (W-WELL39 FIT-72) ▪ (4) Intrusion Switches (W-WELL39 ZS-92, ZS-93, ZS-94, & ZS-95)
32	Lot	**Professional Services to include:** ▪ Project Management ▫ project initiation, contract administration, schedule of values, decision & submittal logs, project scheduling & coordination, planning & resource loading, and payment applications & billings ▪ Engineering ▫ engineered bill of materials, engineered shop drawings, equipment schematics, engineered submittals, technical data, as-built documentation, and project records ▫ Tate Water Treatment Plant — review with the City the latest as-installed drawings revised by TESCO (*T-42335XA*) for the Main, RIO-1, and RIO-2 PLC control panels at the Tate WTP and determine the I/O points to be integrated with the new PLC hardware; identify new, remaining, and to be removed I/O ▪ PLC/OIT Programming ▫ program each local M340 PLC and C-more OIT based on the monitoring/control requirements of each site — coordinate technical workshops with the City as required to fully define individual site process controls ▫ utilize program standards developed during Phase 1 of the City's CIP Project No. 71349 (*T-37335X1/3*)

Item	Qty	Description
		▫ Tate Water Treatment Plant — conduct a technical workshop with the City to redefine the control logic required of the new PLC hardware and to be programmed to the M580 and X80 I/O platform — coordinate with the Project Engineer and the City to confirm the updated I/O list and requirements for each control panel — program the new M580 PLC as required of the Tate WTP process control areas and according to the logic requirements defined through the technical workshop — provide the SCADA Programmer with a revised I/O list and mapping of the PLC registers to facilitate the reassignment of SCADA tags — verify the newly developed PLC program functions properly and correctly executes automated control of the plant processes ▪ <u>SCADA Programming</u> ▫ modify the existing Wonderware InTouch SCADA application hosted at the HAWC and Tate WTP facilities as required to conform with the screen/graphics standards developed during the Phase 1 project ▫ verify the SCADA tag database aligns with the registers of the new M340 PLCs ▫ Tate Water Treatment Plant — reassign the Wonderware InTouch SCADA tags as required to accommodate the upgraded PLC program at the Tate WTP — modify the SCADA tag database as required to align with the updated I/O points — implement the required SCADA updates and modifications across both Wonderware InTouch applications hosted at the HAWC (*primary*) and Tate WTP (*secondary*) facilities — verify communications are maintained between the Wonderware SCADA system and the upgraded M580 PLC platform ▪ <u>Networking/Communications/Telemetry</u> ▫ configure each radio and cellular modem required for establishing communications with the existing high-speed backbone network ▫ test and verify that the new radio/cellular links communicate reliably ▫ Tate Water Treatment Plant — assist with any protocol conversions required to maintain communications between the PLC and SCADA networks — configuration of the managed Ethernet switch to be equipped with the main PLC control at the Tate WTP ▪ <u>Field Service / Product Startup</u>

Item	Qty	Description
		▫ product quality review, verification of installation, parameter/configuration adjustments as required, software upload/download as required, instrument/device signal spanning, function checks, and startup ▫ Tate Water Treatment Plant — retrofit the new M580 and X80 I/O PLC hardware within the existing Main, RIO-1, and RIO-2 control panels at the Tate WTP — rewire between the new PLC hardware and existing panel terminal blocks as required of the updated I/O layout ▪ Onsite Training ▪ O&M Manuals
33	Lot	**Electrical Contractor (Hydrotech Electric) Installation Services to include:** ▪ selective electrical demolition as depicted on the engineered plans/drawings ▪ disposal of equipment not salvaged by the City ▪ installation of TESCO-furnished equipment as depicted on the drawings, including the following: ▫ MCCs ▫ Mini Power Zones ▫ Wall-Mount RTU Panels ▫ Pedestal/Pad-Mount RTU Panels ▫ Radio Panels ▫ Pressure Switches, Limit Switches, Level Transmitters, & Pressure Transmitters ▫ Yagi & Omni Antennas ▪ stainless steel stanchions for electrical boxes and enclosures furnished by Hydrotech Electric ▪ conduits, boxes, and wiring as depicted on the drawings ▪ temporary signal wiring to the existing MOSCAD RTUs as required ▪ grounding system as indicated on the drawings or as required by local codes and NEC ▪ excavation, backfill, and compaction for equipment and conduit installations as required ▪ concrete pads as required for the new MCCs and RTU pedestals ▪ saw cutting, removal, and replacement of concrete as required for equipment and conduit installations ▪ foundation construction for TESCO-furnished 30' tower at Redlands Heights Well ▪ supply and install of (1) 25' antenna pole for Mill Creek Well 2A with concrete foundation ▪ supply and install of (27) 15' tall, 2" diameter GRC antenna masts ▪ assistance with startup, commissioning, and testing of TESCO-furnished equipment
34	Lot	**Mechanical Contractor (Schuler Constructors) Installation Services to include:** ▪ installation of TESCO-furnished flow meters and pressure/level instrumentation ▪ supply and installation of (9) Cla-Val control valves on pump-to-

Item	Qty	Description
		waste pipelines, including valve limit/position switches ▪ supply and installation of (2) AUMA motorized actuators and valves on pump-to-waste pipelines, including valve limit/position switches ▪ supply and installation of (2) check valves on discharge pipelines ▪ relocate (3) existing check valves on discharge pipelines ▪ 3/4" taps and 3000lb carbon steel half couplings as required of pipeline valves and TESCO-furnished instrumentation ▪ concrete pads and pipe supports as required for instrumentation installs and pipeline modifications ▪ loose flanges, nuts, bolts, and gaskets as required of the new control valve installations
35	Lot	**Payment & Performance Bond (2-Year Project Duration)**

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and TESCO Controls, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to CIP Water Distribution SCADA System Upgrade (the "Work"), which said agreement, dated December 7, 2021, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of five million seventy two thousand two hundred dollars ($5,072,200) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on December 2, 2021.

(SEAL)

Tesco Controls, Inc.
(Contractor)

(Signature) SHAIN THOMAS, CEO

(SEAL)

Great American Insurance Company
(Surety)
BY:
(Signature) Elizabeth Collodi, Attorney-in-Fact

Address:
301 E Fourth Street
Cincinnati, OH 45202

Telephone(530) 895-1010

(Seal and Notarial Acknowledgment of Surety)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On December 3, 2021 before me, Allison K Hunter, Notary Public
(insert name and title of the officer)

personally appeared Shain Thomas, CEO,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ALLISON K. HUNTER
Notary Public - California
Sacramento County
Commission # 2357076
My Comm. Expires May 11, 2025

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On December 2, 2021 before me, Hunter Smithson, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies),~~ and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s),~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

HUNTER SMITHSON
COMM. # 2372866
NOTARY PUBLIC CALIFORNIA
COUNTY OF SACRAMENTO
Comm. Expires AUG 29, 2025

Signature _____ **(Seal)**

GREAT AMERICAN INSURANCE COMPANY®

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The number of persons authorized by this power of attorney is not more than 24

No. 0 21673

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name				Address	Limit of Power
JOHN HOPKINS	JENNIFER LAKMANN	KRISTIE PHILLIPS	JASON MARCH	ALL OF CHICO,CALIFORNIA	ALL
ELIZABETH COLLODI	BRAD ESPINOSA	CLAUDINE GORDIN	MATTHEW FOSTER		$100,000,000
SARA WALLISER	JESSICA MONIUX	MICHAEL K. FEENEY	SARAH OTTO		
RENEE RAMSEY	DEANNA QUINTERO	SAMANTHA WATKINS	MARY COLLINS		
JOHN J. WEBER	K. COREY WARD	BILL RAPP	PAULA SENNA		
STEVEN L. WILLIAMS	MARISSA ROBINSON	TONY CLARK	PAMELA SEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28TH day of JULY , 2021 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 28TH day of JULY , 2021 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 2nd day of December , 2021 .

Assistant Secretary

EXHIBIT "C"

PRICE AND FEE BID

Phase 2 (Fiscal Year 2021-2022)

2330 Booster Pump Station	$134,050.00
Airport Well #1	$289,600.00
Airport Well #2	$152,950.00
Chicken Hill Well	$196,950.00
Church Street Well	$130,400.00
Coolie Hat Flow Monitor	$45,850.00
Crafton Well	$211,750.00
Hog Canyon Well #2	$135,500.00
Madeira Well	$152,850.00
Maguet Well #2	$242,600.00
Mentone Acres Well #2	$254,550.00
Mill Creek Well #2	$155,700.00
Mill Creek Well #2A	$155,500.00
Orange Street Well	$164,550.00
Rees Well	$210,700.00
Tate Water Treatment Plant	$373,300.00
Well #38	$166,900.00
Well #39	$171,500.00
Contingency (10%) *	$334,520.00
PHASE 2 SUBTOTAL:	**$3,679,720.00**

Phase 3 (Fiscal Year 2022-2023)

Agate Well #1	$133,600.00
California Street Well	$128,100.00
Crescent & Crown Pressure Monitor	$72,250.00
East Lugonia Well #3	$149,050.00
East Lugonia Well #4	$158,300.00
East Lugonia Well #6	$155,150.00
Mentone & Crafton Valve Vault	$100,650.00
Mill Creek Well #4	$162,800.00
Muni Well	$155,850.00
New York Street Well	$125,050.00
Redlands Heights Well	$199,000.00
Wabash & I-10 Pressure Monitor	$86,500.00
Well #34	$100,700.00
Contingency (10%) *	$172,700.00
PHASE 3 SUBTOTAL:	**$1,899,700.00**

GRAND TOTAL (Phases 2 & 3): $5,579,420.00

* *Contingency (10%): Contingency will be used for unforeseen work not covered within all other tasks shall be made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and incidentals required. Unforeseen work must be approved by the City staff before doing any work, and pay estimate shall be negotiated based on unit price already established with the proposal for this project. Any work required that is outside of the proposed cost, shall be performed based on time & material (T&M) basis and T&M cost shall be negotiated and approved by the City staff prior to performing the work. Unforeseen work will be paid in each billing cycle with a percentage of the lump sum cost included in the bid. This item may or may not be spent entirely.*

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

A. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

B. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

X I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

TESCO CONTROLS, INC.

By: _____
Shain Thomas, CEO

Date: 12/3/2021

City Council Meeting **I. 14.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8637 in support of Proposition 36, the Homelessness, Drug Addiction and Theft Reduction Act (Police Chief Tolber)

MOTION:

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move that City Council Adopt Resolution No. 8637 in support of Proposition 36.

RECOMMENDATION:

Staff recommends that City Council adopt Resolution No. 8637 in Support of Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act

DISCUSSION:

Background:
On November 4, 2014, California voters passed Proposition 47, a law that changed certain low-level crimes from potential felonies to misdemeanors. The savings from reduced incarceration costs were designated to be invested into drug and mental health treatment; programs for at risk students in K-12 schools; and victim services.

While Proposition 47 aimed to make California's criminal justice system more equitable, Proposition 47 has also led to some unintended consequences over the past decade. These include repeat and often organized retail theft, inner-city store closings, and difficulty convincing people to seek drug and mental health treatment. These consequences can only be corrected by the voters at the ballot box with modest amendments to Proposition 47.

Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act is a bi-partisan measure that provides sensible, targeted reforms to Proposition 47 that legislative proposals alone are unable to deliver. The Redlands Police Department believes Proposition 36 provides important fixes to Proposition 47 to provide further leverage in its efforts to address crimes in the city.

Issues/Analysis:
The consequences of Proposition 47 have significantly impacted public safety in California. The dramatic increase in retail theft throughout the state is driving up prices and pushing businesses out of communities due to costs and the safety of employees and customers. It is estimated that losses due to organized retail crime amount to over $2 billion per year. Like the rest of the state, Redlands has experienced a steady rise in property crimes including retail theft since 2020.

Drug addiction and mental illness are intricately linked to homelessness. In the City of Redlands, there was reported to have been a 76% increase in unhoused individuals from 2022 to 2023. It often takes the City's Homeless Solutions Team multiple interactions with homeless individuals before they accept the resources offered. Moreover, it often takes more than five attempts for homeless individuals to successfully complete the rehabilitation process, stop using drugs, and achieve sobriety.

Additionally, the fentanyl crisis has reached alarming levels and is now responsible for 20 percent of youth deaths in California. Drug overdoses now kill two to three times the number of people in California as car accidents. In 2020, in response to an increased number of emergency calls related to overdoses, Redlands Police Department officers were trained to carry and administer Narcan, a life-saving overdose treatment. Officers currently deploy Narcan in emergency situations more than once a month in the City of Redlands. In response to community safety concerns and increased calls for service related to thefts and homelessness, Redlands Police Department implemented a Community Engagement Team (CET) in March of 2024. The team of four officers works closely with local businesses in the downtown area and retailers in major shopping centers to combat retail crime and enhance safety. CET is also focused on addressing homelessness in our community by identifying sustainable solutions and providing support to those in need. Data-driven technology helps the team achieve measurable results, with recent reductions in theft, overdoses, and calls for service related to transient issues.

If approved by voters, Proposition 36 would create a deterrent for repeat retail theft offenders and direct more individuals into treatment rather than incarceration by rolling back parts of Proposition 47 that reclassified certain theft and drug crimes. The Redlands Police Department believes Proposition 36 introduces essential changes to further curb crime in the city. Proposition 36 incentivizes drug and mental health treatment by providing a third-time hard drug possessor with a choice between jail or drug treatment; permits a felony to be charged when a habitual retail thief has two prior convictions for theft-related

offenses or commits multiple thefts; enacts laws that permit a judge to add more time onto an offender's sentence for a theft that involves property values over $50,000 or for a theft that is committed by three or more perpetrators working together; updates several of California's hard drug laws to add fentanyl; and permits judges to sentence drug dealers to state prison for dealing large quantities of hard drugs or for dealing drugs while armed with a firearm.

If approved, Proposition 36 will implement the following provisions:

- Reclassify retail theft with two or more prior convictions as a felony.
- Permit the aggregation of multiple theft offenses to reach a total of $950 and charge as a felony.
- Impose enhanced penalties for excessive theft or property damage.
- Impose enhanced penalties for acting in concert or participating in takeover theft or destruction of property.
- Grant discretion to charge a third hard drug possession offense as a treatment-mandated felony after two prior hard drug convictions.
- Address the fentanyl crisis by targeting fentanyl drug traffickers.

If approved, Proposition 36 would help address the critical issues of retail theft, homelessness, and the fentanyl crisis, while restoring balance to the criminal justice system in California. By reducing repeat offenses and organized crime, the measure promotes fairness while ensuring access to rehabilitation where necessary. The Redlands Police Department believes Proposition 36 provides important changes to Proposition 47 that would provide further leverage in enhancing public safety and fostering strong, healthy communities.

SUBMITTED BY:
Rachel Tolber, Police Chief

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Tabitha Crocker, Facilities and Community Service Director

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Proposition 36 FAQ
Reso. 8637

Proposition 36 Frequently Asked Questions

ABOUT PROP 36

What is Proposition 36, the Homelessness, Drug Addiction, and Theft Reduction Act Initiative?

Proposition 36 makes commonsense and responsible changes to current laws, including to Proposition 47, to reduce drug addiction and theft problems, which have afflicted our communities and neighborhoods for far too long. Drug addiction and mental illness are at the root of most homelessness. Drug overdoses now kill two to three times the number of people in California as car accidents. The dramatic increase in retail theft in California is driving up prices and driving businesses out of communities due to costs and the safety of employees and customers. Prop 36 helps compel more people with serious drug addictions into drug and mental health treatment and holds hard drug dealers and career thieves accountable.

Specifically, it will:

- Increase penalties for habitual retail theft offenders and thieves who steal large quantities of property or merchandise.
- Increase penalties for “smash and grab” thefts that result in significant losses and damage or that are committed by multiple thieves working together.
- Provide drug and mental health treatment and job training for people who are addicted to fentanyl, methamphetamine, cocaine, heroin, and PCP.
- Toughens penalties for trafficking in large quantities of and adds fentanyl to existing laws that prohibit the possession of hard drugs while armed with a loaded firearm.
- Permit judges to use their discretion to sentence drug dealers to state prison instead of county jail when they deal hard drugs in large quantities or are armed with a firearm while dealing drugs.
- Warn convicted hard drug dealers and manufacturers that they can be charged with murder if they continue to traffic in hard drugs and someone dies as a result.
- Reinstate penalties for hard drug dealers whose trafficking kills or seriously injures a drug user.

Why is Prop 36 Needed?

In 2014, Proposition 47 reduced penalties for hard drug possession and theft. These changes to the law significantly reduced the incentive for offenders to participate in drug treatment because a lengthy jail sentence was no longer permitted. Offenders are more likely to take treatment seriously when facing possible jail time. Offenders who repeatedly steal property with a value of $950 or less face only misdemeanor charges which usually are just a citation.

California has experienced a rise in drug addiction and mental illness, which fuels homelessness. In addition, the prevalence of fentanyl in California has had deadly

consequences, and California's laws have not been changed to treat fentanyl as the dangerous drug that it is.

Prop 36 incentivizes drug and mental health treatment by providing a third-time hard drug possessor with a choice between jail or drug treatment; permits a felony to be charged when a habitual retail thief has two prior convictions for theft-related offenses or commits multiple thefts; enacts laws that permit a judge to add more time onto an offender's sentence for a theft that involves property values over $50,000 or for a theft that is committed by three or more perpetrators working together; updates several of California's hard drug laws to add fentanyl; and permits judges to sentence drug dealers to state prison for dealing large quantities of hard drugs or for dealing drugs while armed with a firearm.

How does Prop 36 hold drug traffickers accountable?

Prop 36 makes several changes to California law in order to hold drug traffickers accountable. It will:

● Create a new law that requires judges to warn convicted hard drug dealers that drug dealing can kill someone, and that if the offender sells, manufactures, furnishes, or gives away drugs that result in the death of a person, the offender can be charged with murder. Proof that an offender knows how dangerous drug dealing is can aid a later murder prosecution.

● Permit judges to sentence traffickers who deal in large quantities of hard drugs to state prison instead of to county jail. This would apply to fentanyl, methamphetamine, heroin, cocaine, and PCP.

● Permit judges to sentence drug traffickers who are armed with a firearm while dealing to state prison instead of to county jail.

● Add a provision to an existing California law that anyone who sells, furnishes, administers, or gives away a drug to a person who then uses the drug and suffers a significant or substantial physical injury is eligible to have additional time of at least three years added to their sentence.

How does Prop 36 help combat fentanyl trafficking?

Fentanyl is lethal in very small doses. In fact, fentanyl is up to 50 times stronger than heroin. One kilogram (2.2 pounds) of fentanyl provides enough of the drug to manufacture four to ten million doses, which is enough to kill 500,000 people.

Prop 36 helps combat fentanyl trafficking by updating the California code section that permits judges to add additional time to the sentence of drug traffickers who deal in large quantities of drugs. Because fentanyl is so lethal in small quantities, the Initiative creates a separate list of weights for fentanyl ranging from one ounce (28.35 grams) to 80 kilograms (over 176 pounds) and permits judges to impose additional punishment ranging from three years to 25 years in state prison, depending on the amount of fentanyl involved in the case.

Prop 36 also creates a new law that requires judges to warn convicted drug dealers, including those who deal fentanyl, that drug dealing can kill someone and that if the offender sells, manufactures, furnishes, or gives away drugs that result in the death of a person, the offender can be charged with murder. Proof that an offender knows the dangers of drug dealing can aid a later murder prosecution.

CURRENT LAW

What is Proposition 47?

Passed in 2014, Proposition 47 reduced the penalty for hard drug possession from a felony to a misdemeanor, thereby significantly reducing the incentive for offenders to agree to treatment since a lengthy jail sentence was no longer permitted. Proposition 47 also created the new crime of shoplifting, which permits an offender to steal up to $950 worth of merchandise and be charged only with a misdemeanor crime, regardless of how many times the offender shoplifts. Proposition 47 also repealed the repeat theft crime that had permitted a felony to be charged when a career thief committed a misdemeanor petty theft and had three or more prior convictions for theft-related offenses.

The unintended consequences of Proposition 47, such as a drastic reduction in offenders participating in drug and mental health treatment and an increase in serious theft and repeat theft crimes, need to be fixed. Prop 36 addresses these unintended consequences and it addresses the explosion of fentanyl in California.

What are the current penalties for retail theft and how does Prop 36 improve them?

Current law allows felony charges only if a person steals property worth more than $950 during a single occurrence. That means a person can steal thousands of dollars from multiple stores by committing multiple thefts and face only misdemeanor charges which usually only results in a citation.

Prop 36 permits a felony to be charged when a habitual retail theft offender has two prior convictions for theft-related offenses and steals any amount of property.

Current law does not permit any additional jail time for a thief who steals more than $50,000 worth of property. Prop 36 goes after high-value theft and smash-and-grabs by permitting judges to add on one, two, three, or four years to an offender's sentence if the offender steals property worth more than $50,000, $200,000, $1 million, or $3 million. Prop 36 also creates a new law that permits judges to add one, two, or three years to the sentence of an offender who steals property while acting jointly with at least two other perpetrators.

California has one of the lower thresholds for a felony ($950) so what is not working?

Prop 36 does not lower the current $950 felony theft threshold because that is not the problem. The problem with California's current law is that offenders can commit multiple thefts of property with a value of $950 or less and face only misdemeanor charges. Prop 36 creates a new law

that permits the value of multiple thefts to be added together (to be aggregated) so that a felony theft can be charged. Prop 36 also creates a new repeat theft crime so that a career thief who has two prior convictions for theft-related crimes and then steals any amount of property can be charged with a felony.

Current law does not permit any additional jail time for a thief who steals more than $50,000 worth of property. Prop 36 creates a new law that permits judges to add on one, two, three, or four years to an offender's sentence if the offender steals property worth more than $50,000, $200,000, $1 million, or $3 million. Prop 36 also creates a new law that permits judges to add one, two, or three years to the sentence of an offender who steals property while acting jointly with at least two other perpetrators.

What is the difference between theft, robbery, burglary, shoplifting, smash-and-grabs and grand theft?

Petty Theft: State law defines petty theft as taking $950 or less of property during a *single* occurrence. This commonly occurs in shoplifting. Petty theft is a misdemeanor, as set out in Proposition 47.

Burglary: California defines burglary as entering a home, locked vehicle or building with the intent to steal. Burglary of a residential home is a felony, while burglary of a commercial property can be charged as a misdemeanor or felony at the prosecutor's discretion.

Shoplifting: Proposition 47 created the crime of shoplifting, which is defined as entering a commercial establishment with the intent to steal, during regular business hours, and where the value of the property taken is not over $950. It is a misdemeanor crime. Repeat shoplifting cannot be charged as a felony.

Robbery: State law defines robbery as using force or threats to take property directly from another person and against that person's will. It is punishable as a felony and by up to 9 years in state prison.

Grand Theft: Stealing property worth more than $950 or stealing a firearm or automobile is grand theft. Grand theft can typically be charged as a felony or misdemeanor at the prosecutor's discretion.

Smash-and-Grabs: California currently does not have a dedicated law for smash-and-grab thefts. These occurrences are generally charged under the state's organized retail theft statute which requires proving two or more people acted in concert to steal items and that they had the intent to sell those items. If the amount stolen exceeds $950 dollars over multiple occurrences, then current law allows felony charges that are punishable by up to three years in jail.

Prop 36 creates new penalties to better address high-profile smash-and-grab crimes that have captured national headlines. Current law does not permit any additional jail time for a thief who steals more than $50,000 worth of property. Prop 36 creates a new law that permits judges to add on one, two, three, or four years to an offender's sentence if the offender steals property

worth more than $50,000, $200,000, $1 million, or $3 million. Prop 36 also creates a new law that permits judges to add one, two, or three years to the sentence of an offender who steals property while acting jointly with at least two other perpetrators.

Why do Prop 36's changes to drug possession and theft laws need to go to the ballot?

The language of Proposition 47 permits amendment by the Legislature only if the amendments are "consistent with and further the intent" of Proposition 47 or further reduce criminal penalties. Because the intent of Proposition 47 was to lower penalties for drug possession and theft, any amendment that is seen as a penalty increase for these crimes must be approved by the voters.

ACCOUNTABILITY

What is the aggregation of theft crimes and how does Prop 36 change it? Why are current laws insufficient to address repeat retail theft and other types of theft?

Current law only allows the value of multiple thefts to be added together to reach over $950 so that a felony can be charged instead of a misdemeanor if all the thefts are committed with one intent, one general impulse, and one plan. This limitation on adding together theft values (aggregating) means that it is difficult for prosecutors to use aggregation to be able to charge a felony theft instead of multiple misdemeanor thefts. Prop 36 removes this restriction on aggregation and permits the value of any stolen property or merchandise to be added together so that a felony may be charged. This change in the law means that career thieves will no longer be able to commit multiple thefts under a $950 value to avoid felony theft charges.

What are the current penalties for drug possession and how does Prop 36 fix them?

Possession of hard drugs such as fentanyl, methamphetamine, cocaine, heroin, and PCP is only a misdemeanor crime. Because the penalty imposed is often just a citation, there is no incentive for offenders to engage in a serious drug treatment program that may last for a year or more.

Prop 36 creates a Treatment-Mandated Felony which permits a felony to be charged if a person possesses a hard drug and has two prior convictions for drug-related crimes. These offenders can avoid jail by successfully participating in drug treatment. If an offender successfully completes the program, their record is expunged.

Will more people go to jail for possessing a hard drug under Prop 36?

No. Prop 36 creates a "Treatment-Mandated Felony," which permits prosecutors to charge a felony instead of a misdemeanor when an offender possesses a hard drug (fentanyl, methamphetamine, cocaine, heroin, or PCP) and already has two prior convictions for drug-related crimes. In other words, a felony charge is permitted for an offender's third drug offense. This new law permits the offender to choose drug treatment instead of jail. And, the treatment program may include mental health treatment and job training, in addition to drug treatment. If an offender successfully completes the program, their record is expunged.

Will Prop 36 create over-incarceration or cause a large increase in prison populations?

No. Prop 36 creates two new "wobbler" offenses (i.e., alternative misdemeanor/felony offenses). This does not mean individuals will automatically be charged with felonies, but it gives prosecutors and judges the discretion based on the offender's record and the circumstances of the crime.

The nonpartisan Legislative Analyst's Office (LAO) estimates that under Prop 36, "the prison population could increase by around a few thousand people. (There are about 90,000 people in prison now.)"

Prop 36 permits a prosecutor to charge a person with a felony for possession of hard drugs (e.g. heroine, fentanyl, meth) only if the defendant has two or more prior convictions for qualifying drug offenses, and the defendant declines drug and mental health treatment. Any defendant who chooses treatment will serve no jail time and will have their records expunged after successfully completing treatment—helping provide accountability to incentivize treatment while avoiding incarceration.

Similarly, Prop 36 also permits a prosecutor to charge a person with a felony for certain theft crimes, but only if the defendant has two or more theft-related prior convictions. The maximum one-year sentence would be served in county jail. A fourth or more theft conviction would allow a Judge to impose the maximum one-year sentence in state prison. In all cases, Judges retain discretion about whether or not to impose any incarceration, and if so, how much.

Courts consider the nature and circumstances of the offense, an offender's criminal history, and the amount of time that has passed since the prior conviction, ensuring that courts properly determine whether an offender has a pattern of behavior that warrants a particular level of punishment. Regardless of how a case is filed, courts retain ultimate discretion to determine whether the offense is a felony or a misdemeanor. Judges retain discretion to reduce a felony "wobbler" offense to a misdemeanor.

According to 2019 state prison records, only 1,200 inmates in California were in state prison for drug possession, while less than 1,000 were serving sentences for theft (not including vehicle theft). More than 75% of individuals in state prisons were serving sentences for violent crimes. As a result, it is clear that Prop 36 will not result in a large increase in prison population.

FUNDING/COST

How much will Prop 36 cost? Can California afford it?

The nonpartisan Legislative Analyst's Office (LAO) estimates Prop 36 will increase costs "ranging from several tens of millions of dollars to the low hundreds of millions of dollars each year (annually). This amount is less than one-half of 1 percent of the state's total General Fund budget. (The General Fund is the account the state uses to pay for most public services, including education, health care, and prisons.)"

Those estimated costs are even likely an overestimate. A disproportionate amount of current public safety issues stem from a small number of repeat offenders who are responsible for the vast majority of crimes.

The cost of inaction against rising theft and drug abuse is far higher. California small businesses and stores lost nearly $9 billion in 2022 from theft. Additionally, the cost of deterring theft is far higher due to increased security costs and lost sales due to the need to lockup items. Official statistics do not fully show the scale of the problem since many thefts are often never reported to law enforcement and theft also results in lost tax revenue. Focusing on the small group of criminals who repeatedly steal will result in huge savings for consumers. Treating addiction is a smart way to address illegal drug use and overdoses that cost California $60 billion annually for opioids alone, according to the CDC.

While Prop 36 will result in some increased costs to the state, it will help address the root causes of its biggest public safety issues. The cost of Prop 36 is small in comparison to California's nearly $300 billion annual budget.

How will California pay for additional drug and mental health treatment mandated by Prop 36?

Prop 36 builds on reforms that are already underway in California to provide services for substance abuse and mental health. Prop 36 leverages programs within Medi-Cal–which receives the majority of its funding from the federal government–to keep costs affordable to the state while providing incentives so individuals with addictions have the necessary accountability to complete their treatment.

Medi-Cal is currently implementing the Cal-AIM program, which creates a more cohesive and integrated behavioral health care system to treat substance abuse disorder and mental illness, ensuring that offenders under Prop 36 receive appropriate levels of care.

Will this measure reduce available funding for victims' services?

No. Prop 36 has no impact on this funding stream, and in fact, it will help victims of theft by authorizing greater consequences and improved chances of recovering restitution for their losses.

Does Prop 36 take away funding or reduce funding for current diversion or treatment programs or for any program currently being operated pursuant to Prop 47?

No. In fact, a section of Prop 36 provides that offenders who want drug and mental health treatment are eligible for any appropriate Medi-Cal or Medicare programs or services.

HOMELESSNESS

How does Prop 36 reduce homelessness?

Various studies have demonstrated that up to 75% of people chronically experiencing homelessness have a substance abuse or mental illness disorder (Stanford) while another study from UCLA reports 75% of the unsheltered homeless report substance abuse conditions.

Furthermore, California's homeless population has increased by nearly 60% since 2014, when Proposition 47 passed—almost five times more than the national rate. Recovering addict and homelessness expert Tom Wolfe from Rescue SF has cited that the cycle of addiction and homelessness drives many to repeatedly steal to support a person's substance abuse.

Prior to Proposition 47, drug courts allowed a person convicted of drug possession to avoid prison or jail time by undergoing court-mandated drug treatment. However, Proposition 47 removed this accountability measure with no incentive to compel people with addictions to get the treatment they need.

Prop 36 helps break the cycle of homelessness and theft by motivating people with addiction into treatment by offering drug treatment in lieu of jail after the third conviction. In addition to drug treatment, mental health services and job training will also be available. Once an individual successfully completes the program, the person's record is expunged.

Prop 36 will help ensure individuals who are homeless due to drug addiction receive the help they need and have the accountability measures needed to break the cycle and reduce the number of deaths from drug overdoses. This is a proven strategy that will reduce homelessness and help combat the rise of theft to support drug addiction.

LEGISLATURE

Does Prop 36 prevent the Legislature from passing its own laws that address theft or drug addiction?

No, the measure does not impact other statutes that would enhance theft or drug laws. Furthermore, Prop 36 authorizes amendments to its provisions with a two-thirds vote of the Legislature as long as it furthers the intent of the measure to provide accountability for repeat theft offenders and hard drug dealers or increases treatment for people addicted to hard drugs.

Many of the bills currently under debate in the Legislature deal with other types of policies, such as cracking down on the online resale of stolen goods, which do not conflict with the measure.

Ad paid for by Yes on Prop 36 - Californians for Safer Communities, sponsored by Golden State Communities
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Walmart
Target
Home Depot USA

Funding details at www.fppc.ca.gov

RESOLUTION NO. 8637

A RESOLUTION IN SUPPORT OF PROPOSITION 36, THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT

WHEREAS: While Prop 47 achieved notable success in making California's criminal justice system more equitable, Prop 47 has also led to unintended consequences over the past decade.

WHEREAS: Prop 47 has contributed to increases in repeat and often organized retail theft, the shuttering of local businesses, and difficulty convincing people to seek drug and mental health treatment.

WHEREAS: Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act is a bi-partisan measure that provides common sense, targeted reforms to Prop 47 that, with the recently adopted legislative Retail Theft Package, provide more tools to increase safety in our communities.

WHEREAS: Spikes in retail theft, violent smash-and-grab robberies, fentanyl deaths and illicit drug use, as well as strained social services, are creating challenges beyond the capacity of local governments.

WHEREAS: Cities are partnering with the state to advance solutions that help reduce crime and provide more support to residents struggling with substance abuse, while avoiding a return to the days of mass incarceration.

WHEREAS: Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act will define fentanyl as a hard drug, hold individuals convicted of trafficking fentanyl accountable, and grant judges greater discretion in sentencing drug traffickers.

WHEREAS: Breaking the cycle of repeat offenders means addressing the many root causes of retail theft.

WHEREAS: Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act allows critical behavioral health services, drug treatment, and job training within our justice system for people who are homeless and suffering from mental illness or struggling with substance abuse.

NOW, THEREFORE, BE IT RESOLVED by the City of Redlands, that the City Council formally expresses support for Prop 36, the Homelessness, Drug Addiction, and Theft Reduction Act and the benefit that it provides for our community's safety.

ADOPTED, SIGNED AND APPROVED this 15th day of October 2024.

_____

Eddie Tejeda, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 15th day of October 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **J. 1.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action concerning Resolution No. 8635 in support of Proposition 4: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Mayor Tejeda and Council Member Saucedo)

MOTION:

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move that the City Council adopt Resolution No. 8635.

RECOMMENDATION:

Mayor Tejeda and Council Member Saucedo recommend that the City Council adopt Resolution No. 8635 in support of Proposition 4: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024.

DISCUSSION:

Proposition 4: *The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024*, appearing on the November 2024 Ballot, includes $10 billion to comprehensively address the varied climate impacts and challenges facing California's current communities and future generations. The investments included in Proposition 4 aim to help communities avoid and recover from the impacts of wildfire, flood, drought, extreme heat, or other climate-related events, as well as to help restore and protect natural systems experiencing such impacts. The City of Redlands could be eligible for many of the programs identified if Proposition 4 passes on the November 2024 ballot.

Funding will be allocated as itemized below: TOTAL – $10 BILLION

- Water – $3.8 billion
- Wildfire Preparedness and Forest Resilience – $1.5 billion
- Coastal Resilience – $1.2 billion
- Extreme Heat – $450 million
- Biodiversity Protection – $1.2 billion
- Climate-Smart and Sustainable Agriculture – $300 million
- Parks and Outdoor Access – $700 million
- Clean Air and Energy – $850 million

The following are general provisions included in Proposition 4:

- State agencies administering funding shall give priority to projects that leverage private, federal, and local funding or produce the greatest public benefit.
- State agencies administering funding may provide advanced payments in the amount of 25% to the recipient of grant-awarded projects to initiate the project in a timely manner.
- The Secretary of the Natural Resources Agency shall publish a list of all program and project expenditures not less than annually, in written form, and shall post an electronic form of the list on the agency's internet website in a downloadable spreadsheet format.
- An eligible applicant is a public agency, local agency, nonprofit organization, special district, joint powers authority, tribe, public utility, local publicly owned utility, or mutual water company.
- At least 40% of the total funds shall be allocated for projects that provide meaningful and direct benefits to vulnerable populations or disadvantaged communities (DAC). At least 10% of the total funds shall be allocated for projects that provide meaningful and direct benefits to severely disadvantaged communities (SDAC).
- A project whose application includes the use of services of the California Conservation Corps or certified community conservation corps, as defined in Public Resources Code Section 14507.5, shall be given preference as a grant receipt to the extent feasible.
- Up to 10% of the funds available in each chapter may be allocated for technical assistance to disadvantaged communities, severely disadvantaged communities, or vulnerable populations. Funds used for providing technical assistance may exceed 10%, if the state agency administering the funding determines that there is a need for the additional funding.

SUBMITTED BY:

Eddie Tejeda, Mayor
Mario Saucedo, Counci Member

REVIEWED BY:

Charles M. Duggan Jr., City Manager
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Rich Sessler, Fire Chief
Tabitha Crocker, Facilities and Community Services Director
John Harris, Municipal Utilities and Engineering Director
Brian Desatnik, Development Services Director

PREPARED BY:

Jennifer Macias, Management Analyst

Attachments

Resolution 8635 Prop 4

Economic Study

League of Cal Cities Guide to Prop 4

RESOLUTION 8635

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS IN SUPPORT OF PROPOSITION 4: THE SAFE DRINKING WATER, WILDFIRE PREVENTION, DROUGHT PREPAREDNESS, AND CLEAN AIR BOND ACT OF 2024

WHEREAS California faces devastating wildfires, vulnerable drinking water supplies, extreme summer heat, and other major threats from a changing climate; AND;

WHEREAS California cities are at the forefront of these climate challenges impacting community health, safety, and infrastructure, AND;

WHEREAS Recent California wildfires have burned two million acres, released toxic smoke into our air, and polluted drinking water supplies, with wildfires between 2008-2018 causing up to $456 billion in damages across California AND;

WHEREAS Today, Californians across the state lack access to drinking water that meets safety and reliability standards and water supply reliability varies in the face of recent megadroughts; according to the State Water Board, there are hundreds of thousands of Californians who live in communities where water supplies are contaminated with unsafe levels of substances like arsenic, lead, nitrates, uranium, and perchlorate that impact everyday household water use, AND;

WHEREAS Extreme heat took the lives of several hundred Californians, led to thousands of hospitalizations and emergency room visits, and caused $7.7 billion worth of economic damages between 2013-2022, AND;

WHEREAS Cal Cities and its member cities advocate for necessary resources to improve community and infrastructure resiliency, AND;

WHEREAS The $10 billion of investments included in Proposition 4 aim to help communities avoid and recover from the impacts of wildfire, flood, drought, extreme heat, or other climate-related events, as well as to help restore and protect natural systems experiencing such impacts, AND;

WHEREAS We are already seeing the impacts of a changing climate on nature and California communities and the result of investing in smart planning and action to better manage forests to reduce the risk of fires or to restore lands along rivers that can absorb floodwaters is proven to pay off, with a recent study finding that for every dollar invested to reduce our risk from disasters before they occur, we save roughly seven dollars in emergency response and clean-up, AND;

NOW, THEREFORE BE IT RESOLVED, that the City of Redlands supports Proposition 4 on the November 2024 ballot to prevent devastating wildfires and smoke; provide safe, reliable drinking water and boost water supplies for all; protect California's iconic forests, mountains, rivers, and coasts; and ensure all Californians have access to clean water and healthy, resilient communities.

ADOPTED AND APPROVED this 15th day of October 2024.

_____

Eddie Tejeda, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

I:\cmo\Resolutions\8635 Prop 4 Climate Bond Support.docx1-jm

U.S. Chamber of Commerce

Being Prepared for the Next Disaster Pays Off, New Study Shows

A new economic study finds every $1 spent on climate resilience and preparedness saves communities $13 in damages, cleanup costs, and economic impact.



Thaddeus Swanek
Senior Writer and Editor, Strategic Communications, U.S. Chamber of Commerce

Published
June 25, 2024

Weather-related catastrophes are increasing in frequency and severity, and billion-dollar disasters are now the norm. In 2022 alone, the cost of natural disasters exceeded $360 billion across the globe, including more than 40 weather events causing over $1 billion in damage each.

With the cost of disaster growing, it's essential for government, businesses, and households to invest in resilience for communities to prosper.

Join us

On Sept. 26, 2024, join Allstate, the U.S. Chamber, and the U.S. Chamber Foundation for a webinar where we will explore how investments in climate resilience not only reduce disaster costs but also promote economic growth and stability in communities.

Save your spot

According to a new economic study by Allstate, the U.S. Chamber of Commerce, and the U.S. Chamber of Commerce Foundation, every $1 spent on climate resilience and preparedness saves communities $13 in damages, cleanup costs, and economic impact.

Disaster Preparedness Pays Off

The U.S. averages 10 natural disasters causing $1 billion or more worth of damage each year. The study found that every $1 spent on climate resilience and preparedness saves communities $13 in damages, cleanup costs, and economic impact. In fact, in the 25 natural disasters modeled—of varying severity and in different locations—it was found that, on average, each dollar of investment in disaster preparedness reduces a community's overall economic costs by $7, after the event. Furthermore, it is generally accepted that $1 of upfront investment reduces the damage and cleanup costs of a natural disaster by $6.

Combining the two, shows that for every $1 invested in natural disaster resilience and preparedness, $13 can be realized in long-term economic savings, damage avoided, and cleanup costs saved after the event.

Here's a closer look at some of the study's top findings.

Breaking down the payoff: To get to this ratio, the study modeled 25 disaster scenarios ranging in damage and cleanup costs from $1 billion to $130 billion in communities across the country.

- Each model revealed substantial economic savings resulting from upfront investment in disaster resiliency programs and resources, preserving millions of jobs and household incomes, reducing the number of people displaced from their homes, and maintaining production to help local economies rebound faster.
- Every $1 spent on resilience saves communities an average of $7 on economic costs alone.

The research makes clear that dollars spent on disaster preparedness and resilience are much more effective at reducing the cost of natural disasters than dollars spent on disaster recovery.

Disaster Prep Is a Good Idea in Large Cities, Small Towns, and Rural Areas

It's critical to invest in disaster preparedness, whether for a sprawling metropolitan area or the smallest rural town. Those investments make a big difference for larger, more severe, and relatively small-scale disasters alike.

For example:

- After investments in resilience and preparedness totaling $10.8 billion for a Category 4 Hurricane striking Miami, the area would prevent the loss of 184,000 jobs. The amount of production and income saved would be $26 billion and $17 billion, respectively.
- After $83 million of investments in resilience and preparedness for a major wildfire, Santa Fe would save 388 jobs, keep almost $45 million of output, and preserve more than $20 million of income in the area.

Continue the Conversation

September is National Preparedness Month. Join us in raising awareness about the importance of climate resiliency and help the businesses and families in your community prepare for the next disaster.

Here are three ways to take action today.

Access our Toolkit

Resilience Investments Have Economic Benefits Even If a Disaster Never Occurs

Investments in resilience and preparedness are defenses against events that may not occur.

But even if a disaster doesn't strike, communities can still benefit from the economic gains that come from preparedness investments. The more a community invests in disaster preparedness, the more jobs they'll potentially create. That means the workforce grows, which then encourages more people move to or remain in the area. The end result is increased production and incomes.

If disasters do strike, areas that have invested in resilience and preparedness can preserve jobs and income that would have otherwise been lost. And the larger that upfront investment is, the

greater the potential benefits that can be reaped.

About the authors



Thaddeus Swanek

Thaddeus is a senior writer and editor with the U.S. Chamber of Commerce's strategic communications team.

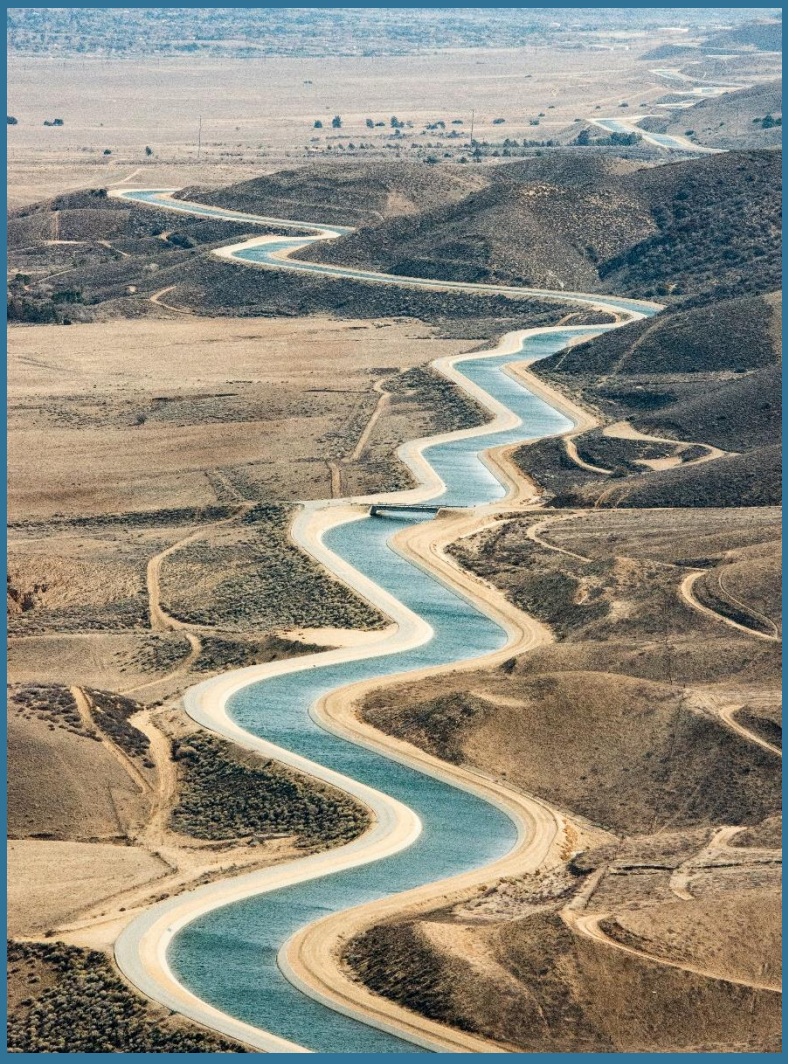
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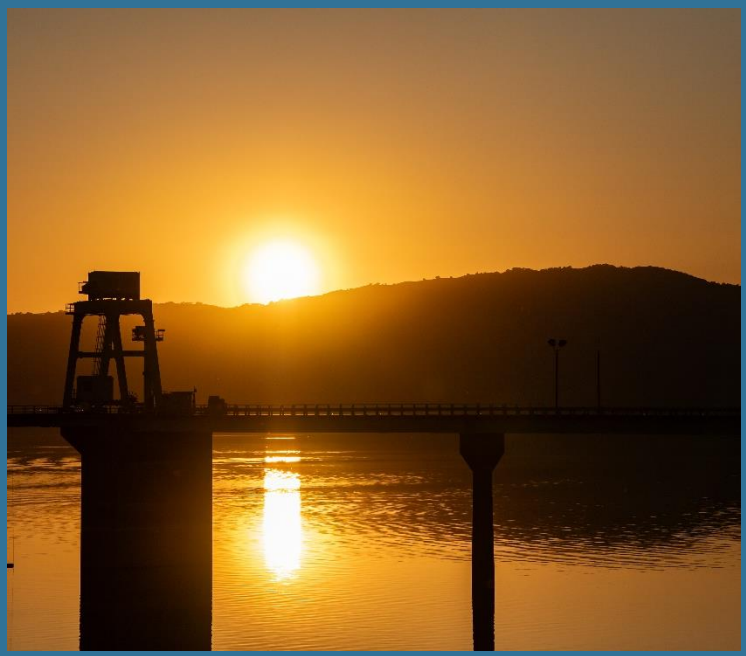
CLIMATE CHANGE | ENVIRONMENT AND SUSTAINABILITY | SECURITY AND RESILIENCE

LEAGUE OF CALIFORNIA CITIES

A Guide to Proposition 4:

The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024







Published: August 2024

Disclaimer

The following guide is an online resource for cities to understand and navigate the various funding programs included in Proposition 4 – the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024. Proposition 4 qualified for the November 2024 ballot when the Legislature approved SB 867 (Allen) on July 3, 2024. Proposition 4 is a comprehensive $10 billion climate, water, and natural resources bond.

This guide will walk city officials and staff, as well as their constituency, through key provisions and the eight funding chapters included in Proposition 4. This resource does not include all funding program information or funding criteria. Please use the included hyperlinks to navigate to the respective funding program websites for additional information, where available.

The League of California Cities prepared this guide after the Cal Cities Board of Directors took a support position on Proposition 4. For additional questions, please contact Environmental Quality Legislative Affairs Lobbyist Melissa Sparks-Kranz.

Proposition 4 Chapters

1. Overview 4
2. Safe Drinking Water, Drought, Flood, and Water Resilience Chapter 5
3. Wildfire and Forest Resilience Chapter 10
4. Coastal Resilience Chapter 13
5. Extreme Heat Mitigation Chapter 16
6. Protect Biodiversity and Accelerating Nature-Based Climate Solutions Chapter 18
7. Climate Smart, Sustainable, and Resilient Farms, Ranches, and Working Lands Chapter 20
8. Park Creation and Outdoor Access Chapter 23
9. Clean Air Chapter 25

Acronyms in this Guide

CDCSD – California Department of Community Services and Development
CDFA – California Department of Food and Agriculture
CDFW – California Department of Fish and Wildlife
CEC – State Energy Resources Conservation and Development Commission
CNRA – California Natural Resources Agency
CWC – California Water Commission
CalFire – California Department of Forestry and Fire Protection
DAC – Disadvantaged Communities
DOC – California Department of Conservation
DOE – Department of Education
DPR – California Department of Parks and Recreation
DWR – California Department of Water Resources
OES – Office of Emergency Services
OPR – Office of Planning and Research
SDAC – Severely Disadvantaged Communities
SGC – Strategic Growth Council
SGMA – Sustainable Groundwater Management Act
SWRCB – State Water Resources Control Board
WCB – Wildlife Conservation Board

1. Overview

Proposition 4 –– the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 –– includes $10 billion to comprehensively address the varied climate impacts and challenges facing California's current communities and future generations. The investments included in Proposition 4 aim to help communities avoid and recover from the impacts of wildfire, flood, drought, extreme heat, or other climate-related events, as well as to help restore and protect natural systems experiencing such impacts.

The following are general provisions included in Proposition 4 (beginning with Public Resources Code 90000):

- State agencies administering funding shall give priority to projects that **leverage private, federal, and local funding** or produce the **greatest public benefit**.
- State agencies administering funding may provide **advanced payments** in the amount of 25% to the recipient of grant-awarded projects to initiate the project in a timely manner.
- The Secretary of the Natural Resources Agency shall publish **a list of all program and project expenditures** not less than annually, in written form, and shall post an electronic form of the list on the agency's internet website in a downloadable spreadsheet format.
- An **eligible applicant** is a public agency, local agency, nonprofit organization, special district, joint powers authority, tribe, public utility, local publicly owned utility, or mutual water company.
- At least 40% of the total funds shall be allocated for projects that provide **meaningful and direct benefits to vulnerable populations or disadvantaged communities (DAC)**. At least 10% of the total funds shall be allocated for projects that provide meaningful and direct benefits to **severely disadvantaged communities (SDAC)**.
- A project whose application includes the use of services of the **California Conservation Corps** or **certified community conservation corps**, as defined in Public Resources Code Section 14507.5, shall be given preference as a grant receipt to the extent feasible.
- Up to 10% of the funds available in each chapter may be allocated for **technical assistance** to disadvantaged communities, severely disadvantaged communities, or vulnerable populations. Funds used for providing technical assistance may exceed 10%, if the state agency administering the funding determines that there is a need for the additional funding.

2. Safe Drinking Water, Drought, Flood, and Water Resilience Chapter



The water chapter includes a total of $3.8 billion for safe drinking water, drought protection, flood protection, and water resilience (beginning with Public Resources Code Section 91000).

Projects funded under this chapter shall be consistent with the policies and guidelines established by the Water Resilience Portfolio, California's Water Supply Strategy, the Central Valley Flood Protection Plan (CVFPP), and the Sustainable Groundwater Management Act (SGMA).

Clean, Safe, and Reliable Drinking Water

- Total Amount: $610 million
- Funding Type: Grants and loans (SWRCB)
- Webpage: SWRCB Grants and Loans Financial Assistance
- Purpose: To improve water quality, or provide clean, safe, and reliable drinking water, including projects that monitor and remediate perfluoroalkyl and polyfluoroalkyl substances; increase the affordability of safe drinking water, prevent, reduce, or treat groundwater contamination; water or wastewater system service extension or consolidation; address hexavalent chromium in drinking water, water shortage contingency plan projects or county wide drought projects; and Tribal drinking water infrastructure projects.

Groundwater Sustainability

- Total Amount: $386 million ($386,250,000)
- Funding Type: Project funding (DWR)
- Webpage: DWR Grants and Loans Financial Assistance
- Purpose: $193,125,000 is for projects that increase groundwater storage, improve the management and operations of groundwater storage, or for groundwater banking, and support the implementation of SGMA; and $193,125,000 is for conjunctive use and groundwater recharge projects.

Multi-Benefit Land Repurposing

- Total Amount: $200 million
- Funding Type: Project funding (DOC)
- Webpage: Multibenefit Land Repurposing Program
- Purpose: For groundwater sustainability projects that reduce groundwater use and repurpose irrigated agricultural land, provide wildlife habitat, improve drought resilience or flood management, or support the implementation of SGMA.

Water Reuse and Recycling

- Total Amount: $386 million ($386,250,000)
- Funding Type: Grants and projects (SWRCB)
- Webpage: SWRCB Water Recycling Funding Program
- Purpose: For treatment, storage, conveyance, and distribution facilities for potable and non-potable recycling projects; dedicated distribution infrastructure to serve residential, commercial, agricultural, and industrial end user retrofit projects to allow the use of recycled water; and multiple-benefit recycled water projects that improve water quality. At least 50% local cost share is required for projects funded. Local cost sharing may be suspended or reduced for DAC or SDAC.

Water Storage

- Total Amount: $75 million
- Funding Type: Directed project funding (CWC)
- Webpage: Water Storage Investment Program (WISP)
- Purpose: For the timely completion of existing approved projects under WISP as supplemental grants to reflect the increase in costs due to inflation since the original grant applications and any increase in public benefits.

Brackish Desalination

- Total Amount: $62.5 million
- Funding Type: Upon appropriation by the Legislature
- Purpose: For capital investments in brackish desalination, contaminant and salt removal, and salinity management projects to improve California water and drought resilience; Priority shall be given to projects that use new incremental eligible renewable energy resources during operation and reduce greenhouse gas emissions associated with their construction and operation.

Water Data Management

- Total Amount: $15 million
- Funding Type: Funding to DWR and SWRCB, upon appropriation by the Legislature
- Purpose: To improve water data management and to reactivate existing stream gages and deploy new gages.

Regional Water Conveyance

- Total Amount: $75 million
- Funding Type: Competitive grants (CNRA and DWR)
- Purpose: For regional conveyance projects or repairs to existing conveyances.

Water Conservation

- Total Amount: $75 million
- Funding Type: Project funding (DWR)
- Webpage: DWR Grants and Loans Financial Assistance
- Purpose: For projects that increase water conservation in agricultural and urban areas.

Flood Management

- Total Amount: $550 million
- Funding Type: Project funding (CNRA, and its departments, boards, and conservancies)
- Purpose: For flood management projects. Priority will be given to projects designed and implemented to achieve both flood safety and ecosystem functions, along with additional benefits. At least 40% shall benefit DACs, SDACs, or vulnerable populations. Of the funds available, $150 million is for projects in the Sacramento-San Joaquin Delta to improve existing levees to increase flood protection and improve climate resiliency, $150 million is for projects that implement the Flood Control Subventions Program, and $250 million is for projects related to the systemwide evaluation, repair, rehabilitation, reconstruction, expansion, or replacement of levees, weirs, bypasses, and facilitates of the State Plan of Flood Control.

Dam Safety and Reservoir Operations

- Total Amount: $480 million
- Funding Type: Competitive grants(DWR)
- Webpage: DWR Dam Safety and Climate Resilience Local Assistance
- Purpose: For projects that enhance dam safety and reservoir operations and protect public benefits.

Multi-Benefit Urban Stormwater Management

- Total Amount: $110 million
- Funding Type: Grant funding (SWRCB)
- Webpage: SWRCB Stormwater Grant Program
- Purpose: For multi-benefit urban stormwater management projects that address flooding in urbanized areas, with preference given to natural infrastructure projects, stormwater capture and reuse, planning and implementation of low-impact development, restoration of urban streams and watersheds, debris flow mitigation, and increasing permeable surfaces to help reduce flooding.

Integrated Regional Water Management (IRWM)

- Total Amount: $100 million
- Funding Type: Grant funding (DWR)
- Webpage: DWR IRWM Program
- Purpose: For projects related to integrated regional water management to improve climate resilience on a watershed basis and to address impacts associated with climate risk.

Watershed Restoration

- Total Amount: $335 million
- Funding Type: Upon appropriation by the Legislature
- Purpose: For projects that protect and restore rivers, wetlands, streams, lakes, and watersheds as well as improve the resilience of fish and wildlife, where projects are required to improve climate resilience, water supplies or water quality. Preference shall be given to natural infrastructure projects. Funds shall be made available for the following:
  - $40 million – for projects that improve climate resiliency or protection of Los Angeles River Watershed or are consistent with the Lower Los Angeles River Revitalization Plan.
  - $40 million – for projects that improve climate resiliency or protection of the Los Angeles River Watershed and are part of the revitalization plan developed by the Upper Los Angeles River and Tributaries Working Group or the Los Angeles River Master Plan.
  - $50 million – shall be available to DWR's Riverine Stewardship Program.
  - $25 million – shall be available to the State Coastal Conservancy for the Santa Ana River Conservancy Program.
  - $25 million – for multiple-benefit urban stream and river projects under DWR's Urban Streams Restoration Program.
  - $25 million – to CNRA for projects that improve conditions on wildlife refuges and wetland habitat areas, including projects that acquire willing sellers and water conveyance rights of the federal Central Valley Project Improvement Act and the Lower Klamath National Wildlife Refuge.
  - $10 million – shall be available to the Wildlife Conservation Board for the Lower American River Conservancy Program.
  - $25 million – shall be available to the State Coastal Conservancy to protect and restore watersheds through the Coyote Valley Conservation Program in the County of Santa Clara.
  - $25 million – shall be available to the State Coastal Conservancy to protect and restore watersheds through the West Coyote Hills Program.
  - $50 million – for SWRCB loans or grants that will address water quality problems arising in the California-Mexico cross-border rivers and coastal waters in the Tijuana River Valley Watershed, as described in the Tijuana River Plan and for projects consistent with the New River

Water Quality, Public Health, and River Parkway Development Program.
    - $20 million – shall be available to improve the climate resiliency of or for the protection of the Clear Lake Watershed.

Salton Sea

- Total Amount: $170 million
- Funding Type: Upon appropriation by the Legislature
- Webpage: CNRA Salton Sea Program
- Purpose: To implement the Salton Sea Management Program 10-Year Plan (and any revisions to the plan), or any subsequent plans, to provide air quality, public health, and habitat benefits. Of the funds, $10 million shall be available for the creation of either a Salton Sea Conservancy or the Salton Sea Authority.

Stream Protection and Enhancement

- Total Amount: $150 million
- Funding Type: Project funding (WCB)
- Webpage: WCB Grant Programs
- Purpose: For projects pursuant to the guidelines of the Stream Flow Enhancement Program, including the acquisition of water or water rights, acquisition of land that includes water rights or contractual rights to water, and short- or long-term water transfers and leases. Of the funds, $50 million shall be available for the Habitat Enhancement and Restoration Program for fishery enhancement projects and programs that support reintroducing salmon into cold water habitat in the Sacramento and San Joaquin Rivers watersheds.

Zoos and Aquariums

- Total Amount: $20 million
- Funding Type: Grant funding (CNRA)
- Purpose: Nature and climate education and research facilities, nonprofit organizations and public institutions, natural history museums, California zoos and aquariums accredited by the Association of Zoos and Aquariums, and geologic heritage sites that serve diverse populations; may be used for grant funding for buildings, equipment, structures, and exhibit galleries that present collections to promote climate, biodiversity, and cultural literacy; and projects that may support species recovery and biodiversity protection in order to advance the state's 30x30 conservation goal. Please also see additional funding in Chapter 8.

3. Wildfire and Forest Resilience Chapter



The wildfire and forest resilience chapter includes a total of $1.5 billion for wildfire prevention, including reducing community wildfire risk and restoring the health and resilience of forests and landscapes (beginning with Public Resources Code Section 91500).

Projects funded under this chapter shall be consistent with the policies and guidelines established by the California Wildfire and Forest Resilience Action Plan, and the Natural Resources Agency and the Department of Forestry and Fire Protection, if applicable.

Wildfire Mitigation

- Total Amount: $135 million
- Funding Type: Grant funding (OES)
- Webpage: OES California Wildfire Mitigation Program
- Purpose: For wildfire mitigation projects that prevent wildfires, increase resilience, maintain existing wildfire risk reduction projects, reduce the risk of wildfires to communities, or increase home or community hardening. Grants shall assist local and state agencies to leverage additional funds, including matching grants from federal agencies. Funds may be used to provide loans, rebates, direct assistance, and matching funds for projects. Projects shall benefit DACs, SDACs, or vulnerable populations; and funding shall be prioritized for wildfire mitigation from local agencies based on the Fire Risk Reduction Community list.

Wildfire Prevention

- Total Amount: $1.2 billion ($1,205,000,000)
- Funding Type: Projects and grant funding (CNRA and its departments, boards, and conservancies)
- Purpose: For projects that improve local fire prevention capacity, improve forest health and resilience, and reduce the risk of wildfire spreading into populated areas from wildlands. These funds include the following categories:
  - $185 million – to DOC's Regional Forest and Fire Capacity Program.
  - $170 million – to implement regional projects such as landscape-scale projects developed by forest collaboratives, and projects that implement strategies developed by state conservancies through block grants and direct appropriations by the Legislature.
  - $175 million – to CalFire's Forest Health Program for long-term forest health projects.

- $185 million – to CalFire for local fire prevention grants and for grants to conduct workforce development for fire prevention and wildfire resiliency work.
- $25 million – to CalFire for the creation or expansion of a fire training center.
- $200 million – to CNRA and DPR for forest health and watershed improvement projects in forests and other habitats.
- $50 million – for grants to conduct fuel reduction, structure hardening, create defensible space, reforestation, or targeted acquisitions to improve forest health and fire resilience.
- For watershed improvement, forest health, biomass utilization, chaparral and forest restoration, and workforce development for the following:
  - $33.5 million – to the Sierra Nevada Conservancy
  - $25.5 million – to the California Tahoe Conservancy
  - $33.5 million – to the Santa Monica Mountains Conservancy
  - $33.5 million – to the State Coastal Conservancy
  - $33.5 million – to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy
  - $25.5 million – to the San Diego Rivers Conservancy
- $15 million – to the Wildfire Conservancy to improve firefighter health and safety, advance fire attack effectiveness, and promote community resilience and awareness.
- $15 million – to the California Fire Foundation to support vegetation mitigation and fuel reduction projects, public education and outreach, personal protective equipment, specialized firefighting equipment, and firefighter health and safety.

Vegetative Waste Removal

- Total Amount: $50 million
- Funding Type: Directed project funding (DOC or CEC)
- Purpose: For projects that provide long-term capital infrastructure to use forest and other vegetative waste removed for wildfire mitigation for noncombustible uses that maximize reductions in greenhouse gas emissions, provide local air quality benefits, and increase local community resilience against climate change impacts.

Fire Detection Technology

- Total Amount: $25 million
- Funding Type: Directed state funding (CalFire)
- Purpose: For technologies that improve the detection and assessment of new fire ignitions.

Electricity Transmission Wildfire Risk

- Total Amount: $35 million
- Funding Type: Upon appropriation by the Legislature
- Purpose: For uses that reduce wildfire risk related to electricity transmission.

Workforce Development

- Total Amount: $50 million
- Funding Type: Project or grant funding (California Conservation Corps or certified community conservation corps and nonprofit workforce organizations)
- Webpage: California Conservation Corps
- Purpose: For projects that mitigate unemployment and assist the state with the implementation of critical natural resources, transportation, energy, and housing infrastructure to promote climate resilience; or projects to prepare for, prevent, respond to, and rehabilitate following natural disasters, declared emergencies, or climate-related impacts to communities.

4. Coastal Resilience Chapter



The coastal resilience chapter includes a total of $1.2 billion to increase coastal and ocean resiliency and protect coastal lands, waters, communities, natural resources, and urban waterfronts from sea level rise and other climate impacts (beginning with Public Resources Code Section 92000).

Eligible uses include, but are not limited to, projects that restore coastal wetlands and projects to address sea level rise. Projects funded under this chapter shall be consistent with the policies and guidelines established by the California Coastal Commission, DPR, the Ocean Protection Council, the State Lands Commission, the San Francisco Bay Conservation and Development Commission, and the State Coastal Conservancy, if applicable.

Coastal Resiliency

- Total Amount: $415 million
- Funding Type: Project and grant funding (State Coastal Conservancy)
- Webpage: Coastal Conservancy Grants
- Purpose: For coastal resilience projects and programs to protect, restore, and increase the resilience of beaches, bays, coastal dunes, wetlands, coastal forests, watersheds, trails, and public access facilities. The funds may be allocated to any of the following:
  - Grants through the Climate Ready Program.
  - Projects to protect coastal lands and restore habitats, including subtidal habitats, wetlands, riparian areas, redwood forests, grasslands, oak woodlands, and other important wildlife habitats, including projects to protect and restore healthy sea otter populations.
  - Natural infrastructure projects that use existing natural areas to minimize coastal flooding, erosion, and runoff.
  - Projects to restore coastal land for public use on surplus land for formerly fossil-fueled powerplants.
  - Lower cost coastal accommodation grants consistent with the Lower Cost Coastal Accommodations Program.
  - Not less than $85 million shall be available for projects that are consistent with the San Francisco Bay Restoration Authority Act or the San Francisco Bay Area Conservancy Program, including, but not limited to, projects that address sea level rise, flood management, and wetland restoration.

Coastal and Flood Management

- Total Amount: $350 million
- Funding Type: Project and grant funding (State Coastal Conservancy)

- Webpage: Coastal Conservancy Grants
- Purpose: For coastal and combined flood management projects and activities on developed shoreline areas, such as areas with critical community infrastructure, including, but not limited to, transportation and port infrastructure at risk of current flooding and flooding due to sea level rise. Funds shall be allocated to multiple-benefit projects that improve public safety, including shoreline resilience projects designed to address flooding, sea level rise, and shoreline stability that include engineering with nature or nature-based features. These funds shall be available to local agencies as matching funds for federally funded coastal flood risk management and flood risk management projects.

Marine Ecosystems

- Total Amount: $135 million
- Funding Type: Upon appropriation by the Legislature (for deposit into the California Ocean Protection Trust Fund)
- Purpose: Grants to increase resilience from the impacts of climate change. Preference shall be given to projects that conserve, protect, and restore marine wildlife and healthy ocean and coastal ecosystems, including, but not limited to, estuarine habitat, kelp forests, eelgrass meadows, and native oyster beds, or those that maintain the state's system of marine protected areas and support sustainable fisheries. Funding may be used to purchase and install ocean current mapping infrastructure and new maritime research infrastructure to reduce emissions. Funds may be used to establish a program with acre-based targets to advance habitat recovery projects that will contribute to protecting and restoring kelp forests, eelgrass meadows, and native oyster beds.

Sea Level Rise Mitigation

- Total Amount: $75 million
- Funding Type: Upon appropriation by the Legislature
- Purpose: For implementation of the California Sea Level Rise Mitigation and Adaptation Act of 2021.

Sea Level Rise Adaptation

- Total Amount: $50 million
- Funding Type: Directed funding (DPR)
- Webpage: DPR Coastal Resilience Program
- Purpose: To implement the Sea Level Rise Adaptation Strategy to address the impacts of sea level rise in coastal state parks, support continued access and recreational opportunities, and protect coastal natural and cultural resources.

Fisheries Management and Ecosystems

- Total Amount: $75 million
- Funding Type: Upon appropriation by the Legislature (CNRA and CDFW)
- Purpose: To protect and restore island ecosystems by mitigating the threat of island invasive species and advancing biosecurity initiatives; to advance climate-ready fisheries management by expanding opportunities for experimentation and adaptive cooperative management, modernizing electronic fisheries data management systems, and increasing the use of electronic technologies to facilitate more nimble decision-making and timely management responses under changing ocean conditions; and to support the restoration and management of kelp ecosystems.

Dam Removal

- Total Amount: $75 million
- Funding Type: Project and grant funding (State Coastal Conservancy)
- Webpage: State Coastal Conservancy Grants
- Purpose: To remove outdated or obsolete dams and for related water infrastructure projects, such as increasing climate resilience, enhancing sediment supply, improving wildlife and fish passage, and modernizing related water infrastructure, including related planning, monitoring, permitting, habitat restoration, and recreational improvements.

Fish Hatcheries

- Total Amount: $25 million
- Funding Type: Directed funding (CDFW)
- Webpage: CDFW Fish Hatcheries Program
- Purpose: For hatchery upgrades and expansions and for new conservation hatcheries that increase fish production and include the latest technologies to support species conservation and reintroduction efforts necessary to support genetically diverse populations of Central Valley Chinook Salmon.

5. Extreme Heat Mitigation Chapter



The extreme heat mitigation chapter includes a total of $450 million to respond to severe weather and increasing temperatures, as well as address extreme heat and extreme heat events in communities (beginning with Public Resources Code Section 92500).

Projects funded under this chapter shall be consistent with the policies and guidelines established by the Protecting Californians From Extreme Heat: A State Action Plan to Build Community Resilience, and the Office of Planning and Research's Extreme Heat and Community Resilience Program, if applicable.

Extreme Heat and Community Resilience

- Total Amount: $50 million
- Funding Type: Project funding (OPR)
- Webpage: OPR's Extreme Heat and Community Resilience Program
- Purpose: To reduce the impact of extreme heat, reduce the urban heat island effect, and build community resilience in order to strengthen communities that are vulnerable to the extreme heat impacts of climate change.

Transformative Climate Communities

- Total Amount: $150 million
- Funding Type: Project funding (SGC)
- Webpage: SGC's Transformative Climate Communities Program
- Purpose: For projects that provide local economic, environmental, and health benefits, and improve the resilience of priority populations.

Urban Greening

- Total Amount: $100 million
- Funding Type: Competitive grant funding (CNRA)
- Webpage: CNRA's Urban Greening Program
- Purpose: For urban greening efforts intended to support projects that mitigate the urban heat island effect, rising temperatures, and extreme heat impacts. Eligible projects may include, but are not limited to, the creation and expansion of green streets and alleyways, and investments that support an expanded urban greening program that helps create green recreational parks and green schoolyards in park-poor communities.

Urban Forests

- Total Amount: $50 million
- Funding Type: Project funding (CalFire)
- Webpage: CalFire's Grant Programs
- Purpose: To protect or augment California's urban forests, where projects shall contribute to mitigating the urban heat island effect and extreme heat impacts.

Community Resilience Centers

- Total Amount: $60 million
- Funding Type: Competitive grants(OES and SGC)
- Webpage: SGC's Community Resilience Center Program
- Purpose: For the creation of strategically located community resilience centers across diverse regions of the state at eligible community facilities. Eligible community facilities include, but are not limited to, senior and youth centers, park and recreation sites, libraries, health clinics, hospitals, schools, town halls, food banks, homeless shelters, childcare facilities, community centers, community nonprofit facilities providing essential services, places of worship, mobile sites, and fairgrounds. Grant awards shall model integrated delivery of emergency response services during disruptions, including zero-emission backup power, drinking water, clean air, cooling, food storage, shelter, telecommunications and broadband services, economic assistance, accommodation of pets, and other health protection measures and emergency resources during a disaster, state of emergency, local emergency, or de-energization event. Grants shall be prioritized to proposed centers that demonstrate involvement of community-based organizations and community residents within governance and decision-making processes.

Fairground Modifications

- Total Amount: $40 million
- Funding Type: Grant funding (CDFA)
- Webpage: CDFA's Fairground and Community Resilience Center Program
- Purpose: For fairgrounds operated by the network of California fairs for modifications or upgrades that do one or both of the following activities:
    - Enhance the ability of those facilities to serve as multirole community, staging, and evacuation centers to provide community resilience benefits during a disaster, state of emergency, local emergency, or de-energization event; or
    - Deploy communications and broadband infrastructure at those facilities to improve their capability to serve as multirole community, staging, and evacuation centers and enhance local telecommunications service.

6. Protect Biodiversity and Accelerate Nature-Based Climate Solutions Chapter



The biodiversity protection and nature-based climate solutions chapter includes a total of $1.2 billion for the protection of California's biodiversity and to protect nature and restore landscape health to achieve California's climate change goals (beginning with Public Resources Code Section 93000).

Projects funded under this chapter shall be consistent with the policies and guidelines established by the Wildlife Conservation Board, the Pathways to 30x30 Strategy, the Natural and Working Lands Climate Smart Strategy, California's 2022 Scoping Plan for Achieving Carbon Neutrality, and the California Climate Adaptation Strategy, if applicable.

Biodiversity Protection

- Total Amount: $870 million
- Funding Type: Grant funding (WCB)
- Webpage: WCB Grant Programs
- Purpose: To protect and enhance fish and wildlife resources and habitat and achieve the state's biodiversity goals, including activities such as land acquisition, habitat enhancement and restoration, rangeland, grazing land, and grassland protection, inland wetland conservation, ecosystem restoration on agricultural lands, climate adaptation and resiliency, Monarch butterfly and pollinator rescue, and desert and oak woodland conservation, including $180 million for WCB to improve connectivity and establish wildlife crossings and corridors; and $22 million for the restoration of Southern Ballona Creek Watershed.

Regional Conservancies

- Total Amount: $320 million
- Funding Type: Upon appropriation by the Legislature
- Purpose: To reduce the risks of climate change impacts upon communities, fish and wildlife, and natural resources, and increase public access. Funds will be allocated as follows:
    - $48 million – to the Baldwin Hills Conservancy
    - $29 million – to the California Tahoe Conservancy
    - $11 million – to the Coachella Valley Mountains Conservancy
    - $29 million – to the Sacramento-San Joaquin Delta Conservancy
    - $48 million – to the San Diego River Conservancy
    - $48 million – to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy

- $11 million – to the San Joaquin River Conservancy
- $48 million – to the Santa Monica Mountains Conservancy
- $48 million – to the Sierra Nevada Conservancy

Tribal Nature-Based Solutions

- Total Amount: $10 million
- Funding Type: Directed funding (CNRA)
- Webpage: CNRA's Tribal Nature-Based Solutions Program
- Purpose: To fund the Tribal Nature-Based Solutions Program.

7. Climate Smart, Sustainable, and Resilient Farms, Ranches, and Working Lands Chapter



The climate-smart agricultural chapter includes a total of $300 million for improving the climate resilience and sustainability of agricultural lands (beginning with Public Resources Code Section 93500).

Projects funded under this chapter shall be consistent with the policies and guidelines established by CDFA and the Natural and Working Lands Climate Smart Strategy, if applicable.

Climate Resilient Agricultural Lands

- Total Amount: $105 million
- Funding Type: Project and grant funding (CDFA)
- Webpage: CDFA's Office of Environmental Farming and Innovation
- Purpose: To improve the climate resilience of agricultural lands and ecosystem health, allocated to eligible projects, as follows:
  - $65 million – Grants to promote improvements in soil health or accelerate carbon removal or soil carbon sequestration.
  - $40 million – For the State Water Efficiency and Enhancement Program to promote on-farm water use efficiency with a focus on multiple-benefit projects that improve resilience to climate change and save water on California agricultural operations.

Invasive Species

- Total Amount: $20 million
- Funding Type: Upon appropriation by the Legislature
- Purpose: Funds shall be deposited in the Invasive Species Account for the purposes of funding invasive species projects and activities recommended by the Invasive Species Council of California. Preference shall be given to projects that restore and protect biodiversity and ecosystem health and consideration shall be given to geographic equity.

Farmland and Rangeland

- Total Amount: $15 million
- Funding Type: Project funding (DOC)
- Webpage: DOC's Grant Programs
- Purpose: For projects for the protection, restoration, conservation, and enhancement of farmland and rangeland, including, but not limited to, the acquisition of fee title or easements that improve climate resilience, open-space soil health, atmospheric carbon removal, soil carbon sequestration,

erosion control, watershed health, water quality, or water retention. Projects shall provide multiple benefits. DOC shall give preference to projects for small- and medium-sized farms.

Sustainable Agricultural Infrastructure

- Total Amount: $90 million
- Funding Type: Grant funding (CDFA)
- Webpage: CDFA's Grant Programs
- Purpose: For grants that benefit small and medium-sized farmers, socially disadvantaged farmers, beginning farmers, and veteran famers to increase sustainability of agricultural infrastructure and facilities that support food systems and increase market access, including:
  - $20 million – for infrastructure related to certified mobile farmers markets, such as mobile farmers markets vehicles, refrigeration, and other equipment.
  - $20 million – to develop year-round infrastructure for certified farmers' markets, fishermen's markets, or tribe-operated markets.
  - $20 million – for urban agriculture projects that create or expand city or suburban community farms and gardens.
  - $15 million – for grants for regional farm equipment sharing.
  - $15 million – to advance tribal food sovereignty to grow, produce, procure, and distribute foods that reflect Native American culture and traditions and support the development of tribal producers and vendors.

Land Access for Socially Disadvantaged Farmers or Tribes

- Total Amount: $30 million
- Funding Type: Directed funding/ low-interest loans (DOC)
- Webpage: DOC's Land Resource Protection Division
- Purpose: To improve land access and tenure for socially disadvantaged farmers or ranchers, tribal producers, and beginning farmers and ranchers.

Agricultural Vanpool Funding

- Total Amount: $15 million
- Funding Type: Upon appropriation by the Legislature
- Webpage: California Vanpool Authority Program
- Purpose: Funds for the California Vanpool Authority as grants for the deployment of vanpool vehicles, clean technologies, and charging and alternative fuel infrastructure, for use by low-income agricultural workers.

Farm Research

- Total Amount: $15 million
- Funding Type: Grant funding (DOE)
- Purpose: Grants to public postsecondary educational institutions that are designated as Agricultural Experiment Stations or Agricultural Research Institutes to develop research farms to improve climate resiliency. Grants shall not exceed $1 million per institution and shall be constructed and maintained with environmentally sustainable infrastructure practices.

Farmworker Housing Energy Efficiency Upgrades

- Total Amount: $10 million
- Funding Type: Directed funding (CDCSD)
- Webpage: Farmworker Housing Component of the Low-Income Weatherization Program
- Purpose: For low-income farmworker households for no-cost energy efficiency upgrades designed to reduce greenhouse gas emissions by saving energy. These energy efficiency upgrades shall include, but are not limited to, insulation, central heating and cooling system upgrades, lighting upgrades, and window replacement.

8. Park Creation and Outdoor Access Chapter



The park creation and outdoor access chapter includes a total of $700 million for the creation and protection of parks, outdoor access, and educational institutions and facilities (beginning with Public Resources Code Section 94000).

Projects funded under this chapter shall be consistent with the policies and guidelines established by the Natural Resources Agency, the Outdoors for All Strategy, and the Pathways to 30x30 Strategy, if applicable.

Safe Neighborhood Parks

- Total Amount: $200 million
- Funding Type: Competitive grants (DPR)
- Webpage: Park Development and Community Revitalization Program
- Purpose: For the creation, expansion, and renovation of safe neighborhood parks in park-poor neighborhoods, where not less than 10% shall be available for the rehabilitation or repurposing of existing park infrastructure and enhance user experiences or increase access, such as for individuals with disabilities. Priority shall be given to projects that provide multiple benefits, including, but not limited to, mitigating impacts of extreme heat, sea level rise, or flooding, enhancing stormwater capture, improving air quality, supporting local biodiversity, and other environmental benefits.

Outdoor and Recreational Access

- Total Amount: $200 million
- Funding Type: Directed project funding (CNRA and its departments, boards, and conservancies)
- Purpose: For the reduction of climate impacts on DACs and vulnerable populations and the creation, protection, and expansion of outdoor recreation opportunities. Eligible projects include, but are not limited to, any of the following:
  - Improvements to city parks, county parks, regional parks, and open-space lands to preserve infrastructure, including natural infrastructure, to promote resilience and adaptation or the promotion and enhancement of natural resources and water conservation and efficiencies on local and regional public park lands and open-space lands.
  - Funding for park-poor communities experiencing a significant loss of parks or open and recreation space resulting from climate-related infrastructure projects.

- Multiple-benefit projects that reduce risks of exposure to toxic or hazardous materials that may increase as a result of wildfires, flooding, sea level rise, or reduced water flows to polluted bodies of water.
- Improved public park access, including for individuals with disabilities.
- Protection, restoration, and enhancement of the natural resource values of the state park system and projects to expand public access for disadvantaged communities, including, but not limited to, the expansion of lower cost coastal accommodation project development.
- Coastal public access infrastructure for disadvantaged communities, including, but not limited to, trails, parking areas, restrooms, bicycle lanes, and transportation improvements.
- Projects for the creation and improvement of local parks to correct historic underinvestment in communities identified by the department as park deficient for active recreational infrastructure, including aquatic centers, to encourage youth health, fitness, and recreational pursuits.

State Parks and Trail Enhancement and Expansion

- Total Amount: $100 million
- Funding Type: Directed project funding (CNRA and its departments, boards, and conservancies)
- Purpose: For the protection, restoration, and enhancement of the natural resource values of the state park system and for projects to expand recreational opportunities and public access to state and public park nonmotorized trails. Projects may include enhancing and expanding existing trails and creating new trails.

State Park Maintenance

- Total Amount: $175 million
- Funding Type: Upon appropriation by the Legislature (To DPR)
- Purpose: For projects to address the DPR's backlog of deferred maintenance.

Zoos and Aquariums

- Total Amount: $25 million
- Funding Type: Grant funding (CNRA)
- Purpose: For nature and climate education and research facilities, nonprofit organizations and public institutions, natural history museums, California zoos and aquariums accredited by the Association of Zoos and Aquariums, and geologic heritage sites that serve diverse populations. Grants may be used for buildings, equipment, structures, and exhibit galleries that present collections to promote climate, biodiversity, and cultural literacy; and projects may support species recovery and biodiversity protection in order to advance the state's 30x30 conservation goal. Please also see additional funding in Chapter 2.

9. Clean Air Chapter



The clean air chapter includes a total of $850 million for clean energy projects (beginning with Public Resources Code Section 94500).

Clean Energy Transmission

- Total Amount: $325 million
- Funding Type: Upon appropriation by the Legislature
- Purpose: Funds shall be appropriated to the California Infrastructure and Economic Development Bank, the CEC, or any other entity chosen by the Legislature for the public financing of clean energy transmission projects that are necessary to meet the state's clean energy goals to reduce or offset ratepayer costs associated with the public benefits of transmission projects. Preference may be given to projects that provide multiple benefits, including, but not limited to, reducing the risk of wildfire, reducing reliance on fossil fuel plants in DACs, and reducing rate pressure, including reconductoring and other grid-enhancing technologies.

Long-Duration Energy Storage

- Total Amount: $50 million
- Funding Type: Grant or loans (CEC)
- Webpage: CEC's Long-Duration Energy Storage Program
- Purpose: To support the Long-Duration Energy Storage Program for projects, including, but not limited to, zero-emissions distributed energy backup assets, virtual power plants, and demand-side grid support.

Off-Shore Wind Generation

- Total Amount: $475 million
- Funding Type: Project funding (CEC)
- Purpose: To support the development of offshore wind generation, including:
  - Construction of publicly owned port facilities for manufacturing, assembly, staging, and integration of entitlements and components for offshore wind generation.
  - Expansion and improvement of public port infrastructure to accommodate vessels involved in the installation, maintenance, and operation of offshore wind generation.
  - Upgrades to port facilities.
  - Projects shall be prioritized that can show matching funds or are located at staging and integration ports that have released a notice of preparation pursuant to the California Environmental Quality Act process on or before February 29, 2024.

City Council Meeting **J. 2.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: ARPA update and request for reprogramming of ARPA funds to be obligated by December 31, 2024 (City Manager Duggan)

MOTION:

If the City Council determines that the staff's recommendation is appropriate, the following motion is provided:

1. I move to approve the reallocation of $1,200,000 from the approved Pandemic Response ARPA category to the approved Resident Grocery Gift Card Program to fund an additional 1,000 eligible households with a $100 per month grocery gift card for a period of 12 months.

RECOMMENDATION:

Staff recommends that the City Council approve the reallocation of $1,200,000 from the approved Pandemic Response, Public Health Response category to the approved Resident Grocery Gift Card Program to fund an additional 1,000 eligible households with a $100 per month grocery gift card for a period of 12 months.

DISCUSSION:

On March 11, 2021, The American Rescue Plan Act (ARPA) was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The program provided support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and to contain impacts on communities, residents, and businesses. Redlands received a total allocation of $11,508,106 of the $350 Billion SLFRF funding through ARPA. ARPA funds must be obligated by December 31, 2024, and fully expended by December 31, 2026.

Staff recently re-evaluated the ARPA programs approved by the City Council in 2022 utilizing the recent quarterly ARPA SLFRF report. The current status of the programs are as follows:

ASSISTANCE TO HOUSEHOLDS

- Resident Grocery Gift Card Program ($100 per month grocery gift card for eligible households for a 12-month period)
  - $2,024,400 allocated for the first round; offering assistance to 1,687 households have completed the 12-month program
  - $1,680,000 allocated for the second round; offering assistance to 1,400 households who are currently enrolled as of this date
  - The program will be fully obligated by December 2024 and fully expended by December 2026.
- Utility Bill Assistance Program ($20 bi-monthly benefit to eligible households)
  - $450,000 allocated for a 3-year program serving up to 1,000 eligible households per year.
  - Additional $32,160 was allocated from remaining Premium pay funds to purchase software to support program.
  - 210 households enrolled, with new applicants enrolling each cycle. Program will be fully obligated by December 2024 and fully expended by December 2026.

SERVICES FOR UNHOUSED

- Steps for Life Shelter Bed Program (3 shelter beds reserved each month for the City's use)
  - $126,750 allocated for 51 months
  - Program will be fully obligated by December 2024 and fully expended by June 2026.
- Homeless Solutions Coordinator Position (To aid in the creation of additional housing programs or services to support long-term housing security and help residents with accessing housing and social service resources.)
  - $323,250 allocated.
  - Position is fully funded through December 2025.
- Homeless Outreach Program (One year program to conduct homeless outreach)
  - $200,000 allocated from the remaining funds in the Premium Pay Program.
  - Program completed as of November 15, 2023.

BUSINESS ECONOMIC RECOVERY

- Small Business Gift Card Match Program (Bonus Bucks Program offers a 1:1 Bonus E-gift Card match to patrons with a minimum $25 purchase to be used at participating City businesses. Up to $125 may be purchased, resulting in $250 of spending.)
    - $548,126 allocated after reprogramming.
    - $1,857,000 was reprogrammed to fund Round 2 of the Food Assistance program.
    - $155,126 remaining for continuation of the program through December 2024.

WASTEWATER RATE REDUCTION

- $1,000,000 allocated toward Wastewater Treatment Plant Upgrades.
- Rate payers received a rate reduction in the wastewater rates effective July 1, 2022.
- Funding is anticipated to be fully expended by December 2024.

PREMIUM PAY

- Premium Program Completed (One-time benefit up to $6,500 per eligible employee)
    - $3,100,500 allocated.
    - $2,757,213.35 expended, resulting in 479 employees receiving the benefit.
    - Remaining funds were reallocated to the Homeless Outreach Program in July 2022 ($200,000), the Utility Bill Assistance Program in August 2022 ($32,160), and the mobile crash barrier project in October 2022 ($111,126.65).

PANDEMIC RESPONSE

- Limited Term Staffing to support administration of ARPA programs
    - $464,000 allocated for Round 1 & Round 2 of the ARPA programs
    - Funding is anticipated to be fully expended by December 2026.

- Public Health Response (Ongoing expenses to provide public health mitigation efforts for residents and staff, including administrative expenses, purchase of public health supplies, personal protective equipment, etc. through 2026)
    - $1,800,906 allocated
    - $1,275,000 remains for ongoing expenses through 2026.

- Mobile Crash Barrier Project
    - $111,126.65 reallocated from Premium Pay funds, fully expended.

ASSISTANCE TO NONPROFITS

- $200,000 allocated for $5,000 grants to eligible nonprofits,
    - $145,000 expended, $55,000 reprogrammed to fund Round 2 of the Grocery Gift Card program.

Since the City's ongoing expenses have been reduced in responding to the pandemic, there is approximately $1,200,000 available for reallocation from the Pandemic Response category. Staff recommends increasing the number of eligible applicants for the second round of the Grocery Gift Card Program due to its success and continued interest. If the City Council approves this recommendation, staff will begin outreach immediately to reach eligible households, focusing on senior resident households to increase numbers, bringing the new total of eligible households served to 2,400.

Additionally, if the City Council approves this recommendation, a third amendment to the agreement with Redlands Ranch Market will be brought forward to the Council for consideration to increase the total compensation of the agreement to $4,904,400. This amendment would reflect the expanded scope of services necessary to support the increased number of program participants.

The reallocation of funds and the expansion of the Grocery Gift Card Program will help address ongoing community needs and ensure that ARPA funds are utilized effectively to benefit as many residents as possible within the required obligation timeframe of December 31, 2024, with full expenditure by December 31, 2026.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

RECOMMENDED BY:
Charles M. Duggan, Jr., City Manager

PREPARED BY:
Selina Sanchez, Grants Coordinator

City Council Meeting **K. 1.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Memorandum of Understanding Regarding Planning and Funding of the Santa Ana Wash Wildland Trails between the City of Highland, City of Redlands and the San Bernardino Valley Water Conservation District (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move that the City Council approve and authorize the Mayor to execute the MOU Regarding Planning and Funding of the Santa Ana Wash Wildland Trails.

RECOMMENDATION:

Staff recommends the City Council approve and authorize the Mayor to execute the MOU Regarding Planning and Funding of the Santa Ana Wash Wildland Trails between the City of Highland, the City of Redlands and the San Bernardino Valley Water Conservation District.

DISCUSSION:

The Wash Plan Habitat Conservation Plan (Wash Plan HCP) is a regional land use concept that permits and relocates a series of sand and gravel mining lease areas to locations adjacent to existing mining, and creates a habitat preserve per the requirement of these permits for a number of regional land use projects, called "Covered Activities." The Wash Plan HCP has received federal approval and is in the process of obtaining permits from the California Department of Fish and Wildlife. The San Bernardino Valley Water Conservation District (Conservation District) is implementing the Wash Plan HCP to allow the development, expansion, and maintenance of facilities for both municipal and

commercial entities within the Wash Plan HCP area, including those of the City, while providing protected habitat for multiple Federal and State protected species that are found within the Wash Plan HCP area.

The Trails MOU focuses on wildland trails that fall on Conservation District property, is proposed with a twenty (20) year term, and defines the respective parties' roles in permitting and allowing public access to the wildland trails over time. It designates the Conservation District as the lead agency for any environmental review or permitting that may be required apart from that already completed for the Wash Plan HCP, as well as the lead implementing and operating agency for the wildland trails.

In November 2016, the Conservation District approved the Wash Plan Trails Master Plan (Trails Plan), which describes a network of expanded trails and recreational opportunities, including approximately twenty-three (23) miles of trails joining the existing trail networks in Highland and Redlands. The 4,500-acre Santa Ana River Wash provides a large, unique open space area supporting both natural habitat and recreational opportunities for residents of the area. One of the activities of the Wash Plan HCP is the development of a trail system for pedestrians and cyclists within the Wash Plan Preserve, located north of the Santa Ana River, on land primarily owned by the Conservation District in the cities of Highland and Redlands. (Exhibits A & B of MOU)

The Conservation District's implementation of the Wash Plan HCP is now proceeding to a point where trail development can begin. The City of Highland has already adopted this MOU and the Conservation District has informed Robertson’s Ready Mix, and Cemex Materials Pacific, LLC (jointly referred to as the "Miners") of the pending MOU adoption by the city. The MOU specifies funding contributions, including a one-third share contribution from the Conservation District and each Miner will contribute a one-third share from fees collected by the city or, unless otherwise mutually agreed upon, the Conservation District will directly invoice the Miners.

The MOU also creates a three-member Trails Oversight Committee consisting of one representative from each of the parties to guide maintenance and operations issues and to assist with coordination of potential future integration of trails with other regional public recreational facilities in the future.

ALTERNATIVES:

City Council may elect not to approve the action and provide alternative direction to staff.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Tricia Munoz, Development Services/Management Analyst

Fiscal Impact

Discussion:

There is no impact on the General Fund for the construction or operations of trails within the Upper Santa Ana River Wash Plan. The subject MOU specifies funding contributions from the San Bernardino Valley Water Conservation District and from the mining operators through their respective Conditional Use Permits (CUP) for areas permitted for mining under the CUP 948 - Silt Pond Quarry: RRM, Condition No. E.32 (MMP REC-01, REC-02 and REC-3); CUP 949 - East Quarry South: RRM, Condition No. E.32 (MMP REC-01, REC-02, and REC-3); CUP 950 - East Quarry North: Cemex, Condition No. E.32 (MMP REC-01, REC-02, and REC-3); CUP 951 - West Quarry: Cemex, Condition No. E.32 (MMP REC-01, REC-02, and REC-3); CUP 952 - Alabama Street Quarry: Cemex, Condition No. E.32 (MMP REC-01, REC-02, and REC-3); and CUP 964 - Plunge Creek Quarry: RRM, Condition No. E.32 (MMP REC-01, REC-02 and REC-3). The trails infrastructure improvement costs are estimated to be $200,000, and the annual operating and maintenance costs are estimated to be $84,000.

Attachments

Santa Ana Wash Wildland Trails MOU

ATTACHMENT 1

Memorandum of Understanding referencing Planning and Funding of Santa Ana Wash Wildland Trails by and between the City of Highland, the City of Redlands, and the San Bernardino Valley Water Conservation District

Memorandum of Understanding Regarding Planning and Funding of Santa Ana Wash Wildland Trails

by and between the City of Highland, the City of Redlands, and the San Bernardino Valley Water Conservation District

RECITALS

This "MEMORANDUM OF UNDERSTANDING REGARDING PLANNING AND FUNDING OF THE SANTA ANA WASH WILDLANDS TRAILS" ("MOU") is entered into this 15th day of October 2024, by and between the CITY OF HIGHLAND, ("Highland"), the CITY OF REDLANDS, ("Redlands"), and the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT, ("District"). Highland and Redlands are sometimes referred to collectively hereunder as "Cities" and Highland, Redlands and District are referred to collectively as "the Parties.". This MOU is entered into in consideration of the following:

RECITALS:

WHEREAS, Cities are both municipal corporations, and general law cities in the State of California. As such, Cities have the statutory authority to set aside, improve, operate, and maintain property for public recreational purposes, including trails. This authority draws from, *inter alia,* Government code section 66477, and common law municipal powers.

WHEREAS, District is a California Water Conservation District duly formed and existing under Water Code sections 74000 et seq. District has as its primary purpose the capture, spread, and recharge of water, both native and imported, over groundwater recharge facilities it owns, operates, and leases, and the stewardship of lands for compatible water supply and quality, mineral production, and the preservation of sensitive habitats.

WHEREAS, District owns substantial holdings of land within the Santa Ana River Wash. The 4,500-acre Santa Ana River Wash provides a large, unique open space area supporting both natural habitat and recreational opportunities to residents of the rapidly urbanizing East Valley. The District has initiated, and is now implementing, the Upper Santa Ana River Wash Habitat Conservation Plan ("Wash Plan") to allow development, expansion, and maintenance of facilities for both municipal and commercial entities within the Wash, including those of the District and Cities, while providing protected habitat for multiple Federal and State protected species that are found within the Wash. District has obtained an Incidental Take Permit for the Wash Plan, which includes as one of the covered activities the establishment of trails.

WHEREAS, The Trust for Public Lands ("TFPL") recommends that parks, trails, and other outdoor recreational amenities be sited to maximize the number of community members living ten minutes or less away, by foot. With currently available trails, TFPL shows that 26% of Highland residents are within a ten-minute walk while 51% of Redlands residents are within a 10-minute walk.

WHEREAS, the Parties, in collaboration with each other, formulated the Wash Plan Trails Master Plan (November 2016) (which was approved by the City of Highland Community Trails Committee) ("Trails Plan") to combine the Cities' legal authority to establish trails, with the District's land and conservation area management authority and existing permits, in order to expand public recreational trails as part of the long-term land uses for the Santa Ana River Wash. The Trails Plan is incorporated into, and was reviewed with the same EIR/EIS, as the Wash Plan. The Trails Plan describes a paved and unpaved trail system for pedestrians, street cyclists, mountain bikers and equestrian users within and adjacent to the Wash Plan Preserve located north of the Santa Ana River, within the jurisdictional boundaries of the Cities.

WHEREAS, implementation of the Trails Master Plan would substantially expand and improve the scope and range of recreational opportunities available in the Wash Plan area, and extend to all residents of the region the economic, educational, health, heritage, transportation, community involvement, and quality of life benefits that such trail systems can provide. Specifically, the Trails Master Plan proposes an interconnected system of 23.1 miles of trails, including Class 1, 1- B, 2 and 4 segments, to the existing trail networks in Highlands and Redlands. A map of such proposed trails from the Trails Plan is attached as Exhibit "A." These trails would provide legal access for pedestrians, street cyclists, mountain bikers and equestrian users within and adjacent to the Wash Plan Preserve. Approximately 2.5 miles of trails are already built and legally accessible via public rights of way (e.g. bike lanes on paved roadways), 7 miles of trails would be opened along existing, unpaved access roads, and an additional 13 miles of paved trails would be developed by Highland, Redlands, San Bernardino County Transportation Authority, or other entities within existing or future public rights of way.

WHEREAS, some funding for the realization of the Trails Plan is already in place, and some is the subject of existing funding commitments, that have come from issuance of conditional use permits for mining activities under the Wash Plan, or from conditions of approval from other discretionary permits previously issued by the Cities, or others. However, such funding is not currently expected to be sufficient to cover all expected right of way, construction, and maintenance and operation costs of the trails network, as envisioned in the Trails Plan.

WHEREAS, the Parties therefore now wish to collaborate on the final design, implementation, funding, and operation and maintenance of that portion of the trails system proposed in the Trails Plan located upon property owned by the District, or owned by the BLM but over which the District has rights including trail establishment and maintenance. These trails include Borrow Pit South, Cone Camp Road, Old Rail Line, Pole Line, and Weaver, as identified in the Trails Plan ("MOU Trails"). Such MOU Trails consist of 7.3 miles of trails, and are depicted on Exhibit "B." The Parties therefore enter this MOU to define their respective roles and responsibilities, and assure the cooperative development of a regional recreational resource for trails activity in the Santa Ana River Wash area.

NOW, THEREFORE, in consideration of all the foregoing, it is agreed among the Parties as follows:

1. Recitals.

The recitals set forth above are true and correct and incorporated herein.

2. Term.

This MOU shall have a term of twenty (20) years from the date on which the last party executes this MOU, unless earlier terminated as set forth herein. This MOU may be extended by the Parties for up to two (2) subsequent five (5) year periods, pursuant to written amendment signed by all parties. Any party may terminate its participation in this MOU by providing the other Parties with one hundred eighty (180) days' written notice, provided, however, that termination of this MOU shall not terminate any trail funding or operating agreements the Parties, or any of them, may have entered into as of the date this MOU itself is terminated, and any such agreements shall be governed by their own termination provisions, if any. To clarify, a party's termination of the MOU shall terminate that party's funding agreement set forth in this MOU, but shall not automatically terminate any separately executed trail funding or operating agreements that the party entered into.

3. Trails Master Plan Implementation.

3.1 Role of the Parties in Trails Plan Implementation, and Trails Establishment. The Parties intend to proceed immediately with implementation of the MOU Trails portion of the Trails Plan. This will require the establishment of trails by the respective Cities within their own jurisdictional boundaries, in part on property that will be made available for such purposes by the District. Cities shall be solely responsible for planning, permitting, construction, and implementation of the trail segments located on existing public right of way, with the exception of permits associated with Wash Plan Covered Activities, which are being pursued by the District on behalf of the Wash Plan Task Force. For MOU Trails, District will (1) contribute land and appropriate public access rights, (2) provide the permitting from any third-party agency not a party to this Agreement required for the establishment and operation of MOU Trails, (3) assist with funding for the establishment of MOU Trails, and (4) assist in MOU Trails operations and maintenance oversight. District will develop, update, and make available to Cities a GIS-based trail mapping system, with appropriate parcel information, so Cities can integrate such MOU Trails mapping with their own property and parcel map information, and so Cities can assess any third-party rights of way, or additional permitting, that may be needed for trails or MOU Trails implementation.

3.2 Funding. Two thirds of the implementation costs for the MOU Trails will be provided by the Cities, and one third will come from the District. The Parties will, as needed, provide additional design of the trails and any appurtenances or attendant improvements, and shall update cost estimates as may be appropriate for the costs listed in the Trails Plan for the contemplated trails

facilities, from which the Parties will establish a budget and work plan for the MOU Trails implementation. Unless the Cities obtain grant funds or endowments to fund the MOU Trails, the Cities' contribution will be solely funded from those payments and deposits the Cities required be paid by holders of conditional use permits for mining activities, which funds were made a condition of approval for the purpose of development, implementation, and maintenance of trails or other public recreational activities. For the City of Highland, this was done by way of Conditional Use Permit CUP-007-004 (Robertson's Ready Mix) and CUP-007-005 (Cemex). The Cities shall provide an accounting of all such funds, and the District will identify funding it has available to contribute to establishment of MOU Trails and appropriate MOU Trails appurtenances and improvements. The Parties may consider potential pooling of such funds into a single account for ease of coordination and administration of the MOU Trails.

3.3 CEOA and Other Environmental Review. The Parties understand and expect that the MOU Trails contemplated by the Trails Plan have been environmentally reviewed and approved in connection with the Incidental Take Permit obtained by the Wash Plan, and apart from certification that no additional environmental review is required under 14 CCR section 15162, and do not anticipate that additional environmental review will be necessary for MOU Trails implementation. To the extent that additional review or permitting may become necessary, however, the District shall undertake lead agency responsibilities for any such additional CEQA or other environmental review for MOU Trails, unless one of the Cities requests to do so, based upon the location of the MOU Trail within their respective jurisdictions. To the extent such additional environmental processing is undertaken by the District, the Cities shall each reimburse the District for one third of such costs, either through direct invoicing, or as Issuance Costs under the Wash Plan MOU in connection with the development of the MOU Trails as a Covered Activity under the Wash Plan, provided that Highland's MOU Trials costs shall not exceed the funds it collects from Cemex and Robertson's Ready Mix pursuant to the conditional use permits referenced above. For any required future permits, the Parties presently contemplate that District will be the lead agency in connection with preparing, presenting, and procuring of such permits to completion, but agree that they will prospectively determine, on a case-by-case basis, which party is most appropriate for any given specific MOU Trails implementing project, based on its scope, timing, and staffing and budgetary matters. To the extent either of the Cities is the permitting authority for such permits, the applicable municipality shall be the applicant, and shall not charge District application, hearing, or process fees in connection with pursuit or issuance of the permit.

4. Individual Trails Project Approval Procedures.

Prior to construction of any of the MOU Trails included in the Trails Plan, to the extent any such construction is required, and to the extent not already approved by the Cities' approval of the Trails Plan, all MOU Trail and appurtenant facilities must be approved by Redlands or Highland, depending upon whose jurisdictional boundaries the proposed project lies within. For projects that lie within both, the approval of both Cites shall be required. Such approvals shall be presented to the City Council of each of the respective Cities for consideration as a City-initiated application, and District shall not be responsible for payment of any application fees, hearing costs, or other costs ordinarily incidental to whatever form such approval usually takes under the procedures of the applicable municipality.

5. Trail Operation and Maintenance Responsibilities.

For those Trails Plan trails located within existing streets or other dedicated public rights of way (e.g., the Alabama Street Trail, Greenspot Road Trail, and Boulder Avenue/Orange Street Trail) the municipality having jurisdiction over the portion of the public right of way in which the trail is situated shall assume all costs and responsibility for trail operation, monitoring, oversight, signage, and maintenance. Such activity will be performed by the municipality in conjunction with its other street or public right of way responsibilities, with such eligible funding as the Cities may have to devote to such purposes, including potentially grants or endowment funds. For the MOU Trails, the Cities hereby contract with District as their agent for trail operation, monitoring, oversight, signage, and maintenance, and District shall assume responsibility therefor. The District shall pay for one third of the annual cost of MOU Trail maintenance activities, provided that the remaining two thirds is paid to the District by Robertson's Ready Mix and CEMEX under the terms of their existing Conditional Use Permits for mining, or paid by the Cities from deposits previously made by such parties. The District shall prepare an annual budget in accordance with the Wash Plan Wildland Trails Masterplan for review by all Parties, and such budget shall be invoiced by the District to the Mining entities unless any party objects or requests modification. Such changes may be moderated by the Oversight Committee (as defined in Section 6). The District will be responsible for patrol and monitoring of all MOU Trails located on District-owned or operated lands, and will establish a procedure to coordinate enforcement activity on trails with the public safety or police/fire services of the Cities, to ensure safety, and to enforce applicable laws and ordinances on District-owned and operated lands.

6. Trails Oversight Committee.

Each of the Parties shall appoint one staff member representative to a Trails Oversight Committee. The Trails Oversight Committee shall coordinate, promulgate rules and regulations for trails usage, and shall review the proposed annual budget for trails maintenance and operation if an objection is raised. It shall also address operational issues or coordination among the Parties. The Oversight Committee will coordinate on efforts needed to establish new trail facilities, make recommendations for public outreach or educational opportunities in connection with trails, promote trail use and safety, seek additional grant or other funding for trail maintenance and operation, consistent with the Trails Plan. The Trails Oversight Committee shall meet at least

annually, and the notices for such meetings, calendaring, preparation of agenda topics, and meeting venue shall be provided by the District. The Trails Oversight Committee shall have decision-making authority for trails maintenance and operational issues, and may make recommendations to the legislative bodies of any or all parties, and shall serve as a discussion forum among the Parties for trails establishment, management and use. Notwithstanding the foregoing, the final decision-making authority as to how each party funds its share of costs, shall rest with the governing body of that party. The Trails Oversight Committee shall not commit any party to expend any additional funds than what is set forth in this MOU.

7. Expansion of Trails Amenities.

The Parties intend that the Trails Plan serve as a foundational network for recreational trails in the Wash Plan area. The Parties shall jointly, and over time, pursue a strategy for exploring expansion of trail amenities supporting the Trails Plan trail network to include trailhead, parking and other amenities, provided that no such amenity shall harm or threaten the Wash Plan Preserve, or the Wash Plan Conservation Strategy, under the Wash Plan HCP and its implementing permits and agreements. The Parties, through the Trails Oversight Committee will explore partnership opportunities for trails with other public and private agencies, assess the supporting facilities necessary or convenient to support the active and safe use of all regional trails, and generate cost estimates and feasibility analyses for project to expand the scope, geographic extent, and level of use of trails. The Committee shall also assess the funding sources available for, or able to be committed to, implementation of such new trails or other facilities, and formulate plans for pursuing such grant or other funding that may be available for such uses.

8. Indemnification.

Each party shall, at is sole cost and expense, defend, hold harmless, and indemnify the others and their elected officials, officers, agents, employees, volunteers, successors, assigns and those agents serving as independent contractors in the role of public officials (collectively "Indemnitees"), from and against any and all claims, demands, damages, costs, expenses, or liability, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all foreseeable consequential damages (collectively "Liabilities) in law or equity, whether actual, alleged or threatened, which are determined to arise out of, pertain to, or relate to the acts or omissions of indemnifying party, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that indemnifying party shall bear the legal liability thereof) in the performance of this Agreement. Indemnifying party shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel approved by the Indemnitee, and shall pay, proportionate to the indemnifying party's liability, all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The indemnifying party shall reimburse the Indemnitees for such proportionate share of any and all legal expenses and costs incurred by Indemnitees in connection therewith.

9. No Implied Covenants.

The Parties acknowledge and agree that except as specifically agreed in this MOU, no implied covenants attach to this MOU. Nothing set forth herein shall be deemed to bind any party's legislative body to approve any specific trail facility or implementing agreement. Each party retains the sole discretion to authorize the use of its own funding or other resources in connection with the planning, construction, and maintenance and operation of public recreational trails.

10. Assignment.

This MOU may not be assigned by any party without the written consent of the other Parties.

11. Jurisdiction.

This MOU shall be governed by the laws of the State of California. If a court of competent jurisdiction declares any portion of this MOU invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, to the extent possible consistent with the finding of invalidity. Any dispute or action to enforce any obligation under this MOU shall be filed and resolved in a Superior Court in San Bernardino County, California. In the event of litigation arising from this MOU, each party to the MOU shall bear its own costs, including attorneys' fees.

12. Signatures.

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

13. Amendments; Entire Agreement.

Any amendment to this MOU shall be set forth in a writing signed by all Parties. This MOU contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all other prior negotiations, understandings or contracts.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized officers or representatives as of the day and year first written above.

[SIGNATURES ON NEXT PAGE]

CITY OF HIGHLAND ("HIGHLAND")

By:_____

Mayor

APPROVED AS TO LEGAL FORM:

By:_____

City Attorney

CITY OF REDLANDS ("REDLANDS")

By:_____

Mayor

APPROVED AS TO LEGAL FORM:

By:_____

City Attorney

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT ("DISTRICT")

By:_____

President, Board of Directors

APPROVED AS TO LEGAL FORM:

By:_____

General Counsel

Exhibit A: Planned Trails & Existing Local Trails and Connections

Coordinate System:
NAD 1983 StatePlane California V FIPS 0405 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Source: SBVWCD. CASIL, SBVMWD
GIS Contact: Katelyn Scholle
M:\Trails\Trails MOU Figures
November 30, 2021

San Bernardino Valley Water Conservation District
Helping Nature Store Our Water

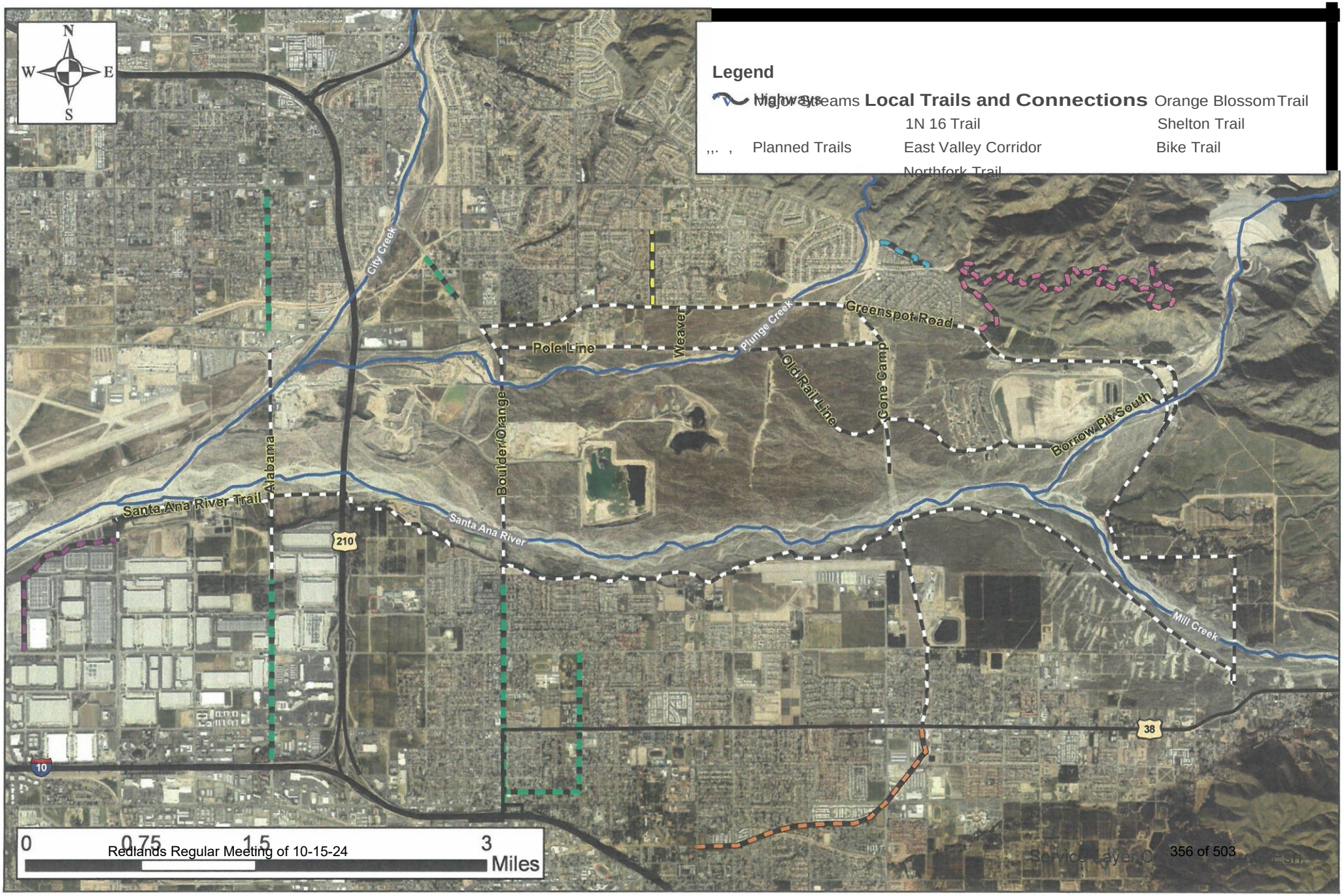
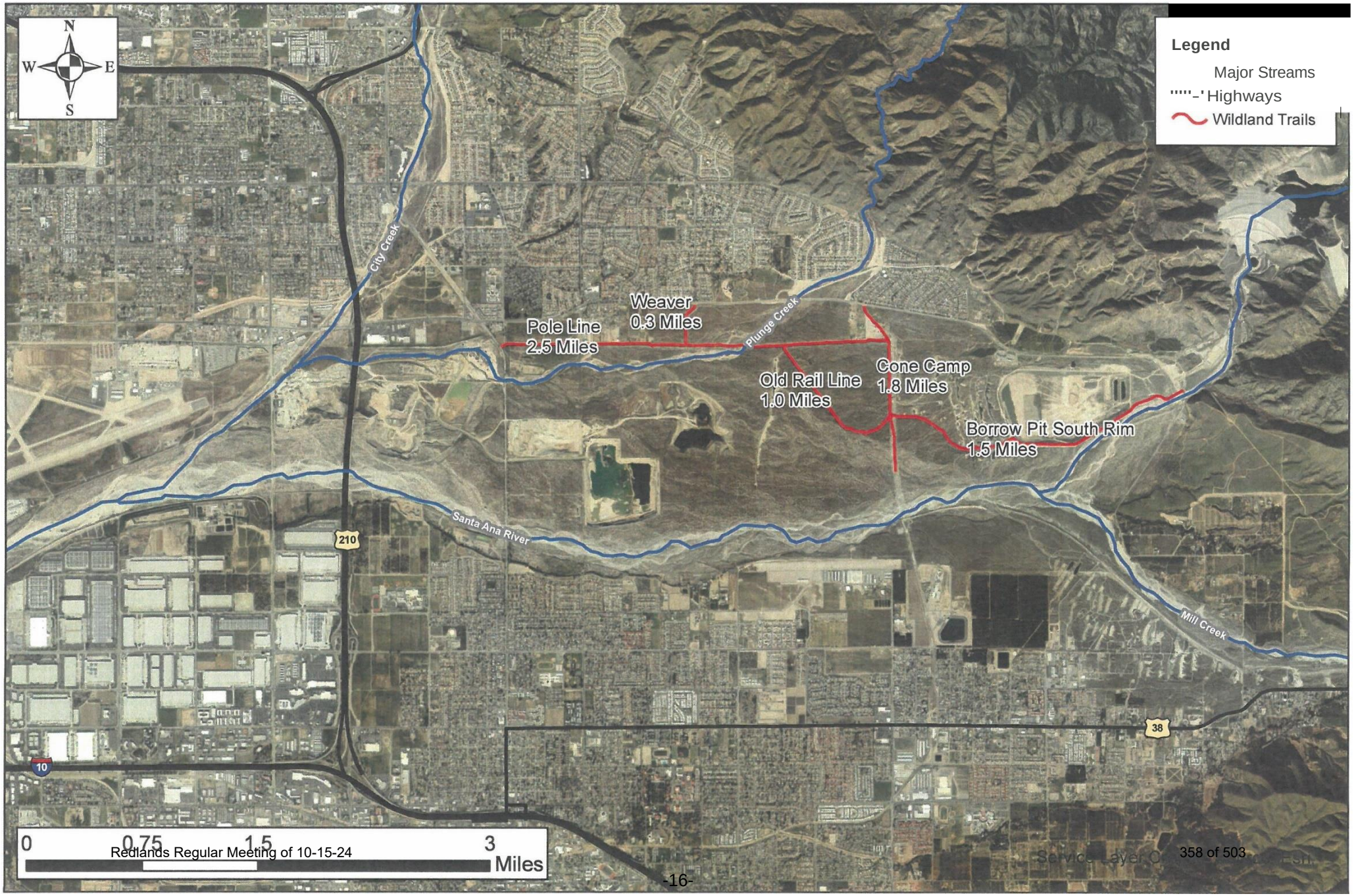


Exhibit B: Planned Wildland Trails

Coordinate System:
NAO 1983 StatePlane California V FIPS 0405 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Source: SBVWCD. CASIL, SBVMWD
GIS Contact: Katelyn Scholle
M:ITrails\Trails MOU Figures
November 30, 2021

San Bernardino Valley
Water Conservation District
Helping Nature Store Our Water



City Council Meeting **K. 2.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an agreement with American Landscape and Maintenance, Inc. for turf mowing contractual services within City parks and medians for a term of three years in the amount not-to-exceed $566,624 and determine that approval of the agreement is exempt from environmental review pursuant to Section 15301(h) of the State's Guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

1. I move that the City Council determine approval of an agreement for turf mowing contractual services within City parks and medians is exempt from environmental review pursuant to Section 15301(h) of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move to approve an agreement with American Landscape and Maintenance, Inc.

RECOMMENDATION:

Staff recommends that City Council approve an agreement with American Landscape and Maintenance, Inc. for turf mowing contractual services within City parks and medians for a term of three years in the amount not-to-exceed $566,624. Staff further recommends that the City Council determine approval of an agreement to provide turf mowing contractual services within City parks and medians is exempt from environmental review pursuant to Section 15301(h) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Facilities and Community Services Department oversees the daily maintenance of City parks and medians which includes mowing, edging, and various other maintenance services. Parks division staff perform routine maintenance and oversight of these areas in addition to utilizing outside contractual services on an as-needed basis. These additional outside services help ensure consistent maintenance and allow staff to focus on more specialized tasks within the City's park and medians.

Staff issued a Request for Proposals (RFP) in accordance with the City's procurement guidelines to provide daily maintenance of City parks and medians for the Facilities and Community Services Department. Thirty-four vendors were solicited, and seven proposals were received on May 21, 2024. A list of the proposed firms is as follows:

Firm Name	Responsive Proposer	Responsible Proposer	Annual Cost Proposal
American Landscape & Maintenance, Inc	X	X	X
CM Landscape	X	X	X
Integrity Arborist & Ecoscape, Inc	X	X	X
Leafwise Landscape, LLC	X	X	X
Mariposa Landscapes, Inc	X	X	X
RP Landscape & Irrigation	X	X	X
US Landscapes, Inc	-	-	-

A selection committee reviewed and ranked each organization based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required in accordance with the City's procurement policies. US Landscapes, Inc. was deemed unresponsive as there was no fee proposal included. American Landscape and Maintenance, Inc. was selected as the most highly qualified firm, based on the response to the scope of work provided in the RFP.

Approval of this agreement is categorically exempt from environmental review in accordance with Section 15301(h) as the landscape maintenance will be performed on existing public facilities.

ALTERNATIVES:

City Council may reject all bids and direct staff accordingly.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Proccurement Manager

PREPARED BY:
Jocelynn Butters, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2024-25
Amount:	$566,654
Budgeted Y/N:	Yes
Account No.:	101303.6710

Discussion:

Sufficient funding for this service is included in the Park Division's (101303) budget for Fiscal Year 2024-25 as approved by City Council. Costs associated with any future renewal terms of the agreement will be included in subsequent budget requests prepared by the Department.

Attachments

Agreement

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of landscape maintenance services at City parks, medians, and Landscape Maintenance Districts ("Agreement") is made and entered in this 15th day of October, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and American Landscape and Maintenance, Inc., a California corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform landscape maintenance services at City parks, medians, and Landscape Maintenance Districts services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Tabitha Crocker, Facilities and Community Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be from the Effective Date of this Agreement through June 30, 2025 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of One Hundred Sixty-Six Thousand Six Hundred Fifty-Four Dollars ($166,654) for the Services provided during the Initial Term. The compensation for Contractor's performance for the Services shall not exceed the amount of One Hundred Ninety Nine Thousand Nine Hundred Eighty-Five Dollars ($199,985) for the first Extended Term; and One Hundred Ninety Nine Thousand Nine Hundred Eighty Five Dollars ($199,985) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Five Hundred Sixty-Six Thousand Six Hundred Twenty Four Dollars ($566,624). For the Initial Term and each Extended Terms, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates

specified in Exhibit "B," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk	Daniel Stauffer, CEO
City of Redlands	American Landscape and Maintenance, Inc.
35 Cajon Street	PO Box 10428
P.O. Box 3005 (mailing)	San Bernardino, CA 92423
Redlands, CA 92373	dan.stauffer@almcontractor.com
jdonaldson@cityofredlands.org	909-307-1674
(909) 798-7531	909-793-1492

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a

position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor

pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS	AMERICAN LANDSCAPE AND MAINTENANCE, INC.
By: _____	By: _____
Eddie Tejeda, Mayor	Daniel Stauffer, CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

1. GROUNDCOVER CARE

A. Turf grass Mowing:

- The Contractor shall mow all turf grass with adequately sharpened rotary type mowers as to provide a smooth and even cut without tearing of turf grass blades.
- The blade adjustment shall provide a uniform, level cut without ridges, depressions or scalping. All cool season turf grasses shall be cut with a power-driven rotary mower at a 2.5" height, and from November to February at a 2.5" – 3" height from March to October.
- Turf grass mowing heights may be adjusted by the Field Services Superintendent, or their authorized agent, during periods of turf grass renovation.
- Care shall be exercised to avoid depressions in the established grade from mowing when the soil is saturated.
- The Contractor shall submit, in writing, a mowing schedule within ten (10) days after the start of the maintenance contract. This mowing schedule shall be approved by the Field Services Superintendent or their authorized agent. Any alteration of the approved mowing schedule shall be submitted in writing to the Field Services Superintendent, or their authorized agent, for approval prior to implementation.

B. Turf Grass Edging and Trimming

- Turf grass edging and trimming shall be performed per frequency schedule at the time of mowing.
- Edging of turf grass shall be performed with a power edger containing a steel blade, the use of string trimmers (weed-eater) to edge turf areas is not a practice acceptable to the City. The use of a stick edger is acceptable.
- All turf grass adjacent to sidewalks, curbs, mowing strips, shrub beds, and where no improved surface exists, shall be edged in a neat uniform line.
- Where facilities include a softball or baseball field, the infield radius shall be edged regularly to keep radius clearly defined. Grass and weeds shall not encroach into the infield and shall be treated/removed immediately.
- Trimming of turf grass shall be performed along walls, and around valve boxes, water meter boxes, backflow devices, trees, shrubs, or any structures located within the turf grass area.

- Tree trunk protectors shall be provided and installed, at no additional cost to the City, when string trimmers are utilized for trimming around the base of trees. The City may allow a sixteen-inch (16") diameter mulch ring around trees to eliminate continual string trimming.
- A four-inch (4") barren strip shall be provided, and maintained, between turf grass areas and adjacent ground cover. Edging of turf grass and ground cover shall provide uniform delineation adjacent to this barren strip.
- Trimming of plant material may be required around sprinklers to provide maximum irrigation coverage.
- All clippings and trimmings shall be removed from the work site the same day work is performed and prior to the contractor vacating the work site.
- After mowing and edging is completed, all adjacent walkways and gutters shall be swept or blown clean.
- Blowing and disposing of grass clippings into the City storm drain system and/or streets shall not be permitted.

C. Turf grass Fertilization (Upon Request)

- The turf grass shall be continually fertilized a minimum of 4 x per year with additional application if needed, to provide a healthy and vigorously growing turf grass with horticultural acceptable growth and color, as determined by the Field Services Superintendent or their authorized agent.
- Fertilization shall be performed with a balanced fertilizer, consisting of a 3-1-2 ratio, at a rate of one (1) pound of actual Nitrogen per 1,000 square feet of area. Any change in the fertilizer ratio and/or rate shall be submitted in writing and approved by the Field Services Superintendent or their authorized agent, prior to usage.
- The Contractor shall notify the Field Services Superintendent or their authorized agent, in writing, five (5) working days prior to any fertilizer application. This written document shall include the following:
    - Location and exact date the fertilizer application will be performed.
    - Type of fertilizer and method of application to be used.
- The Contractor shall immediately irrigate (staff shall be present when irrigating during the day) after each fertilizer application and repair with sod (Dwarf Fescue) any damaged areas due to fertilizer/chemical burn.
- All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.

- Light verticutting and thatch removal of warm season turf grass (where present) shall be performed between September 30th and October 15th or as directed by the City Representative.
- Over-seeding shall be performed within two (2) days after verticutting with properly calibrated seeders. Warm season turf grass shall be over-seeded at a rate of ten (10) pounds of seed per 1,000 square feet. A 3-way dwarf type Bermuda grass seed shall be used. Seed tags shall be provided to the Field Services Superintendent or their authorized agent. Additional over-seeding shall be performed if less than 80% germination occurs within the first month.
- Top dressing shall be performed using a properly calibrated top-dressing machine and seed shall be topped with one-eight inch (1/8") of weed free topper. The topper must be approved by the Field Services Superintendent, or their authorized agent and shall not contain steer manure (City reserves the right to provide the topper needed if available and in stock).
- Reseeding of bare spots shall be performed continually throughout the year to reestablish turf to an acceptable quality. If quality does not meet the City acceptance contractor shall replace with sod (Bermuda grass, Dwarf Fescue or equal).
- The Field Services Superintendent or their authorized agent, will require the use of sod as a replacement material when deemed necessary. The Contractors shall be entitled to the wholesale cost of the sod only, provided the loss of turf grass was not due to the negligence of the Contractor. Sod shall be Bermuda grass or Dwarf Fescue.

D. Aeration (all parks)

- All turf grass shall be aerated four (4) times per year, once every quarter, starting July 1st. Aeration shall be performed with a ride on or a walk behind aerator machine which has one-half inch (1/2") to one inch (1") in diameter coring tines spaced no more than six inches (6") apart. The machine shall remove cores from the turf to a depth of 4-6”. Dragging or pulverizing of cores is acceptable.

E. Turf grass Irrigation

- All turf grass shall be adequately irrigated to maintain a healthy and attractive appearance. Irrigation runoff and over spray shall be minimized. Where possible, the turf grass irrigation shall be on a separate program from other plant material irrigation. Turf grass shall be irrigated in a method which promotes deep root growth.
- At facilities with softball and baseball infields, Irrigation shall be adjusted so as not to overlap into the infield mix. Any reports of saturated infield mix from irrigation shall be addressed immediately.

2. SHRUB CARE

A. Pruning of Shrubs

- Shrubs shall be pruned with sharp pruning tools. Use of hedge shears to prune shrubs will not be permitted.
- Shrubs shall be continually pruned, as necessary, to prevent encroachment of passageways, walks, streets, and view of signs. Shrubs shall be tapered to provide irrigation coverage and an aesthetically pleasing landscape.
- All pruning cuts shall be one-quarter inch (1/4") above a node (bud). No projections or stubs shall be allowed to remain.
- After pruning is completed, all adjacent walkways and gutters shall be left clean. Blowing and disposing of any debris into the Storm Drain system and/or streets shall not be permitted. If found, Contractor will face liquidating damages as follows; 1st violation $ 500.00, 2nd. violation
- $1000.00, 3rd. violation and thereafter $3000.00 and/or possible cancellation of contracts.
- During blooming season, vines shall be trimmed minimally so as not to remove floral display areas.
- Pruning shall be done to maintain a well-groomed, natural growth habit, and encourage air movement through shrubs.
- The Contractor shall remove all clippings the same day shrubbery is pruned and prior to vacating the work site.
- Pruning of roses (except for trailing roses) shall be accomplished using best horticultural practices. The use of hedge shears to prune roses will not be permitted. Roses shall be deadheaded as needed and shall be heavy pruned once per year.
- New plantings, once approved by the City Representative, shall take place within a week from the date reported.

B. Shrub Fertilization

- Shrubs (including roses) shall be fertilized a minimum of 3x per year or as directed by the Field Services Superintendent, or their authorized agent, with a balanced fertilizer specific for the type of plants. Roses shall be fertilized once following heavy pruning and one additional time per year.
- Foliar fertilization may be performed when appropriate and will require the approval of the City Representative.

C. Shrub Irrigation

- All shrubs shall be adequately irrigated to maintain a healthy and

attractive appearance. Irrigation runoff and over spray shall be minimized. Shrubs shall be irrigated in a method which promotes deep root growth.

D. Shrub Replacement

- All damaged, diseased (untreatable) or dead shrubs shall be replaced with the same species plant material that existed (unless a disease situation is discovered affecting the specie). Shrubs shall be replaced within 7 days after being identified by the contractor or authorized agent. Size of the replacement plant material is to be determined by the authorized agent. The Contractor shall be responsible for the complete removal and replacement of shrubs lost due to the Contractor's faulty maintenance or negligence, as determined by the Field Services Superintendent, or their authorized agent.
- Substitutions or any plant materials must have prior written approval by the Field Services Superintendent, or their authorized agent.
- Original plans and specifications may be consulted to determine correct identification of species.
- All shrubs shall be guaranteed to live and remain in a healthy condition for the duration of the contract from the date of installation, inspection and verification by the Field Services Superintendent, or their authorized agent.
- Soil build-up around the crown of shrubs shall be continuously removed.

E. Vine Maintenance

- Vines shall be trimmed as needed to promote upright growth and shall be kept attached and contained on the structure.
- All vines shall be trimmed on a as needed basis by the contractor, the standard of the City is to trim vines one block below the top of the wall, the City understands that its vines in some sites are mature and have grown over the top of the wall, the contractor shall only be responsible to trim the vines that are solicited by our residents and will have to adhere to the standards herby mentioned. No vines will be allowed to grow in newly installed wood fences or wood fence extensions (above the top of the fence or block wall). Vines shall be trimmed tight and follow horticultural standards.

3. GROUNDCOVER CARE

- Groundcovers are low growing plants that grow in colonies to form a solid mat over the surface of the ground. The plants give a flat or two-dimensional effect to the landscape, such as, but not limited to, Honeysuckle, Myoporum, Senecio, Rosemary, Lantana, Ivy (spp.) Salvia (spp.)

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A. Edging and Trimming of Groundcover

- Edging of groundcover areas shall be performed monthly or as needed.
- All groundcover adjacent to sidewalks, curbs, mowing strips, or where no improved surface exists, shall be edged in a neat, uniform line.
- All groundcover shall be continually trimmed at the drip line of all shrubs.
- All groundcover shall be continually trimmed along walls, valve boxes, water meter boxes, backflow devices, or other structures located within the groundcover area as determined by the Field Services Superintendent, or their authorized agent. Thinning of groundcover may be required around sprinklers to provide maximum irrigation coverage.
- All clippings and trimmings shall be removed from the work site in a legal manner the same day work is performed and prior to the Contractor vacating the work site.
- After edging or trimming, the Contractor shall clean all adjacent sidewalks or gutters.

B. Renovation of Groundcover Areas

- Groundcover planting shall be thinned and pruned for the health of the planting and the appearance of the site, or as required by the Field Services Superintendent or their authorized agent.

C. Replanting of Groundcover Areas

- Replanting shall be required to maintain the continuity of the groundcover areas that die back after awarding the contract.
- Labor and replacement material costs shall be incurred by the Contractor.

D. Groundcover Irrigation

- All groundcover areas shall be adequately irrigated to maintain a healthy and attractive appearance.
- Irrigation runoff and overspray shall be minimized.

E. Groundcover Fertilization

- The groundcover shall be fertilized during growing season, minimum 1x per year, to provide a healthy and vigorously growing ground cover with horticultural acceptable growth and appearance, as determined by the Field Services Superintendent or their authorized agent.
- Fertilizing shall be performed with a balanced fertilizer, consisting of a 1-1-1 ratio, at a rate of one pound (1 lb.) of actual Nitrogen per 1,000 square feet. Any change in the fertilizer ratio and/or rate shall be

submitted in writing and approved by the Field Services Superintendent or their authorized agent, prior to usage.

- The Contractor shall immediately irrigate after each fertilizer application.
- All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application.
- The Contractor shall notify the Field Services Superintendent or their authorized agent, in writing, five (5) working days prior to any fertilizer application. This written document shall include the location and exact date the fertilizer application will be performed, type of fertilizer and method of application to be used.

4. IRRIGATION INSPECTION

- The Contractor shall initially inspect and familiarize themselves with the entire irrigation system at all work sites and identify all needed repairs.
- Required repairs shall be submitted to the Field Services Superintendent or their authorized agent, in a written statement within two (2) weeks after the start date of the Maintenance Contract. If a written statement, which documents required repairs, is not received by the authorized agent, within the stated timeframe, the entire system shall be interpreted as fully operational, and deemed acceptable by the Contractor and will become his sole responsibility to maintain. The City shall review and verify all submitted problems, repairs may be completed by the following methods:
- The Contractor shall file a monthly statement with his invoice certifying that all irrigation systems are functioning properly. If the Contractor fails to submit this statement, the invoice will be rejected until such date the statement is received.
- The Contractor shall inspect the operation of the irrigation system on a weekly basis for any malfunctions. In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.
- All system malfunctions, damage and obstructions shall be recorded, reported to the Field Services Superintendent or their authorized agent, and corrective action taken.

5. IRRIGATION MAINTENANCE AND REPAIRS

A. The Contractor shall maintain all irrigation systems, at no additional cost to the City, in such a way as to:

- Guarantee proper coverage and full working capability.
- Make whatever adjustments may be necessary to prevent over spray or excessive runoff into street rights-of-way or other areas not meant to be irrigated.

- The Contractor shall repair or replace at no additional cost inoperable irrigation equipment to maintain a fully operational system, including but not limited to, pressure pipes from the water meter to the control valves, all irrigation non pressurized pipes, all manual and automatic valves, filters, basket strainers, pressure regulators, sprinkler heads, irrigation clamps and stakes, anti-drain valves, quick couplers, electrical wiring from the controller to the solenoid valves, emitters, drippers, valve boxes, controllers, valve markers, batteries, fittings and risers shall be the same as to removed manufacturer items unless prior approval has been granted by City representative in writing.
- Maintenance includes, but is not limited, tightening loose fittings and packing nuts; flushing sprinkler heads, pipes, nozzles, valves, filters, strainers, and backflow devices; adjusting sprinkler heads for proper coverage and to avoid irrigating hardscape including softball and baseball infield radius; anti-drain valves and pressure regulators, adjusting and lubricating controllers; and cleaning drip emitters, replace batteries for battery operated valves and maintain solar operated valves, relocation of irrigation mainline or lateral lines due to tree placements and roots.

B. Irrigation repairs shall be made within the following time limits:

- Mainline irrigation breaks shall be repaired within two (2) hours of identification or notification. All other irrigation repairs shall be made within one (1) day of identification or notification.
- Replacement of irrigation components shall match existing, or equivalent. Substitutions must be approved by the Field Services Superintendent or their authorized agent, in writing prior to installation.

6. WATER CONSERVATION

- The Contractor shall turn off all irrigation systems during periods of rainfall and/or times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.
- The Contractor shall comply with all City of Redlands Ordinances and/or Resolutions, which relate to water conservation.

7. CONTROLLER PROGRAMMING

A. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

- Whenever possible, automatic irrigation shall be programmed to operate between the hours of 9:00 P.M. to 8:00 A.M. The Contractor shall be responsible for reprogramming controller during inclement weather to conserve water.

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- Consideration must be given to the soil conditions, seasonal temperatures, wind conditions, humidity, runoff and erosion potential, and the relationship of conditions which affect day and night watering.
- Extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun or shade. Also, the variation in the size of plants, as well as varietal differences must be considered.
- The irrigation system will be controlled by the contractor in such a way as not to cause an excessively wet area which could interfere with the Contractor's ability to mow all turf grass.
- The Contractor, at the request of the Field Services Superintendent or their authorized agent, shall submit a copy of the irrigation schedule for each individual controller. This information is to be readily available upon request or available at the controller.

B. All landscape and turf areas shall be irrigated as required maintaining adequate growth and appearance with a schedule most conducive to plant growth.

8. IRRIGATION CONTROLLER

A. The Contractor shall maintain controller as-builts (controller charts) inside each controller cabinet where available.

B. All controller enclosures shall receive a granular chemical application as needed to prevent pest infestation. Any damages resulting from any insect infestation due to failure to apply the chemical shall be repaired/replaced by the contractor (no expense to the City).

C. Controllers and dome antennas shall be inspected and cleaned by the contractor 4 x per year and report damages or maintenance needs.

9. WEED CONTROL

- Weeds are defined in the dictionary as: “A wild plant growing where it is not wanted and in competition with cultivated plants." When classified by their gross morphological features, weeds are broken down into three major categories: grasses, sedges, and broadleaf weeds. Full control of these 3 categories of weeds will be achieved with a combination of selective and non-selective herbicides as well as mechanical removal. **Weeds should not be visible.**
- All areas within the specified maintenance area, including but not limited to, turf grass, shrub and ground cover areas, planters, tree wells, landscape areas, and softball/baseball infields shall be kept free of weeds at all times.
- Weed removal shall consist of complete removal of all weeds, including top growth and roots. Weed control shall be performed as needed.
- Weeds shall be controlled either by hand, mechanical or chemical methods; however, the Field Services Superintendent or their authorized agent, may restrict the use of chemical weed control in certain areas.

10. DISEASE AND PEST CONTROL

- The Contractor shall regularly inspect all landscaped areas for the presence of disease, snail, insect or rodent infestation. The Contractor shall report any applied treatments within their next monthly billing. The Contractor shall identify the disease, snail, insect or rodent and specify control measures to be taken. The Contractor shall implement control measures, exercising extreme caution in the application of all spray materials, dust or other materials utilized.
- Approved control measures shall be continued until the disease, snail, insect or rodent is controlled to the satisfaction of the Field Services Superintendent or their authorized agent. The Contractor shall utilize all safeguards necessary during disease, snail, insect or rodent control operations to ensure safety of the public and the employees of the Contractor.
- The Contractor shall perform, at their sole expense, the following services:
    - All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License for each chemical used is required prior to chemical application where required by law.
    - All chemicals requiring a special permit for their use must be registered by the Contractor with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Field Services Superintendent or their authorized agent, prior to use.
    - A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Field Services Superintendent or their authorized agent, on a monthly basis.

11. USE OF CHEMICALS

- The Contractor shall submit a list of all chemical herbicides, pesticides, and rodenticides proposed for use under this contract for approval by the Field Services Superintendent or their authorized agent with the signed contract. Materials included on this list shall be limited to chemicals approved by the State of California Department of Food and Agriculture and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of a California State Licensed Pest Control Advisor where required by law.
- The use of chemicals shall conform to the current San Bernardino County Agriculture Commissioner regulations. No chemical herbicide, rodenticide or pesticide shall be applied until its use is approved, in writing, by the Field Services Superintendent or their authorized agent as appropriate for the purpose and area proposed.
- Required spray equipment will consist of at least one (1) medium spray rig of 100-gallon (minimum) capacity or more and backpack sprayers provided for each crew performing chemical landscape maintenance.

12. TURF BROADLEAF WEEDS

- Control of broadleaf weeds shall include proper notification with chemicals to be used, date, and time to the Field Services Superintendent or their authorized agent prior to starting date for approval.

13. LITTER

- All areas in the work sites shall be kept free of, but not limited to, the following items: bottles, glass, broken glass, cans, paper, cardboard, metallic items, feces, leaves, tumbleweeds and other debris on a daily basis.
- The Contractor shall promptly remove from the work area all debris generated by their performance and dispose of the debris in a legal manner. The City does not allow any dumping of debris generated by your daily work in City facilities.
- Hazardous waste as well as homeless belongings shall not be picked up. Contractor shall contact City Representative to arrange proper disposal by City forces.

14. TRASH CONTAINERS & DUMPSTER ENCLOSURES

- Contractors shall remove all litter, replace liners as needed, and check the condition of the trash container and hardware. Containers shall be replaced as needed (City to provide). Contractor shall use liners that are a minimum of 1.5 mil and be clear or black in color. Trash container shall be inspected daily, seven days per week.
- Trash containers shall be painted at least once per year as directed by the Field Services Superintendent or their authorized agent. Contractor to provide labor and material. Container holders should be set so that the bottom of the container is 12” from the surface of the ground. Bent or broken container holders must be repaired, reset or replaced ASAP.
- Dumpster enclosures will be kept weed and debris free. Odors and excessive staining must be addressed by power washing the affected area. Vandalism should be reported promptly. If locks need to be replaced, please reach out to your Authorized Representative.

15. TABLES AND BENCHES

- All tables and benches shall be inspected daily for any unsafe conditions. Any tightening of loose nuts and bolts shall be reported to City staff by the contractor. Any repairs needed above and beyond tightening of loose nuts and bolts shall be reported to the City promptly.

16. GRAFFITI

- The Contractor shall contact City Representative to report graffiti.

17. GENERAL

A. Trash Removal

- Remove all trash and accumulated debris from the work sites daily. In addition, any type of feces is also to be removed from the walkways, turf or ground cover areas and dumpster areas.

B. Policing of Areas

- All maintained areas shall be policed based on frequencies.

C. Curb and Gutter Maintenance

- The Contractor is responsible for removal of all weeds and grass growing in and around the curb and gutter area monthly. The Contractor is responsible for ensuring the roadway is cleared of all dirt and debris within four (4) feet of the curb and gutter in all areas adjacent to maintenance responsibilities.

D. Walkway Maintenance

- Walkways shall be cleaned immediately following mowing and edging and cleaned by use of power sweeping or blower equipment. All walkway cracks and expansion joints shall be maintained weed and grass free at all times.

E. Drain Maintenance

- All drains and catch basins shall be kept free of siltation and debris at all times. All V-ditches and drainage areas shall be kept clean and edged weekly by the Contractor. Cleaning of drain basins shall be done monthly, Contractor shall inspect weekly to make sure that grates are secured, if missing, Contractor shall replace at City's expense. Damaged grates due to Contractor's operations shall be replaced at Contractors expense.

F. Removal of Leaves

- Accumulation of leaves shall be removed from all designated landscape areas on a monthly basis and under trees once per month or more as needed.

18. REPAIR AND SERVICE OF WALKWAYS AND MISCELLANEOUS IMPROVEMENTS

- Walkways and Service Roads - All walkways and service roads, if any, shall be maintained by the Contractor so as to keep the integrity of the walking or driving surface in a safe, unimpaired condition.
- The Contractor will not be responsible for total replacement of roadways or walkways as a result of normal deterioration but will be required to replace all improvements damaged by his negligence.
- It will be the responsibility of the Contractor to repair or replace miscellaneous improvements such as signs and mowing strips, or any other structural improvements within the work sites, unless otherwise specified. The Contractor shall be entitled to additional compensation for these services as stated. The contractor shall communicate any improvements needed prior to repairs to the Field Services Superintendent, or their authorized agent, for proper approvals.

19. MULCH

Mulch beds shall be replenished 2 times per year.

20. DECOMPOSED GRANITE/GRASS PAVER AREA

Contractor shall be responsible to drag with cocoa mat or similar and rake all decomposed granite areas monthly and to replenish displaced or missing material at his own cost as needed. Moistening the material and use of a mechanical compactor is required when backfilling DG areas. Decomposed granite areas are to keep a grading that is acceptable and safe to walk on. In the event of inclement weather, the City will compensate the contractor for the replacement of material for damage created by the storm.

21. MONUMENT SIGNS

Contractor shall be responsible to keep the monument signs free of litter, debris, silt and cobwebs.

The Contractor shall be responsible to paint (if needed) areas that have a painted surface a minimum of once per year. The Contractor shall keep shrubs and vegetation edged and trimmed to a height that displays the complete wording on the monument.

EXHIBIT "B"
FEE SCHEDULE

Description	Monthly Fee	Annual Fee
Locations of City Median and LMDs – Full-Service Landscape Maintenance (may include mowing) Includes Irrigation Technician (8 hours per week)	$3,299.13	$39,589.51

Description	Cost Per Mow	Annual Fee (38 Mows)
Locations of City Parks – Mowing Service Only	$4,220.92	$160,394.98

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

AMERICAN LANDSCAPE AND MAINTENANCE, INC.

By:_____ Date: _____
Daniel Stauffer, CEO

City Council Meeting **K. 3.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a First Amendment to the Professional Services Agreement with ALS Group USA, Corp. to revise the annual compensation to $109,000, with options to extend for two (2) additional one-year terms, for a total potential amount not-to-exceed $327,000 and determine that approval of a First Amendment to the Professional Services Agreement with ALS Group USA, Corp. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move to determine that approval of a First Amendment to the Professional Services Agreement with ALS Group USA, Corp. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve of the First Amendment to the Professional Services Agreement with ALS Group USA, Corp.

RECOMMENDATION:

Staff recommends that the City Council determine that approval of the First Amendment to the Professional Services Agreement with ALS Group USA, Corp. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. Staff also recommends that the City Council approve the First Amendment to the Professional Services Agreement with ALS Group USA, Corp.

DISCUSSION:

The State of California and the U.S. Environmental Protection Agency (EPA) are currently revising regulations related to emerging contaminants, such as perfluoroalkyl substances (PFAS) and microplastics, in drinking water supplies and wastewater streams. Local agencies are required to monitor for the presence of these pollutants in accordance with mandated sampling and analysis standards. Subsequently, City Council approved a Professional Services Agreement with ALS Group USA, Corp. (ALS) to provide sampling and analysis services on an as-needed basis in July 2024. The original Agreement included an initial term of one year, two optional one-year extension terms, and an annual compensation not-to-exceed $34,000. The original Agreement scope of work included very limited PFAS sampling and analysis. Since then, the State and EPA have finalized the emerging contaminant regulations, which now include comprehensive sampling and analysis requirements for public water systems. In order to comply with this new mandate, it is necessary to amend the ALS Agreement to significantly increase the PFAS sampling and analysis frequency. The cost for sampling and analysis required for mandated PFAS monitoring is $750 per sampling site. The City has a total of twenty-five (25) sampling points, including eighteen (18) sites mandated by the Federal EPA and seven (7) sites designated for special studies required for the Water Division's operations. This sampling and analysis will occur every quarter, adding an additional $75,000 in costs to fulfill this requirement over the next four (4) quarters. The First Amendment increases the annual Agreement not-to-exceed amount to $109,000, which increases the total potential Agreement value to $327,000. Approval of the First Amendment is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act since it has no potential to create a significant effect on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:
Albert Maldonado, Special Counsel
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jungjoon Park, Laboratory Manager

Fiscal Impact

Fiscal Year:	FY 24/25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$85,500
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

There is no fiscal impact associated with this action. Sufficient funding is included in the FY 24/25 Water Service (501900) budget.

Fiscal Year:	FY 24/25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$23,500
Budgeted Y/N:	Y
Account No.:	521900

Discussion:

There is no fiscal impact associated with this action. Sufficient funding is included in the FY 24/25 Wastewater Service (521900) budget.

Attachments

Executed Agreement - ALS Group USA Corp. (Reference)

First Amendment ALS

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Laboratory Sampling and Special Analytical Servies ("Agreement") is made and entered in this 2nd day of July, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and ALS Group USA, Corp., a Texas Corporation. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Laboratory Sampling and Special Analytical services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended

Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The compensation for Consultant's performance of the Services shall not exceed the amount of Thirty-Four Thousand Dollars ($34,000) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of Thirty-Four Thousand Dollars ($34,000) for the first Extended Term; and Thirty-Four Thousand Dollars ($34,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of One Hundred Two Thousand Dollars ($102,000). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Price and Fee Bid," which is attached hereto and incorporated herein by this reference. Furthermore, the Unit Price set forth in Exhibit "B" shall be increased July 1 of each calendar year, by an amount reasonably equal to the percentage change in the Consumer Price Index – All Urban Users (Riverside – San Bernardino – Ontario) over the prior year.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:	CONSULTANT:
City Clerk	Javier Robles, Laboratory Director
City of Redlands	ALS Group USA, Corp.
35 Cajon Street	3337 Michelson Drive, Suite CN-750

P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

Irvine, CA, 92612
javier.robles@aslglobal.com
Phone: 714-730-6239
Fax: 714-730-6462

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies

required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

Redlands\Agreements\MLS Group USA\23-0118.docx-msv2

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained

herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ALS GROUP USA, CORP.

By: _____
Javier Robles, Laboratory Director

ATTEST:

_____
Jeanne Donaldson, City Clerk

Redlands Agreement No. 2023-0118.docx-msv2

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant must possess the skills, licenses, certifications, and professional expertise necessary to provide analytical services to the City at a level of competency comparable to other environmental testing laboratories in the industry. To achieve this, Consultant shall obtain certification from ELAP, NELAP, and approval from the EPA for all UCMR5 constituents.

Consultant must provide the City staff with updated or renewed laboratory certifications and Fields of Accreditation, including those of subcontracted laboratories.

Moreover, Consultant is required to conduct at least 95% of lab analyses listed in the fee schedule in-house, without subcontracting. This ensures direct oversight and accountability for the quality of results.

The quality of laboratory tests shall adhere to the NELAP-Approved Quality Assurance Manual and a strict Code of Ethics. This includes conducting minimum detection limit tests (MDLs) below the Method Reporting Limit (MRL), Laboratory Control Sample (LCS), and Matrix Spike (MS) tests with each sample batch, where applicable.

Maintaining accreditation, a laboratory license, and auditing recent third-party reports on quality systems and proficiency tests are mandatory for Consultant.

Additionally, Consultant must maintain a comprehensive Quality Assurance (QA) Manual, SOPs for laboratory procedures, Method Acceptance Limits (MALs), and MDLs to ensure precision and accuracy in analysis.

Documentation of Consultant's investments in technological advancements and instrument dedication, especially for critical analyses such as Nitrate Perchlorate, PFAS, and Volatile, is crucial.

Utilizing a web-based data reporting system with Environmental Data Transfer (EDT) and Electronic Data Deliverable (EDD) capabilities ensures efficient data transfer.

Consultant should provide well-labeled containers with appropriate preservatives, ice packs, and packaging materials for sample transportation, along with a customized chain of custody form for each sample point.

Reports delivered to the City must be accurate and timely, meeting a ten (10) business day timeframe, or sooner for rush samples, with prompt communication if turnaround times cannot be met.

The report should include essential information such as project details, sample dates, analyst names, analysis results, and any quality control failures.

Consultant staff must promptly notify City staff of abnormal data results within 48 hours, with certain analyses requiring notification within 24 hours.

When providing sampling services, Consultant staff must strictly adhere to method and regulatory requirements to ensure data integrity.

Reports should be provided in PDF and CSV formats, with detailed descriptions of sample kits and adherence to analytical hold times.

Order acknowledgment, work order organization, and effective communication with the City on any issues are essential for seamless service delivery.

Invoices should be submitted to the City within 30 days of report delivery, ensuring timely payment processing.

EXHIBIT "B"
Price and Fee Bid

ITEM NO.	EST. QTY	DRINKING WATER	TEST METHOD	UNIT PRICE	*EXTENDED PRICE (QTY X UNIT PRICE)
1	15	PFAS SWRCB - Potable Wells	Appendix C	$275.00	$4,125.00
2	15	PFAS SWRCB - Potable Sampling	Appendix D	$350.00	$5,250.00
3	1	UCMR 5 - Lithium	EPA 200.7, SM3120B (2017), SM 3120 B-99 or ASTM D1976-20	$20.00	$20.00
4	1	UCMR 5 - PFAS (29 Contaminants)	Appendix B	$400.00	$400.00
5	1	Item 3 and 4 as a package	Method indicated in items 3-4	$400.00	$400.00
6	1	EPA UCMR 5 Sampling (Per sample site)	Appendix D	$350.00	$350.00
DRINKING WATER			SUBTOTAL	$1,795.00	$10,545.00
ITEM NO.	EST. QTY	WASTEWATER	TEST METHOD	UNIT PRICE	*EXTENDED PRICE (QTY X UNIT PRICE)
7	16	PFAS SWRCB - Wastewater Per Sampling Site	Appendix C	$275.00	$4,400.00
8	16	PFAS SWRCB - Wastewater Composite Sampling per Site	Appendix D	$350.00	$5,600.00
9	4	PFAS SWRCB - Wastewater Sludge Sampling per Site	Appendix D	$295.00	$1,180.00
10	2	Annual: Current List 126 Priority Pollutants (EPA 40 CFR Part 423, Appendix - Partial Priority Pollutant List). Exclude Asbestos	Refer to EPA 40 CFR Part 423, Appendix A - Partial Priority Pollutant List	$1,120.00	$2,240.00

Trihalomethanes Test Group 1 US-2423-0118.docx-msv2

11	6	Quarterly Partial Priority Pollutants List (To be determined by detected pollutants from Line Item #10)	Refer to EPA 40 CFR Part 423, Appendix A - Partial Priority Pollutant List	$1,120.00	$2,240.00
12	8	Priority Pollutants Composite Sampling per site	Appendix D	$350.00	$350.00
13	1	PFAS SWRCB - Collection System (Industrial Waste)	Appendix C	$275.00	$275.00
14	1	PFAS SWRCB - Collection System (Industrial Waste) Sampling per Site	Appendix D	$350.00	$350.00
WASTEWATER			SUBTOTAL	$4135.00	$23,565.00

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

__X__ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

ALS Group USA, Corp.

By:_____ Date: 6/26/24

Javier Robles, Laboratory Director

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for Laboratory Sampling and Analytical Services ("Agreement"), dated 2nd day of July, 2024, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and ALS Group USA, Corp., a Texas Corporation ("Consultant"), is made and entered into this 15th day of October, 2024.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically Total compensation in Article 5, Section 5.1 to increase the amount of compensation for Initial and Extended Terms in order to pay for increased frequency of perfluoroalkyl substances (PFAS) sampling and analysis services.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Article 5 of the Agreement, entitled "Payments to Consultants," Section 5.1 of the Agreement is hereby amended to read as follows:

"5.1 The compensation for Consultant's performance of the Services shall not exceed the amount of One Hundred Nine Thousand Dollars ($109,000) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of One Hundred Nine Thousand Dollars ($109,000) for the first Extended Term; and One Hundred Nine ($109,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Three Hundred Twenty-Seven Thousand Dollars ($327,000). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Price and Fee Bid," which is attached hereto and incorporated herein by this reference. Furthermore, the Unit Price set forth in Exhibit "B" shall be increased July 1 of each calendar year, by an amount reasonably equal to the percentage change in the Consumer Price Index – All Urban Users (Riverside – San Bernardino – Ontario) over the prior year."

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

Section 3. The recitals above are true and correct and are hereby incorporated herein by this reference.

Section 4. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment, to be effective as of October 15th, 2024.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

ALS Group USA, Corp.

By: _____
Javier Robbles, Laboratory Director

City Council Meeting **K. 4.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an agreement with CelPlan Technologies, Inc to provide a new video management solution including wireless network infrastructure equipment and maintenance services for an initial term of $1,158,006.29, with an option for four additional extension terms, bringing the total compensation during the initial term and four extension terms to an amount not-to-exceed $2,131,048.93 and determine that approval of the Professional Services Agreement with Cel Plan Technologies, Inc is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move to determine that approval of the Professional Services Agreement with Cel Plan Technologies, Inc is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the agreement with CelPlan Technologies, Inc to provide a new video management solution for the City including wireless network infrastructure equipment and maintenance services for an initial term of $1,158,006.29, with an option for four additional extension terms, bringing the total compensation during the initial term and four extension terms to an amount not-to-exceed $2,131,048.93.

RECOMMENDATION:

Staff recommends City Council approve the agreement with CelPlan Technologies, Inc to provide a new video management solution for the City including wireless network infrastructure equipment and maintenance services for an initial term of $1,158,006.29, with an option for four additional extension terms, bringing the total compensation during the initial term and four extension terms to an amount not-to-exceed $2,131,048.93. In addition, staff recommends that the City Council determine that approval of this agreement is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The existing public safety camera system has been in production for over fifteen years. It is a critical tool that bolsters crime prevention, enhances evidence collection and investigations, and provides real-time monitoring of public spaces. The system has become increasingly unreliable due to its unsupported status, which poses significant risks including potential security gaps and operational challenges. The system's outdated technology hampers the ability to effectively monitor and respond to security incidents.

In conjunction with replacing the public safety camera system, it is crucial to upgrade the wireless network infrastructure that provides the connectivity for the system throughout the City. The current wireless network does not meet the demands of modern security solutions, which require high-speed, reliable connectivity.

In March 2024, the IT division released a request for proposals (RFP) in search of a replacement for the video management system, including network hardware, camera equipment, and software. Part of the RFP included a provision that the new public safety camera system be compatible with an access control system, which the City currently lacks. Access control systems regulate who can enter different buildings or parts of a building, using tools like keycards or codes to ensure only authorized people gain access. A review committee composed of both IT and Police department staff reviewed and ranked the proposals. The committee selected the top three proposals and invited those firms to come and provide an in-person demonstration of their solution.

It was determined that CelPlan Technologies, Inc (CelPlan) provided the highest ranked proposal and software solution. Not only is the proposed solution, Genetec, a world-wide leader in security systems, but CelPlan also presented a state-of-the-art wireless network design approach which addressed additional concerns of the solicitation.

The current public safety camera system is accessible only by police personnel. Other departments and facilities have disparate camera systems and these have posed a challenge from a management perspective due to dealing with various manufacturers and vendors. The new public safety camera system will allow scalability in which cameras at all City facilities can eventually be tied into one single platform. This system can also serve as a single management interface for building access control throughout all City facilities.

Given the size and number of cameras throughout the City, this will be a phased project spanning multiple years. The initial phase will involve project planning and design, followed by server and software procurement and staging. Up to 100% of the wireless infrastructure and 30% of the cameras will be replaced in the first year. The subsequent years will include replacing the remaining cameras and regular maintenance and support of the system, with a 2.5% cost increase during years 2-4.

Furthermore, approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA) as the activity will not have a significant effect on the environment.

ALTERNATIVES:

City Council may choose to reject, modify or table the proposed purchase. However, the purchase is recommended given the current system is out of support and equipment is in dire need of replacement.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Albert Maldonado, Special Counsel
Janice McConnell, Assistant City Manager
Rachel Tolber, Chief of Police
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Eric Owens, Information Technology Manager

Fiscal Impact

Fiscal Year:	FY2024-25
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$2,131,048.93
Budgeted Y/N:	Y
Account No.:	604900

Discussion:

The total cost of the agreement across the Initial and Extended Terms is as follows:

Initial Term (Implementation/System Replacement): $1,158,006.29
First Extended Term (Maintenance & Support): $231,751.31
Second Extended Term (Maintenance & Support): $241,021.36
Third Extended Term (Maintenance & Support): $247,046.90
Fourth Extended Term (Maintenance & Support): $253,223.07

The total dollar amount of this agreement is an amount not-to-exceed $2,131,048.93. Funding for the Initial Term and First Extended Term is included in the Adopted FY 2025 & 2026 DoIT Budget. Funding for subsequent years will be included in future budget requests by the department.

Attachments

Agreement with CelPlan Technologies, Inc

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Video Management System Replacement ("Agreement") is made and entered in this 15th day of October, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and CelPlan Technologies Inc, a Virginia corporation. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide a Video Management System Replacement that will include design installation, configuration, and maintenance services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Danielle Garcia, Management Services Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the implementation services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," titled "Project Schedule," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by four (4) additional one-year terms (each, an "Extended

Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: The compensation for Consultant's performance of the Services shall not exceed the amount of One Million One Hundred Fifty-Eight Thousand Six Dollars and Twenty Nine Cents ($1,158,006.29) for the Services provided during the Initial Term. This agreement may be extended by four (4) one-year terms (Extended Terms). Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of Two Hundred Thirty-One Thousand Seven Hundred Fifty-One Dollars and Thirty One Cents ($231,751.31) for the first Extended Term; Two Hundred Forty-One Thousand Twenty-One Dollars and Thirty Six Cents ($241,021.36) for the second Extended Term; Two Hundred Forty-Seven Thousand Forty-Six Dollars and Ninety Cents ($247,046.90) for the third Extended Term; and Two Hundred Fifty-Three Thousand Two Hundred Twenty-Three Dollars and Seven Cents ($253,223.07) for the fourth Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Two Million One-Hundred Thirty-One Thousand Forty-Eight Dollars and Ninety Three Cents ($2,131,048.93). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Schedule of Values," which is attached hereto and incorporated herein by this reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:	CONSULTANT:
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org Phone: (909) 798-7531	Paulo Leite, Chief Operating Officer CelPlan Technologies, Inc. 1920 Association Dr. Reston, Virgina 20191 4th Floor paulo@celplan.com Phone: (703) 259-4025

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "G," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the

Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibit "D," titled "Exclusions," Exhibit "E," titled "Standard Support Terms, Structure, and Procedure," and Exhibit "F," titled "Genetec Global & Privacy Policy," are incorporated herein by reference, and represents the entire

agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

CELPLAN TECHNOLOGIES, INC

By: _____
Paulo Leite, Chief Operating Officer

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

1 Video Management System (VMS) Replacement for City of Redlands

The City of Redlands aims to enhance its public safety and security infrastructure by replacing its existing, disparate video management systems with a unified, city-wide solution. The project will involve the design, installation, configuration, and maintenance of a new wireless camera system integrated with a robust VMS platform. The new system will provide comprehensive video surveillance coverage across the city, improve incident response capabilities, and offer a user-friendly interface for monitoring and management. The project will also ensure future integration with an access control system (ACS) to further enhance security measures.

2 Project Objectives

The core objectives of this project are as follows:

2.1 *Consolidate and Upgrade:*

Replace the existing camera system with a single, integrated Citywide Genetec Software Solution

The project will implement Genetec Security Center as the core software platform for the Video Management System (VMS). Genetec Security Center is a unified security platform that blends IP video surveillance, access control, and automatic license plate recognition (ALPR) into a single intuitive interface. Key features of Genetec Security Center include:

- Omnicast: The IP video management system of Security Center, providing seamless management of digital video, audio, and data across any IP network.
- Synergis: The IP access control system (ACS) that will allow for future integration and unified security operations – for future.
- Advanced reporting and analytics capabilities to support efficient incident response and investigation.
- Scalable architecture to support the city's growing needs.
- Robust cybersecurity features to protect the integrity and confidentiality of surveillance data.

2.2 *Wireless Network Hardware*

The project will involve the replacement (up to 100%) of the existing wireless network infrastructure with state-of- the-art equipment from Ubiquiti, Mikrotik, Mimosa, and Cambium Networks.

2.3 *Camera Upgrades*

The project will involve the replacement (up to 30%) of the existing camera network infrastructure with state-of- the-art equipment from Axis and Hanwha.

2.4 *VMS Hardware Infrastructure*

To support the new Genetec Security Center VMS, the project will deploy new server hardware from Dell Technologies:

- Dell PowerEdge Rack Servers for primary VMS operations for high-capacity, reliable video storage
- We will be re-using the existing network infrastructure where available and applicable for connectivity from City; any new required networking equipment will be additional to the scope of work

2.5 *Comprehensive Coverage:*

Provide reliable in place upgrade of existing infrastructure with proposed video surveillance system across public areas, critical infrastructure, and other designated locations throughout the city.

2.6 *Enhanced Security:*

Improve public safety and security by deterring crime, aiding in investigations, and facilitating rapid response to incidents with newer high resolution and multisensory cameras and higher reliability and higher bandwidth wireless equipment.

2.7 *Efficient Incident Management:*

Streamline incident response and investigation processes for law enforcement and city officials through improved access to video evidence and data though an IP driven Genetec Video Management System – Security Center.

2.8 *User-Friendly Interface:*

Implement the Genetec VMS platform that is intuitive and easy to use for monitoring, management, and retrieval of video footage.

2.9 *Future-Proofing:*

Ensure the system is scalable and adaptable to future needs, including integration with an access control (ACS) and automated license plate recognition (ALPR) systems.

3 Project Tasks

The project encompasses the following key deliverables:

3.1 Comprehensive System Design

3.1.1 Evaluate Existing Infrastructure:

- Conduct a thorough assessment of the current camera systems, network infrastructure, and user requirements to develop a comprehensive migration plan. The assessment will include documenting the brand, model, warranty, and capabilities of each existing camera, as well as identifying any undocumented routes, links, and credentials. The goal is to establish a clear baseline understanding of the current environment to inform the design and migration strategy.

3.1.2 Detailed Specifications:

- Provide detailed technical specifications for all hardware and software components, including cameras, wireless equipment, servers, storage, and VMS software. The specifications will ensure that all components are compatible and meet the city's performance and security requirements. This detailed planning will help prevent scope creep and ensure that the project stays on track. The proposed solution will utilize the **Genetec Security Center** platform, which includes the **Omnicast** VMS for video management.

3.1.3 Wireless Network Design:

- Design a robust and scalable wireless/mesh network infrastructure to support the camera system, ensuring reliable connectivity and bandwidth. The network design will leverage **Cambium PMP 450v** point- to-multipoint radios in the 6GHz band for high-bandwidth backhaul links and **Ubiquiti, Mikrotik, and Mimosa** point-to-point and point-to – Multipoint radios for additional connectivity where needed. The design will consider factors such as coverage area, signal strength, and potential interference to ensure optimal performance. This design phase emphasizes the importance of proactively addressing potential risks and challenges.

3.1.4 IP Network Design:

Develop an IP network design and addressing scheme that accommodates the new camera system and integrates with the existing city network infrastructure. The IP network design will ensure seamless communication between cameras, servers, and user workstations. This integration highlights the need for effective communication and coordination between different project elements.

3.1.5 Milestone for Payment: Contract Signature/Design Review (30%)

- - This milestone triggers the first payment upon successful completion of the system design and approval by the City. It signifies the completion of a major project phase

and ensures that the design meets the city's expectations before proceeding with further implementation.

3.2 Hardware Procurement and Installation

3.2.1 Camera Installation:

- Supply and install approximately 50 IP cameras from a total of 166 cameras, strategically positioned throughout the city, corresponding to **up to 30%** of existing cameras as needed to ensure compatibility and optimal coverage. The camera installation will include proper mounting, alignment, and configuration to ensure optimal image quality and coverage. This phase emphasizes the importance of quality control and ensuring that the installed equipment meets the project's specifications.

3.2.2 Network Deployment:

- Install wireless/mesh network equipment, including access points, antennas, and other necessary components, to establish a reliable communication network for the camera system. The network deployment will adhere to industry best practices and comply with all relevant regulations. This phase highlights the importance of adhering to technical standards and regulatory requirements. **Up to 100% of the existing wireless network will be replaced** to ensure compatibility and optimal performance with the new VMS solution

3.2.3 Infrastructure Implementation:

- Install power supplies, grounding systems, and other infrastructure elements to support the camera and network installations. Customer to provide mounting structures and continuous 120VAC power. The infrastructure implementation will be carried out safely and efficiently, minimizing disruption to the city's operations. This phase underscores the need for careful planning and execution to avoid delays and ensure the project's success.

3.2.4 VMS Implementation:

- Deploy the Genetec Omnicast VMS software and associated server infrastructure, ensuring adequate storage capacity and processing power to handle the video data. **New Dell servers** will be procured and configured to host the VMS software and provide reliable storage for video recordings. The VMS implementation will include configuring the server, installing the software, and setting up storage solutions. This phase emphasizes the importance of proper configuration and testing to ensure the system's functionality and reliability.

3.2.5 Milestone for Payment: Equipment Delivery (20%) –

- This milestone triggers the second payment upon successful delivery and verification of all necessary hardware and software components. It ensures that the city receives the agreed-upon equipment before making further payments.

3.2.6 Milestone for Payment: Start of Installation (20%) –

- This milestone triggers the third payment upon commencement of the physical installation of cameras, network equipment, and other infrastructure elements. It marks the transition from planning and procurement to the actual implementation phase.

3.3 System Configuration

3.3.1 VMS Configuration:

- Configure the VMS software according to the city's specific requirements, including camera settings, recording schedules, and user access levels. The configuration will ensure that the VMS operates optimally and meets the city's surveillance objectives. This phase highlights the importance of customizing the system to meet the specific needs and workflows of the city's users.

3.3.2 User Management:

- Set up user accounts, access rights, and monitoring views based on the roles and responsibilities of different city departments and personnel. User accounts and permissions will be configured to maintain data security and control access to sensitive information. This aspect emphasizes the importance of data security and access control in a surveillance system.

3.3.3 Storage Management:

- Implement storage policies that define retention periods for video footage based on camera location and importance, ranging from 3 to 24 months. The storage policies will ensure that video data is retained for the required duration while optimizing storage utilization. This phase reflects the need for efficient data management and balancing storage requirements with cost considerations.

3.4 Integration

3.4.1 Camera Integration:

- Integrate existing compatible cameras into the new VMS platform, ensuring seamless access to live and recorded video feeds from all cameras. The integration process will involve configuring the VMS to recognize and communicate with the existing cameras. This phase emphasizes the importance of integrating legacy systems and maximizing the value of existing investments.

3.4.2 ACS Integration (future SOW):

- Ensure the VMS platform is capable of future integration with an access control system (ACS), allowing for centralized management of both video surveillance and access control functions. The VMS will be selected and configured to support seamless integration with an ACS when the city decides to implement one. This future integration capability reflects the importance of scalability and adaptability in

a long-term technology solution.

3.5 Training

3.5.1 Administrator Training:

- Provide comprehensive training to designated city staff on the configuration, management, and maintenance of the VMS system. The administrator training will cover advanced topics such as system configuration, user management, and troubleshooting. This training emphasizes the importance of knowledge transfer and empowering city staff to manage the system effectively.

3.5.2 End-User Training:

- Conduct multiple training sessions for end-users from various city departments, covering system operation, video retrieval, and basic troubleshooting. The end-user training will focus on practical skills and knowledge required for day-to-day use of the system. This training ensures that all users can utilize the system efficiently and confidently.

3.5.3 Training Materials:

- Deliver all necessary training materials, including user manuals, quick reference guides, and system documentation, to ensure users can effectively utilize the system. The training materials will serve as a valuable reference for users after the training sessions are completed. The acceptance testing will involve both functional and performance tests to ensure the system operates as intended and meets the city's expectations. The successful completion of this phase will mark the formal acceptance of the system by the city.

3.5.4 Milestone for Payment: Training (20%)

- This milestone triggers the fourth payment upon completion of the first training session.

3.6 Project Acceptance and Completion

3.6.1 Acceptance Testing:

- The acceptance testing is jointly executed between CelPlan and Customer’s staff to test each system component and functionality creating an eventual punch list that needs to be resolved by CelPlan ASAP. Once the pending items on the punch list are resolved, the project is completed and delivered to the Customer for normal operation along with all related documentation.

3.6.2 As-Built Documentation:

- Provide detailed as-built documentation, including network diagrams, equipment inventories, and configuration settings, to facilitate future maintenance and upgrades. The as-built documentation will serve as a valuable reference for future system modifications and troubleshooting. This documentation ensures that the city has a clear and accurate record of the installed system.

3.6.3 System Documentation:

- Deliver comprehensive system documentation and user guides, covering all aspects of system operation, maintenance, and troubleshooting. The system documentation will empower city staff to operate and maintain the system independently. This documentation promotes knowledge transfer and self-sufficiency, reducing the city's reliance on external support.

3.6.4 Milestone for Payment: Completion (10%)

- This milestone triggers the final payment upon successful completion of all project deliverables, including acceptance testing and documentation. It signifies the official handover of the system to the city.

3.7 Project Management

3.7.1 Dedicated Project Manager:

- Assign a dedicated project manager to oversee all aspects of the project, ensuring effective communication, coordination, and timely execution of tasks. The project manager will be the primary point of contact for the city and will ensure that the project is completed on time, within budget, and to the required quality standards. The project manager's role is crucial in ensuring the project's overall success and maintaining alignment with the city's goals and expectations.

3.7.2 Progress Reporting:

- Provide regular status reports to the city, detailing project progress, milestones achieved, and any potential issues or risks. The project manager will provide transparent and timely updates to the city, ensuring they are informed of the project's status and any potential challenges. Regular progress reporting fosters trust and transparency, keeping the city engaged and informed throughout the project lifecycle.

3.7.3 Project Meetings:

- Conduct regular project meetings with city representatives to discuss progress, address any concerns, and ensure alignment with project objectives and timelines. The project meetings will foster collaboration and ensure that the project remains on track and meets the city's evolving needs. These meetings provide a forum for open communication and collaboration, ensuring that the project stays aligned with the city's vision.

3.8 Ongoing Support

3.8.1 Warranty:

- Provide a one-year warranty on all installed equipment, covering any defects in materials or workmanship. The warranty will give the city peace of mind, knowing that any issues with the equipment will be addressed promptly. This warranty demonstrates the commitment to quality and provides assurance to the city that the system will be supported in the initial period after deployment.

3.8.2 Technical Support:

- Offer 24/7 technical support services to address any system issues or user inquiries promptly. The 24/7 technical support will ensure that any problems are resolved quickly, minimizing system downtime and disruptions. This ongoing support ensures that the city has access to expert assistance whenever needed, maximizing system uptime and user satisfaction.

3.8.3 Preventative Maintenance:

- Conduct regular preventative maintenance visits to ensure optimal system performance and identify any potential problems before they cause disruptions. Preventative maintenance will help to identify and address potential issues before they escalate, reducing the risk of system failures and costly repairs. This proactive approach to maintenance helps to extend the system's lifespan and ensure its continued reliability.

3.8.4 Software Updates:

- Provide software updates and patches as needed to address security vulnerabilities, improve system functionality, and enhance performance. Regular software updates will help to protect the system from cyber threats and ensure it continues to meet the city's evolving needs. This ongoing support ensures that the system remains secure and up to date with the latest technological advancements.

3.8.5 Milestone for Payment: Maintenance and Support - Annual (100%)

- This milestone triggers annual payments for ongoing maintenance and support services, ensuring the system's continued operation and optimal performance. This payment structure aligns the vendor's interests with the city's, incentivizing them to provide high-quality support and maintenance to ensure the system's longevity.

3.9 Final Project Report

3.9.1 Work Summary:

- Document all completed work, including a detailed description of the installed camera system, network infrastructure, and VMS configuration. The final project report will serve as a valuable reference for the city, documenting the project's scope, deliverables, and achievements. This documentation provides a comprehensive record of the project for future reference and audits.

3.9.2 Equipment Inventory:

- Provide a comprehensive inventory of all installed equipment, including make, model, serial number, and location. The equipment inventory will facilitate future maintenance, upgrades, and replacements. This inventory ensures that the city has a clear and organized record of its assets.

3.9.4 Performance Metrics:

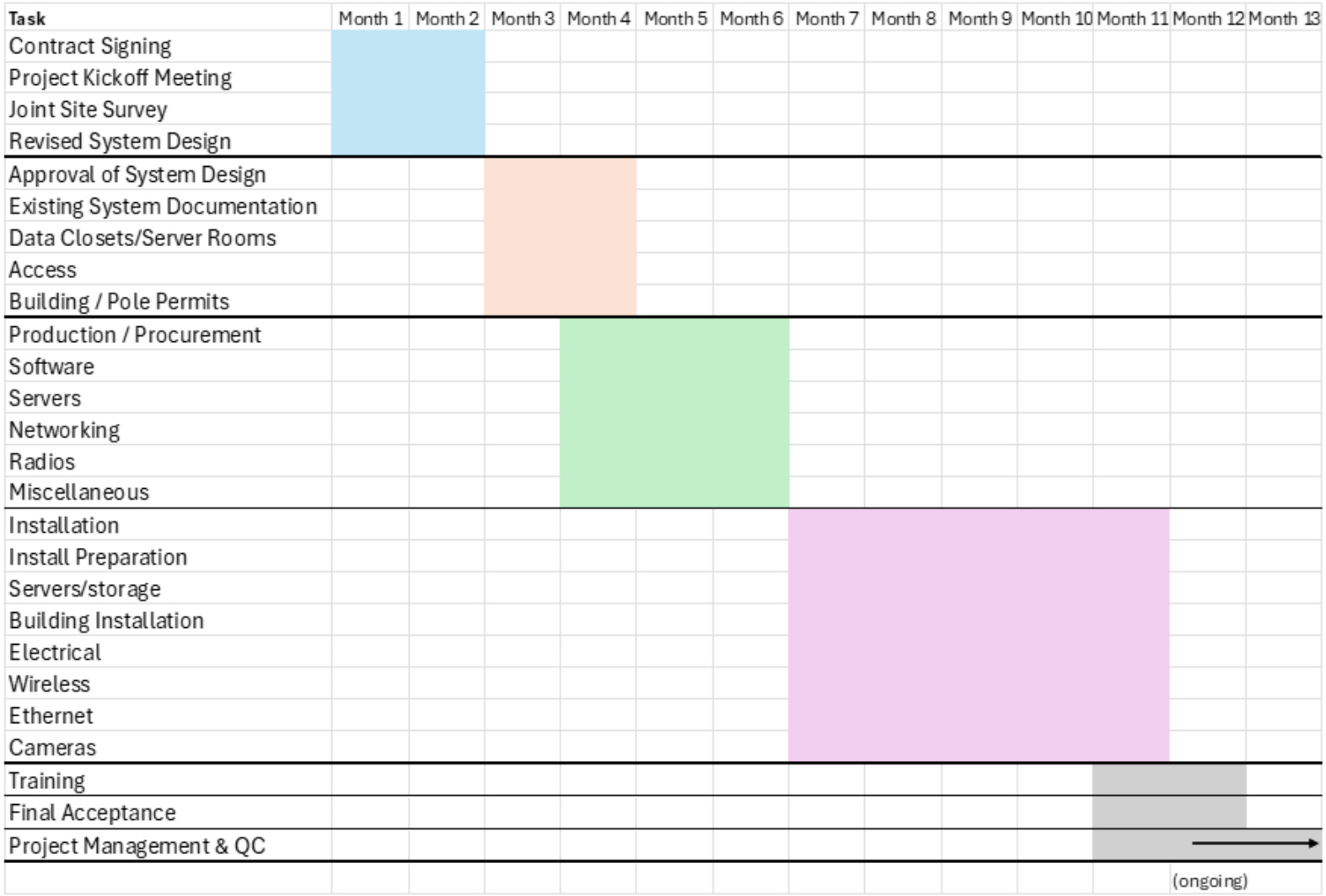
- Summarize the results of acceptance testing and provide system performance metrics to demonstrate the effectiveness and reliability of the new VMS solution. The performance metrics will provide evidence of the system's effectiveness in meeting the city's security and surveillance objectives. This reporting helps to quantify the project's success and demonstrate the value delivered to the city.

This project scope of work outlines the key deliverables and responsibilities for the successful implementation of the City of Redlands' VMS replacement project. The project aims to provide a unified, reliable, and user-friendly video surveillance solution that enhances public safety, improves incident response, and supports future integration with an access control system. The project will be executed in accordance with industry best practices and project management principles, ensuring timely completion, cost-effectiveness, and high-quality deliverables.

The proposed solution will leverage the Genetec Security Center platform, incorporating the Omnicast VMS for video management and the Synergis system for future access control integration. The wireless network infrastructure will be built using Cambium PMP 450v and Mimosa radios, providing high-bandwidth and reliable connectivity. New Dell servers will be deployed to host the VMS software and store video data. The project will replace 100% of the existing wireless network and up to 30% of the existing cameras, ensuring compatibility and optimal performance with the new VMS solution.

EXHIBIT "B"
PROJECT SCHEDULE

Find below an initial project schedule describing the expected timeline for each task during project implementation. During project review, a detailed schedule shall be created incorporating the sequence and priority of implementation based on the Customer's requirements.



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EXHIBIT "C"

SCHEDULE OF VALUES

Find below the schedule of values during project implementation and maintenance and support phases. Note that the payment dates are tied to project completion milestones as illustrated on the Project Schedule in Exhibit B:

Total project price:

Table 1 Project Implementation

Project Implementation and Maintenance Year 1

Description	Itemization	Amounts
Materials (taxable)		**$534,339.69**
	Cameras	$132,992.62
	Infrastructure	$401,347.07
Materials (non-taxable)		**$61,740.06**
	Software	$61,740.06
Professional Services		**$313,030.26**
	Design/Engineering	$36,639.00
	Installation	$195,195.36
	Installation Cost	$77,044.65
	Project Management Cost	$4,151.25
MSP Y1		**$208,820.81**
Tax		**$40,075.48**
Total		**$1,158,006.29**

Maintenance and Support Subsequent Years

Description	Amounts
Materials (non-taxable)	$12,489.46
MSP	$219,261.85
Total Annual Subsequent Years	**$231,751.31**

Table 2 Schedule of Values

Project Implementation and Maintenance Year 1							
Milestone	**Description**	**Percentage**	Materials (taxable)	Materials (non-taxable)	Professional Services	Tax	**Total**
M1	Contract Signature/Design Review	30%	$160,301.91	$18,522.02	$93,909.08	$12,022.64	**$284,755.64**
M2	Equipment Delivery	20%	$106,867.94	$12,348.01	$62,606.05	$8,015.10	**$189,837.10**
M3	Start of Installation	20%	$106,867.94	$12,348.01	$62,606.05	$8,015.10	**$189,837.10**
M4	Training	20%	$106,867.94	$12,348.01	$62,606.05	$8,015.10	**$189,837.10**
M5	Completion	10%	$53,433.97	$6,174.01	$31,303.03	$4,007.55	**$94,918.55**
MSP Y1	Maintenance and Support - Annual	100%	$0.00	$0.00	$208,820.81	$0.00	**$208,820.81**
Total				**$1,158,006.29**			

Maintenance and Support Subsequent Years

Milestone	**Description**	**Percentage**	Materials (taxable)	Materials (non-taxable)	Professional Services	Tax	**Total**
MSP Y2	Maintenance and Support - Annual	100%	$0.00	$12,489.46	$219,261.85	$0.00	**$231,751.31**
MSP Y3	Maintenance and Support - Annual	100%	$0.00	$12,489.46	$228,531.90	$0.00	**$241,021.36**
MSP Y4	Maintenance and Support - Annual	100%	$0.00	$12,489.46	$234,557.44	0.00	**$247,046.90**
MSP Y5	Maintenance and Support - Annual	100%	$0.00	$12,489.46	$240,733.61	0.00	**$253,223.07**

Notes on Pricing:

1. Validity: This proposal is valid for 180 days from the due date of the proposal.

2. Payment Terms: Proposal pricing is based on CelPlan's standard payment terms (Net 30) as follows:

   a. 30% upon Contract Signature/Design Review
   b. 20% upon Equipment Delivery
   c. 20% at the Start of Installation
   d. 20% upon Training
   e. 10% upon Completion
   f. 100% of Annual Maintenance and Support

3. Charges: Services, maintenance, and software charges (including applicable taxes) are based on items provided as part of the baseline proposal. Charges may need to be adjusted based on selected options, if applicable.

4. Assumptions: The statement of work and assumptions outlined in this proposal apply to this offer; any changes to these assumptions may impact the price or offer accordingly.

5. Equipment Counts and Installation: Final equipment counts, and installation services will be determined jointly with the customer during the design review.

6. Customer-Provided Equipment: Workstations and monitors will be provided and configured by the customer.

7. Warranty: The entire system includes standard and extended equipment manufacturer's warranty. An optional Maintenance Support Plan can be offered and acquired by the customer, limited to parts provided by CelPlan Technologies for the purchased period.

8. Maintenance Support Plan (MSP): The MSP is an end-to-end service that includes troubleshooting, labor, parts, and equipment needed to keep the system operational.

9. The MSP is offered as a Maintenance and Support line item on the pricing form.

10. Remote Access Requirement: The maintenance and support terms, including the proposed price, assume that CelPlan will have remote access to troubleshoot all systems. This is a mandatory requirement.

11. Liability Disclaimer: CelPlan will not take any responsibility for damage due to misuse, mishandling, accidents, purposely inflicted damage, vandalism, natural disasters, etc., from the time of delivery to the customer site, regardless of system acceptance. The customer is responsible for appropriate insurance or repair/replacement costs. CelPlan will charge the customer for any repair and/or replacement components, and associated services.

EXHIBIT "D"
EXCLUSIONS

6 Exclusions

6.1 Exclusions and Additional Terms:

- **Equipment Damages:** Any damages to equipment are not covered.
- **Permits:** The cost of permits is not covered under this proposal.
- **Project Delays:** Delays outside of the vendor's control are not covered and will be charged on an hourly basis.

6.2 Maintenance and Support Plan (MSP) Exclusions:

- **Non-CelPlan Components:** For any issues reported that do not pertain to CelPlan-provided components or equipment maintained by CelPlan, the Customer will be charged at standard or overtime hourly rates, with a minimum charge of four (4) hours.

- **Exclusions from Maintenance:** The scope of maintenance services excludes damage or loss resulting from natural disasters, weather-related events, accidents, theft, intentional damage, lightning, vandalism, electrical services, and the installation of pole hardware.

- **Liability Disclaimer:** CelPlan disclaims any liability for damage resulting from misuse, mishandling, accidents, intentional acts, vandalism, natural disasters, or other causes from the time of notice of completion of services. The Customer is fully responsible for the cost of appropriate insurance coverage and any repair or replacement expenses. CelPlan will invoice the Customer for the cost of repair and/or replacement components, as well as associated services.

6.3 System Assumptions:

- The system design assumes the reuse of existing network components and other city infrastructure that were originally part of the security network or city network. This assumption is made to optimize resources and reduce costs for the city by avoiding the purchase of new equipment. Any equipment that is currently in place and can be effectively reused is expected to be available and in working condition. If the existing equipment cannot be reused, additional costs for new resources may be incurred.

7 Standard Support Terms, Structure and Procedure

7.1 Maintenance and Support Terms

7.1.1 Maintenance Plan Summary

Celplan's Standard Comprehensive Maintenance and Support Plan includes the following main features:

- Warranty of all CelPlan-provided equipment during maintenance period
- On-site (corrective) services
- Complete technical support service for all maintenance activities (phone calls, emails, visits, repairs, equipment rentals)
- Replacement parts
- Maintenance of local spares (at discretion of CelPlan)
- Preventative maintenance (inspection, cleaning)
- Software patches and upgrades (if applicable)
- Remote network health monitoring and diagnostics services (based on availability of VPN and suitable remote access)

7.1.2 Preventative Maintenance

CelPlan will perform weekly remote monitoring and diagnostics of the network to assure overall systems health (including verification of system bandwidth, redundant component failures - such as hard-drives, switches, power supply units, and UPS). If problems are detected, CelPlan will create a case number and report the Customer about the detected problem, and our resolution plan.

Secondly, CelPlan shall also perform periodic (annual at minimum) system field checks. Additionally, once per year, CelPlan shall perform a camera (lens) cleaning service for the CelPlan provided outdoor cameras.

CelPlan shall perform Software/Firmware updates on all components as required (semi-annually at minimum, if applicable).

7.1.3 Problem Reporting

A 24x7 customer service number and email address are available to report issues and create incident tickets. Detailed problem reporting procedure will be provided to the Customer at contract signature.

7.1.4 Problem Resolution Tracking

Based on received problem report, a case number will be assigned to the incident reported for mutual tracking purposes, with an acknowledgement provided to the Customer's assigned points of contact. Upon problem acknowledgement, the problem level will be assessed, upon which a resolution plan will be defined, and communicated to the Customer. Upon problem resolution, a notification of problem closure will be provided to assigned points of contact with the Customer.

7.1.5 Problem Definition

Using a tiered problem structure, we recognize three major categories of problems as follows:

- **Level 1**: Emergency problems, including overall network outage or server outage, and backhaul outage.
- **Level 2**: Problems affecting a portion of the network, with lack of access to camera(s).
- **Level 3**: Minor problems, affecting one camera unit, or a servicing requirement that does not immediately affect operation (such as failures in redundant components of the network).

7.1.6 Response Time

Adjusted to the problem level, the following standard response time targets are provided. In addition, case by case, CelPlan will collaborate as much as possible to adjust the response time to specific Customer needs in terms problem resolution and response time.

- **Level 1**: CelPlan targets to start on-line / remote diagnostics and resolution services within 4 business hours from problem reporting. In parallel, if required, CelPlan targets to mobilize the field team to target 24 business hour resolution.
- **Level 2**: CelPlan targets to start on-line / remote diagnostics and resolution services within 8 business hours from problem reporting. In parallel, if required, CelPlan targets to mobilize the field team and resolve within the next 2 business days.
- **Level 3**: CelPlan will provide problem acknowledgement within 8 business hours, and targets to start on- line / remote diagnostics and resolution services within 2 business days from problem reporting. In parallel, if required, CelPlan targets to mobilize the field team within 4 business days.
- **Level 4**: Third party related interruptions. Resolution time shall be identified on a case-by case basis.

7.1.7 Escalation Procedure

In addition to the standard support structure, CelPlan provides a (multi-tier) reporting escalation procedure to provide flexibility for specific cases, and immediately address problems or concerns regarding maintenance.

7.1.8 Spares and Equipment Replacement

Several spare items may be maintained locally or proximity of maintained site(s) at CelPlan's discretion.

7.1.9 Exceptions

For any reported problems not pertaining to CelPlan provided components or CelPlan maintained equipment the customers will be charged standard / overtime hourly rates with minimum 4-hour charge.

Maintenance excludes natural disasters, weather related damages, accidents, theft, inflicted damages, lightning, and vandalism.

CelPlan will not take any responsibility for damage due to misuse, mishandling, accidents, purposely inflicted damage, vandalism, natural disaster, etc., from time of notice of completion. The Customer will be responsible for cost or provisioning of appropriate insurance or repair/replacement costs. We will charge the Customer for the repair and/or replacement components, and associated services.

7.2 Procedure

Call support phone number(s) (see page 3) to explain the problem (during business hours). Depending on importance/urgency, 1st tier and/or 2nd tier number(s) can be used. (Leaving message is optional.)

In case the phone is not answered or outside of business hours, always immediately send an

e-mail to wi4netsupport@celplan.com to describe the problem.

CelPlan targets to acknowledge receipt of the request with a phone call and/or email within the subsequent 4 business hours.

CelPlan to provide a status update and plan for resolution within 24 hours.

CelPlan or partner field personnel will notify the monitoring staff (by phone) before field visits to notify such visit. Once the resolution is achieved, CelPlan will provide a phone call or email in order to provide the completion status.

In situations where vandalism is suspected and/or reported, the procedure is for our field team to remove the parts and send them to the manufacturer for full assessment and then based on their report a recommendation (and eventual quote) is sent to the customer where an approval is required for CelPlan's team to replace/reinstall components or complete nodes.

7.2 CelPlan Support

Main CelPlan support line is available 24/7:

- Phone numbers: (877)840-0734 or (703)259-4040
- Email address: wi4netsupport@celplan.com

7.3 CelPlan Escalation Procedure

For emergencies and report of structural support problems, the following additional CelPlan contacts are provided: Paulo Leite (COO): (703)259-4025 / paulo@celplan.com

Leonhard Korowajczuk (CEO/CTO): (703)259-4022 / leonhard@celplan.com

EXHIBIT "F"
GENETEC GLOBAL & PRIVACY POLICY

7.4 Genetec Global Privacy

At Genetec, we are committed to protecting our customers' personal data. This document will help you understand how we collect, manage and use their and their users' personal data as part of our provision of our products and services to you.

In essence, we (Genetec Inc., together with our affiliates, licensors, partners and contractors, including their respective successors and assigns, referred to as "**Genetec**", "**we**", "**us**" or "**our**") need to collect certain personal data about our customer (either you as an individual, or the legal entity that you represent, or for the benefit of which you are agreeing to these terms and have the full power and authority to bind contractually, as applicable; referred to as "Customer", "you", "your" or "yours") in order to be able to provide such Customer and/or its employees or other authorized users acting on its behalf (each a "user") with our products. We promise to work hard to preserve the integrity and the security of Customer's information (including that of its users) under our control. We will only use Customer's data in a manner consistent with this privacy policy, and will not share it with anyone for any other purpose.
In this document, the expression "**personal data**" means any information relating to an identified or an identifiable natural person. Such information may include, for example, the person's name, address, contact information (such as telephone numbers or email addresses), age, and gender. We further use the term "product" to refer to any product, service, solution or other offering made available by Genetec.

WE STRONGLY ENCOURAGE YOU TO CAREFULLY READ THIS DOCUMENT. YOUR (INCLUDING YOUR USERS') USE OF OUR PRODUCTS WILL MEAN THAT YOU ARE AWARE OF THE COLLECTION, STORAGE, USE AND DISCLOSURE OF PERSONAL DATA IN THE MANNER DESCRIBED IN THIS DOCUMENT.

1. **Why we need to collect personal data**

We need to collect certain personal data to better understand Customer's needs and preferences, and to provide our products to Customer and its users. Additionally, we may rely on such personal data to contact Customer regarding Customer's Genetec™ account, upcoming changes, improvements, software updates and upgrades, as well as to improve the effectiveness of our offerings, to conduct research, analysis and other business activities, as further explained in this privacy policy. In any event, the personal data will not be used, made available or otherwise disclosed for purposes other than those specified herein, unless we obtain Customer's prior approval or are required to do so by law.

2. **What kind of personal data may be concerned**

General
We make available a variety of products, any combination of which may be procured by Customer. Consequently, the scope and nature of information collected by us varies based on the products used by Customer. In any case, we access and collect personal data only to the extent necessary to ensure that Customer can access and use the products that it has procured. We may further collect information to identify and associate Customer with its Genetec account. This includes Customer's name, contact information, including mailing address, email addresses of certain users entitled to access and use the products for or on behalf of Customer, as well as other unique identifiers attributed to Customer (including its users) by us or by other service provider, as the case may be.

Additionally, we may collect and store personal data that Customer (including its users) chooses to provide to us, at its sole discretion, without us requiring it to do so. This may occur, for example, where you

disclose certain personal data to us when you contact us, or when you choose to store certain personal data in our products as part of your use of such offerings.
Please refer to relevant product privacy sheets for more information on the personal data that is collected and processed by us in relation to such product.

Personal data collected in relation to our products

Generally, our products may be grouped in four categories: on-premise software, cloud services, hybrid products and mobile applications. Below, you will find an overview of the type of information that may be collected and processed by us in relation to your use of our products. However, we encourage you to refer to the relevant product privacy sheet to better understand what information may be collected and processed by us in relation to your use of such product.

The first category combines our software products that are installed on infrastructure provided by or on behalf of Customer. In these cases, all personal data remains stored in the Customer's systems, and will not be shared with Genetec. Customer may, however, for its convenience, choose to enable the automated modules – known as the Genetec Update Service (GUS) and the System Availability Monitor (SAM) – which would respectively allow Customer, among other things, to receive automated software and firmware updates, security notifications, and other relevant nonmarketing content, and monitor the status of their physical security infrastructure. These modules, when enabled, will monitor and send to our systems information pertaining to the configuration, status and health of software and hardware associated with your installation of our on-premise products.

The second category groups cloud products that are hosted on systems made available by us. The extent of personal data that may be collected and processed by us as part of our cloud products will vary based on the type of cloud product being used.

Our hybrid products category represents products that are generally installed on infrastructure provided by or on behalf of Customer (with all of the personal data being hosted on-premise, as outlined above), but additionally require an internet connection to ensure that Customer holds a valid subscription to use such hybrid product.

We may also make available certain mobile applications to Customer in relation to its use of our products. Generally, our mobile applications are an extension of Customer's other Genetec products. Our mobile applications only collect and send to our systems a limited set of information, which includes hardware and operating system information, web browser version, certain anonymous usage data, as well as the mobile device's geographic location. All other information remains stored on the mobile device or in the relevant Genetec product.

Personal data collected in relation to Customer accounts
When you create a customer account with us in association with any Genetec product, we will require you to submit to us certain personal data to identify you (including your users) as the holder of such customer account, but also to protect information associated with your customer account from unauthorized disclosure. Such personal data may include, but is not limited to, Customer full name, user full name, address, contact information, you Genetec account username and password. It is your responsibility to provide all necessary information to and obtain all relevant approvals and consents from all your users in relation to their access and use of our products.
Personal data collected in relation to support services

When Customer contacts us, whether by phone, chat, email, through our websites or otherwise, we may keep a record of such communications to help solve issues that Customer might be dealing with, but also for training, quality assurance and statistical purposes, as well as to improve our products. Please note that we may aggregate personal data to generate various performance, analytical and statistical data, as well as to develop new products. When we do so, we ensure that such information becomes anonymized and may no longer be associated with an identifiable individual.

Personal data collected via our websites

When you visit our websites, we may collect certain information automatically from your device. In some countries, including countries in the European Economic Area, this information may be considered personal data under applicable data protection laws. Specifically, the information we collect automatically may include information like your IP address, device type, unique device identification numbers, browser-type, preferences, broad geographic location (e.g. country or city-level location) and other technical information. We may also collect information about how your device has interacted with our Website, including the pages accessed and links clicked. Collecting this information enables us to better understand the visitors who come to our website, where they come from, and what content on our website is of interest to them. We use this information for our internal analytics purposes and to improve the quality and relevance of our website to our visitors.

Some of this information may be collected using cookies and similar tracking technology (collectively, "**Cookies**"). We use cookies to collect and use personal data about you. For further information about the types of Cookies we use, why, and how you can control Cookies, please see our Cookie Notice.

3. **Who may have access to personal data**

At Genetec, we recognize and respect the importance of protecting our customer's personal data. Keeping personal data in strict confidence is a core part of our commitment to service excellence. We do not sell or rent any personal data to any third party. However, to provide Customer with our products, we may share Customer's personal data with our affiliated companies, parent entities and subsidiaries, for internal business purposes, as well as with our partners acting on our behalf in relation to the provision of such products.

As many other service providers, we use third party partners' help in some aspects of our business operations, which, in some cases, involves processing or handling of Customer's personal data. However, before we do so, we take appropriate measures to safeguard personal data, and to ensure that it is used only in a manner consistent with this privacy policy.

These measures also include protecting personal data within our organization. Such information may only be accessible by those employees, agents, representatives and contractors of Genetec who need to know such information as part of their duties. We further ensure that our employees, agents, representatives and contractors perform their duties in a way compatible with the terms and conditions described in this document.
We may be required to disclose information that we have on Customer and its users (including its and their personal data) to governing and law enforcement authorities, including where required by law, a court order, or by other legal obligations that we may have in any jurisdiction.

4. **How we protect personal data**

We work diligently to maintain administrative, technical and physical controls consistent with industry best practices to protect Customer's personal data against unauthorized access or use. We leverage industry-leading technologies, including server authentication and data encryption, to protect personal data during transit over the internet and at rest.

5. **Where personal data may be processed**

While our global headquarters are based in Montreal, Canada, Genetec, together with our partners and affiliated companies, operate in various locations worldwide. As a result, we may store or otherwise process personal data in many places around the world, including outside the state, province or country where Customer is located, in which case personal data may become subject to foreign laws, and, therefore, may be available to the governing authorities under local laws and regulations. We will use various legal and contractual means to ensure that data transfers are done in compliance with applicable laws and industry best practices.

In certain cases, we may enable Customer to choose the location of data centers where we will store Customer's personal data. Please note that the availability of choice of data center locations varies based on the product, as well as on Customer's geographical location.

If Customer is a resident of the European Union (EU) or the European Economic Area (EEA), we make sure that his/her personal data is transferred to third countries outside the EU/EEA that are deemed "adequate" by the European Commission (a list of adequate countries is available here). Alternatively, where your personal data is not sent to a country that provides adequate protection, we will put in place appropriate safeguards to ensure that your personal data remains protected while it is being processed outside the EU/EEA in accordance with applicable privacy laws. These appropriate safeguards may include signing the European Commission's Standard Contractual Clauses with the group entity, third party service provider or partner outside the EU/EEA with whom we share your personal data. For further information about transfers of personal data, please refer to the "How to contact us" section below.

6. **Keeping personal data accurate and up-to-date**

We rely considerably on your personal data to ensure that we provide Customer with the best possible experience. It is, therefore, important that your personal data available to us remains up to date. As such, if you notice that the information that we have on Customer in our files is no longer accurate or is incomplete, we strongly encourage you to contact us with the most current information. Not doing so may, in some cases, affect our capacity to deliver to our products. Note that before updating Customer's personal data, we may ask you to verify your identity before we can act on the request.

7. **Retention of personal data**

Customer's personal data will be stored in accordance with our retention policies and processes. We will keep Customer's information only for as long as it is necessary for us to fulfill our obligations. Thereafter, we will put necessary efforts to permanently dispose of your personal data, unless we are required to keep it for legitimate business or legal purposes.

8. **Legal basis for processing personal data**

The legal basis for collecting and using the personal data described above will depend on the personal data concerned and the specific context in which we collect it. However, we will normally collect personal data from you only where we have your consent to do so, where we need the personal data to perform a contract with you or to comply with applicable laws, or where the processing is in our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms.

If we ask you to provide personal data to comply with a legal requirement or to perform a contact with you, we will make this clear at the relevant time and advise you whether the provision of your personal data is mandatory or not (as well as of the possible consequences if you do not provide your personal data).

Similarly, if we collect and use your personal data in reliance on our legitimate interests (or those of any third party), we will make clear to you at the relevant time what those legitimate interests are.

In other situations, Customer (including its users) must always give us clear consent for the collection, use and processing of personal data in order for us to do so. This can be done in several ways, for example, by phone, chat, email, by click of a button, or other similar means.

Occasionally, a Customer may give us access to, or provide us with, additional personal data which may be necessary to enable us to provide our products to Customer. This may, for example, happen when Customer chooses to enable a relevant feature in a product. In such case, we will treat such personal data in accordance with the terms of this privacy policy and the applicable laws.

When Customer procures or uses our products, Customer acknowledges and agrees that Customer has the necessary authority and all relevant consents (including those that may be required from its uses) to transfer such personal data to us, and allow us to treat such personal data in accordance with this privacy policy.

9. **Minors**

The products that we provide are not intended for individuals below the age of 18. If you are under 18, please do not provide your personal information to us.

10. **Openness and accountability**

Within Genetec, our privacy team is responsible for our security and privacy-related matters, including the application of this privacy policy. He and his team oversee training of our staff to ensure security compliance and to raise privacy awareness. Security, transparency and integrity are among the key values at Genetec. We will gladly answer any questions or concerns that you may have with respect to your privacy or the security of your personal data, or if they wish to request a correction of your personal data in our custody or control. Please do not hesitate to reach us by visiting the “contact us” section of our website.

11. **Your data protection rights**

You have the right to request access to, and obtain a copy of, your personal data. You may also request that any personal data that is inaccurate or incomplete be rectified or completed. Note however that, in some cases, we may not be able to provide you access to your personal data. This may occur when providing such access would be likely to impact the privacy or the security of a third party, or for other valid reasons in accordance with applicable laws. In these events, we will advise you in writing of the grounds of our decision.

Under certain legal conditions (for example, where the personal data is no longer needed to achieve the purposes for which the information was initially collected) you may request that your personal data be erased. In addition, you may object to the processing of your personal data, ask us to restrict processing of your personal data or request portability of your personal data under certain legal conditions.

In situations, other than those outlined above in this section, where the processing of your personal data is based on your consent, you have the right to withdraw your consent at any time. Please note, however, that withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal data conducted in reliance on other lawful processing grounds (such in relation to your account or use of your products under a contract).

You also have the right to opt-out of electronic marketing communications that we may send you at any time and free of charge. You may exercise this right by clicking on the "unsubscribe", "opt-out" or other similar links in the marketing e-mails that we may send you. To opt-out of other forms of marketing (such as postal marketing or telemarketing), please contact us using the contact details provided under the "How to contact us" heading below. However, we may still contact you using your contact information for example to share important technical or functional information relating to your account or use of our products.

If we are unable to resolve an issue to your satisfaction, you may choose to request assistance from, or submit a complaint to, the privacy authorities, such as the Privacy Commissioner of Canada, who may be contacted at 1-800-282-1376

You may exercise any of the rights described above at any time by contacting us as described under the "How to contact us" section below. We will respond to your request in accordance with applicable data protection laws.

12. **How to contact us**

If you have any questions, concerns or complaints about this privacy policy, or the way we process your personal data, or if you want to exercise your rights as described above, please contact our Data Protection Officer and our privacy team by email at privacy@genetec.com, or by postal mail at the following address: 2280 AlfredNobel Blvd., Suite 400, Montreal, QC, H4S 2A4, Canada. .

13. **Updates to this privacy policy**

Continuous improvement of our products is key to our goal to providing our customers with the most innovative and relevant solutions. We, therefore, continuously implement new technologies and improving our processes, software and services, which may require us to update this privacy policy from time to time, without prior notice. However, if we make any major changes to our privacy practices, we will publish a relevant notice on our corporate website.

The revised version of this document terms will take effect as soon as it is made available on our website with regards to all new customers. If any revision to this policy outlines any material changes to the way that we use or otherwise process any personal data, we will provide a more prominent notice.
Where applicable, we will also provide Customer with instructions on how to opt in to or opt out from our new products, or communications. Note that some aspects of our products may not be available to Customer if Customer chooses to opt out from certain communications.

This privacy policy has been last updated on December 4, 2019. Please note that this version takes into account the provisions of Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

7.5 Genetec Privacy Policy

Product Privacy Sheet - Genetec™ Security Center

This document is a supplement to the Genetec Privacy Policy and applies to the following Genetec product: Genetec™ Security Center.

December 4, 2019

This document is a supplement to the Genetec Global Policy available above (Section 7.4) and applies to the following Genetec Product (the "Product"): Genetec™ Security Center.

Overview

As part of your use of the Product, you (either you as an individual, or the legal entity that you represent, as applicable; referred to as "you", "your" or "yours"), or your users, may upload, receive or generate certain information or data ("Data"). This document outlines what type of Data is concerned and to what extent Genetec (also referred to as "we", "us" or "our") may access, store, use or otherwise process (referred to as "processing", "process" or other similar words) your Data.

Deployment environment

Please keep in mind that the Product deployment environment may impact the scope of Data processing. It is therefore essential to determine how the Product will be deployed in order to fully understand the implications of Data access.

The deployment in a "Local Environment" means that the Product is deployed in an infrastructure not provided by Genetec, all Data is stored in the data hosting systems and servers provided by you and is not made available to Genetec except as outlined in this document.

The deployment in a "Cloud Environment" means that the Product is deployed in the hosting environment provided by Genetec (and hosted by Microsoft Azure in its secure Azure data centers). The environment will normally contain the data of other Genetec customers, but each customer's respective Data is logically segregated so that no one single customer may see or access other customers' Data. Your Data will not be visible to any other customer using their instance of the Product from the same Cloud Environment.

When the Product is provided in a combination of a Cloud Environment and a Local Environment, we refer to such deployment as a Hybrid Environment. In these cases, the accessibility of the Data will vary according to the design of the deployed Product. Please refer to the description of Data use cases above to determine how such Data will be processed by us.

What type of Data will be captured by the

Product? Common components

Directory

The Security Center Director ("Directory") is the component of the Product that manages all system configurations, settings and other Data listed below, which will all remain in the Product until it is deleted.

User Data: The Directory is responsible for the authentication of all user connections and, as such, will capture user identifiers to uniquely identify authorized users. This includes their name, e-mail address, and contact information that is configured in the Product. Additionally, the Product keeps a record of all user activities as part of its audit trail, which may also include changes to the system configuration made by each

user. By default, this Data is stored for a period of 90 days, but you may disable its capture.

Usage Data: The Directory captures certain non-personal statistical and usage Data, such as the user action type, the type of capture (manual or automatic), and so forth. Usage Data does not contain any of your personal or confidential Data.

System configuration: Various Data regarding your configuration settings will be captured by the Product through the Directory, such as the operating system language used, your Product identification, the version of the Genetec products installed on your device, and so forth.

GUS and SAM

The Product includes two connected services that you may enable at your discretion: GUS and SAM.

The first, the Genetec Update Service (GUS), enables you to update your Product when a new release becomes available to you. Among other things, GUS allows you to receive automated software and firmware updates, security notifications and other relevant non marketing content. To do so, GUS collects Data about your system usage, comprised of directories, roles, units, entities that you have in your security system and their availability (up and down times), which does not contain any personal information.

The second, the System Availability Monitor (SAM), allows your system administrators (which may include your system integrator) to have a general overview of the status and availability of any security systems connected to the Product. To do so, SAM will use the same Data as collected by GUS to compile statistics on the availability and health of the Product, such as the uptime percentage, the average time between errors and the average time an entity takes to come back online. SAM requires an active subscription to Genetec Advantage program to operate.

To facilitate proactive support and improve communication, GUS and SAM are configured to allow Genetec to receive Data described above by default. You may choose to enable GUS and SAM on an anonymous basis, meaning that all the Data submitted to Genetec will be kept in an aggregate manner with the like Data from other Genetec customers and we will not be able to identify you as the source of such Data. You may also select to disable GUS and SAM, in which case no Data will be collected. Please note, however, that these last two options might limit some of the respective service's capabilities.

Optional components

As the Product is a modular platform, you need to obtain a license to use one or more of its optional components to fully leverage the capabilities of the Product. The Data collected by the Product will vary depending on the component covered by your license, as described below.

Omnicast™

Omnicast™ is our video management system, the core function of which is to record and enable you to manage video footage from your connected cameras. Omnicast™ is only available for deployment in Local Environments and, as such, none of the Data listed below will be made available to Genetec.

Video recording and metadata: The Product captures video recording from each camera enrolled in the Product, including the associated metadata, including timestamps, geolocation, and so forth.

Device Data: The Product will also capture Data on the connected cameras, such as their respective name and model. This information will also be used by the Product to recommend and make available to you firmware updates available for such cameras, where the feature is supported.

AutoVu™

AutoVu™ is our automatic license plate recognition system. AutoVu™ works natively with our AutoVu™ Sharp cameras. These cameras are designed to capture relevant Data allowing you to use them with AutoVu™, Genetec Patroller™ and/or Genetec Motoscan™ systems. To provide protection against system or network failures, these devices are designed to capture, and store internally, license plate identification, images and metadata (including timestamps and the geolocation) until such Data is offloaded.

Below is a list of the Data collected and stored as part of your use of AutoVu™, irrespective of the infrastructure in which you deploy the Product. AutoVu™ systems are available for deployments in Local, Cloud or Hybrid Environments. Additionally, the Data collected as described below is stored according to the retention periods you define, which may vary depending on the type of Data.

License plate identification: The Product will capture and recognise all license plate identification to enable you to geographically locate the vehicle identified using the Product. This includes the license plate number and the state / province / country of issuance.

Images and metadata: The Product further captures images of a vehicle identified using the Product, as well as the associated image metadata, such as the vehicle's make and model, its speed, relative motion and the like. This may include images of the license plate of the vehicle, the vehicle itself and images of the surrounding areas, which may include images of individuals passing by at the time the images were captured.

Device Data: The Product captures device Data on the AutoVu™ Sharp cameras connected to your AutoVu™ system, including the name and model of the connected cameras. The Product will further capture unique device identifiers on devices used to capture the Data of the vehicle identified using the Product, which may include unique identifiers of cameras, computers, sensors and other hardware or software used to capture and process such Data as part of the use of the Product.

Event Data: Based on your configuration of the Product, it will use the license plate identification, images and metadata (as described above), as well as the time when the captured event occurred and its geolocation to generate Data related to the event, such as parking sessions information and parking ticket transactions.

You may also choose to import additional Data into the Product, such as permit lists and hot lists. With this imported Data, you can further configure the Product to handle events to include whether a vehicle is being

looked for or not, whether a permit is valid or not, the capacity of the parking lot visited, descriptive information of vehicles you are looking for, and so forth.

Genetec Patroller™ and Genetec Motoscan™

Just like AutoVu™, Genetec Patroller™ and Genetec Motoscan™ are our specialized license plate recognition software. However, Genetec Patroller™ is intended for in vehicle deployments only, while Genetec Motoscan™ is intended for deployments on scooters and similar mobile vehicles. Genetec Patroller™ and Genetec Motoscan™ may connect to your instance of AutoVu™ but are designed to be autonomous and disconnected. Depending on your needs, you can therefore choose to store all Data locally, until offloaded into AutoVu™.

License plate Data: The Product will capture the same license plate Data as captured by AutoVu™ and described above.

Event Data: The Product will capture the same event Data as captured by AutoVu™ and described above.

Configuration settings: The Product will collect various information regarding its settings, such as whether the Product is configured for traffic or law enforcement purposes, and the version of the Genetec Patroller™ used.

IP address: Finally, the Product will share its IP address with your instance of AutoVu™, and vice-versa, to ensure that the two systems interconnect to enable you to offload your Data from Genetec Patroller™ to AutoVu™.

Synergis™

Synergis™ is our access control system and allows you to control people access and flow on your site.

Permanent users and visitor Data: To allow you to configure access rights, the Product will collect various Data about the individuals to whom you grant such access rights, whether they are permanent users (such as your employees or contractors) or visitors. This includes the first and last name of these individuals, as well as any other attributes that you choose to enter to identify a person. Depending on your choice, these custom fields may include personal Data. This Data will be stored in the Product until you decide to delete it.

Access history: The Product will collect Data regarding the access history of a permanent user or a visitor, such as the places visited, the check-in and check-out time, if an access was denied or granted and the reason for the denied access, and so forth. By default, access history Data will be kept in the Product for a period of 90 days, but you may choose a different retention period.

Device Data: To leverage the Product and associate access rights with entry points, various Data related to the devices and the physical location they control will be collected, such as the name and model of the door sensors, the name of the access control readers, the format of the access cards, the door name, the name of an area or a zone, and so forth.

Federation™

Federation™ allows you to connect multiple Security Center installation instances that you use to secure your premises into a single virtual system. Federation™ allows you to use individual instances of Security Center to view, manage and control remotely other compatible Security Center installation instances forming part of your virtual system.

Federation™ does not store any Data, but solely allows remote access and transfer of your Data between interconnected Security Center instances forming part of your security infrastructure. However, certain Data related to your federated systems will be retained in the Directory of your local Security Center system, such as the name of your connected cameras, and other non-personal Data. In the case of Synergis™, a copy of your Permanent users and visitors Data (as defined above) will also be stored in the Directory. The retention period for this Data is configured by you.

Genetec Citigraf™

Genetec Citigraf™ enables you to connect sensors and other data sources to have a centralized view of your operations. It solely allows remote access to Data from connected sources and is not designed to store any of that Data. Genetec Citigraf™ may, however, allow you to retain the geolocation and timestamps for events that you choose to track to improve event searching capabilities.

Genetec Citigraf™ is only available for deployment in Local

Environments. Genetec Mission Control™

Genetec Mission Control™ is our collaborative decision management system. Available for deployment only in Local Environments, Genetec Mission Control™ remotely accesses Data from connected sensors and security devices to guide your security team to follow your organization-specific processes when an event (such as an incident) occurs.

Genetec Mission Control™ allows remote access to Data from connected sources and is not designated to store any of that source Data.

Incident Data: To allow for efficient incident management, the Product will collect various Data related to each captured incident, including the time at which it occurred and the source of the event. This Data will be retained in the Product for a period of 90 days by default, but you may choose to define a different retention period.

Operator performance Data: You can further monitor the performance of your operators and the actions taken to resolve the incident. As such, the Product will therefore retain the time to response and the time to resolution to each incident. Plus, the Product allows you to pre-set questions to be answered by your operators and provides a section should you or your operations wish to add comments in relation to a specific incident. This Data will be retained in the Product for a period of 90 days by default, but you may choose to define a different retention period.

Sipelia™

Sipelia™ allows you to make, receive and manage session initiation protocol (SIP) based voice and video calls over a network.

Audio/Video recording and metadata: To allow you to manage your calls, either to answer them, forward them or put them on hold, the Product will capture various Data related to the calls received. This includes the audio and video recording of the call, the call start and end time, the call type, the call state, and so forth. By default, this Data will be kept for a period of 30 days, but you may choose a different retention period. The Product also allows you to solely retain video or audio content, or none, as part of your retention configuration.

Device information: The Product captures Data related to the devices connected to it, such as the name of the intercom, the intercom extension, and so forth. This Data is captured to allow you to generate reports based on your needs.

Third-Party Software and Plugins

The Product further allows you to connect to compatible third-party software, hardware and plugins in order to import Data into the Product. Therefore, depending on your configuration and these third parties' policies, your Data may be accessible to them. In this event, such access is subject to their own terms and conditions and is expressly excluded from the scope of this document.

The same applies to the various add-ons that you can procure to complement the Product, which are not covered by this document.

Data access

Your Data may be accessed only by the authorized system administrators (which may include your system integrator) and users with appropriate access privileges, as defined by you.

To the extent that you deploy the Product in a Local Environment, no Data will be made available to Genetec, except for GUS and SAM, when enabled.

To the extent that you deploy the Product in our Cloud Environment, your Data will be processed in our data centers in the manner described in this document. A limited number of our employees will have access to your Data to enable us to provide you with the service.

To that extent that Genetec provides support to you with regards to the Product, our support team will only have access to information that you submit to us as part of your support request or to which you decide to grant us access through the Product. As such, in certain cases, we may ask you to share additional

information with us to be able to respond to your request for support. Unless otherwise stated in this document, Genetec employees will not have access to your Data.

Data ownership

You will always remain the owner of your Data. You are fully responsible for the content of your Data, which includes obtaining all rights, consents, authorizations and other approvals from all relevant third parties which may be necessary for you to make available your Data to us as part of your use of the Product, and for us to process your Data in accordance with the terms of our privacy policy and this document.

This document has been last updated on December 4, 2019. The latest version of this document may be found at www.genetec.com/legal/pps-gsc. We invite you to subscribe to the legal notifications in our Email Subscription Center to, among other things, be notified of any major changes to this document.

Leonhard Korowajczuk (CEO/CTO): (703)259-4022 / leonhard@celplan.com

EXHIBIT "G"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

CELPLAN TECHNOLOGIES, INC

By:_____ Date: _____

Paulo Leite, Chief Operations Officer

City Council Meeting **K. 5.**

DATE: 10/15/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an Agreement with Tyler Technologies, Inc. for five years, for an amount not to exceed $586,526, for Software Maintenance and Support of the City's Enterprise Resource Planning System (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move that the City Council approve an agreement with Tyler Technologies, Inc. for an amount not to exceed $586,526, for software maintenance and support of the City's existing Financial Accounting and Human Resource Management System.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Tyler Technologies, Inc. for an amount not to exceed $586,526 for software maintenance and support of the City's existing financial accounting and human resource management system.

DISCUSSION:

In 2019, the City procured a new financial accounting and human resource management system from Tyler Technologies, Inc. (Tyler). Tyler's Enterprise Resource Planning (ERP) Software system includes major functions within finance administration and purchasing as well as functions within human resources. These functions include general ledger accounting, accounts payable, project & grant accounting, budgeting, purchasing, capital assets, payroll, and human capital management. The ERP system also includes content/document management, reporting & analytics, and a financial statement

builder.

Since this purchase in 2019, Tyler has provided software maintenance and support to City staff through the previous software and implementation services agreement. Payment of the annual invoice ensures access to routine software updates and technical support. Tyler's ERP has become an integral part of the everyday functions of the City of Redlands, and without such support services, the system could be rendered unusable.

As with many other software applications in use by the City, this software is proprietary. Support and maintenance services are only available from the software manufacturer, making this a sole source procurement.

The attached agreement provides for five years, with Year 1 maintenance and support fees totaling $106,146, and with Tyler contracting to not increase annual support and maintenance fees by more than five percent (5%) per year for four (4) one (1) year renewal terms. This brings the potential maximum value of the agreement to $586,526.

ALTERNATIVES:

City Council may choose to reject, modify, or table the proposed agreement. However, this agreement is recommended in order to maintain the City's ERP system.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Albert Maldonado, Special Counsel
Janice McConnell, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Valerie Abrego, Management Analyst

Fiscal Impact

Fiscal Year:	FY 2024-25
Revenue Generating:	N/A
Appropriation Required Y/N:	No
Amount:	$586,526.00
Budgeted Y/N:	Yes
Account No.:	604900

Discussion:

The first year of annual maintenance for this system totals $106,146.45, and each subsequent term will be limited to an increase of no more than 5% of this amount. Funding for this expense was included in the FY 2024-25 budget for Management Services/DoIT. Funding for subsequent years' maintenance will be included in future budget requests for Management Services.

Attachments

Agreement with Tyler Technologies

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and the City of Redlands, a municipal corporation.

WHEREAS, Client and Tyler were parties to an agreement dated April 16, 2019 (the "License Agreement"), under which Tyler granted Client a limited license to the Tyler Software known as Enterprise Resource Planning;"

WHEREAS, under the License Agreement Client's perpetual licenses to the Tyler Software listed above are fully paid for;

WHEREAS, under the License Agreement Tyler also provided Client maintenance and support services, subject to annual maintenance and support fees;

WHEREAS, Tyler and Client desire to terminate the License Agreement and replace it with this Agreement effective April 16, 2024, to restate the terms of its license grant and, on a term beginning April 16, 2024, for Tyler to provide and Client to receive and pay for continued maintenance and support services from Tyler as set forth in the Investment Summary under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the City of Redlands, California.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Named Users"** means the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules identified in the Investment Summary, if any.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.

- **"Effective Date"** means April 16, 2024.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached as indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

   1.1 We continue to grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 Without limiting the terms of Section 2.1, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement in Exhibit E.

1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. There shall be no further license fees owed by you for the Tyler Software you licensed purchased under the Initial Agreement. Should you license additional Tyler Software through this Agreement or by subsequent amendment thereto, you agree to pay us the license fees in the amounts set forth in the applicable Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1-A. The parties acknowledge that, as of the Effective Date, this Agreement does not include professional services. If professional services are sought in the future, they will be subject to the terms and conditions of this Section C as well as the remainder of this Agreement:

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and the applicable Statement of Work, if any.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than three (3) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within three (3) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable

for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i) receive the lowest priority under our Support Call Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
(iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
(iv) be charged for a minimum of two (2) hours of support services for every support call; and
(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all

services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).

   1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).

   1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.

   1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for

you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the date the Tyler Software was originally licensed. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH

SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000 per occurrence and $2,000,000 annual aggregate; (b) Automobile Liability of at least $1,000,000 combined single limit; (c) Professional Liability of at least $1,000,000 per claim made and $2,000,000 annual aggregate; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will

reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service in Exhibit F. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Tyler SaaS Services Terms
	Schedule 1: Service Level Agreement
Exhibit F	Data & Insights SaaS Services Terms of Service
Exhibit G	ThinPrint Terms
Exhibit H	DocOrigin Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Redlands, California

By:_____

Name: Eddie Tejeda

Title: Mayor

Date:_____

Address for Notices:
City of Redlands
300 E. State Street, Suite 690
Redlands, CA 92373
Attention: _____

Attest: _____

Jeanne Donaldson, City Clerk

Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Quoted By:	Karen Grosset
Quote Expiration:	11/12/24
Quote Name:	City of Redlands - ERP - Contract Renewal
Quote Description:	Contract Renewal

Sales Quotation For:

City of Redlands
PO Box 3005
Redlands CA 92373-1505

Shipping Address:

Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Human Resources Management					
Employee Expense Reimbursement	1	$ 0.00	0	$ 0.00	$ 2,130.83
Human Resources & Talent Management	1	$ 0.00	0	$ 0.00	$ 4,081.26
Payroll w/ESS	1	$ 0.00	0	$ 0.00	$ 5,298.87
Risk Management	1	$ 0.00	0	$ 0.00	$ 1,352.90
Time & Attendance Telestaff Interface	1	$ 0.00	0	$ 0.00	$ 1,431.82
Time & Attendance w Mobile Access - Up to 750 Employees	1	$ 0.00	0	$ 0.00	$ 7,479.80
Additional					
Enterprise Forms Processing (including Common Form Set)	1	$ 0.00	0	$ 0.00	$ 3,382.25
Data Insights					
Enterprise Analytics and Reporting - Legacy License	1	$ 0.00	0	$ 0.00	$ 6,178.25
Financial Management					
Accounting	1	$ 0.00	0	$ 0.00	$ 18,940.64
Accounts Payable	1	$ 0.00	0	$ 0.00	$ 5,997.86
Bid Management	1	$ 0.00	0	$ 0.00	$ 2,604.34

Budgeting		1	$ 0.00	0	$ 0.00	$ 5,997.86
Capital Assets		1	$ 0.00	0	$ 0.00	$ 5,727.29
Cash Management		1	$ 0.00	0	$ 0.00	$ 4,024.88
Project & Grant Accounting		1	$ 0.00	0	$ 0.00	$ 4,306.74
Purchasing		1	$ 0.00	0	$ 0.00	$ 9,707.07
Revenue Management						
Accounts Receivable		1	$ 0.00	0	$ 0.00	$ 4,960.64
General Billing		1	$ 0.00	0	$ 0.00	$ 2,254.83
Content Management						
Content Manager Core includes Onboarding		1	$ 0.00	0	$ 0.00	$ 6,764.51
	TOTAL		**$ 0.00**	**0**	**$ 0.00**	**$ 102,622.64**

Tyler SaaS and Related Services

Description		Qty	Imp. Hours	Annual Fee
Additional				
ACFR Statement Builder		1	0	$ 3,523.81
	TOTAL		**0**	**$ 3,523.81**

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 0.00	$ 102,622.64
Total SaaS	$ 0.00	$ 3,523.81
Total Tyler Services	$ 0.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 0.00**	**$ 106,146.45**

Contract Total **$ 106,146.45**

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or

more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

   1.1. *License Fees*: License fees are invoiced as follows: 100% on the Effective Date.
   1.2. *Maintenance and Support Fees*: Year 1 maintenance and support fees are due on the Effective Date.
   1.3. *SaaS & Subscription Fees*: Year 1 SaaS (including hosting) fees and subscription fees are due on the Effective Date. Your annual SaaS fees and subscription fees for the initial year one term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees and subscription fees will be at our then-current rates.
   1.4. Tyler will not increase annual maintenance and SaaS fees by more than five percent (5%) per year for four (4) one (1) year renewal terms.

2. Other Tyler Software and Services.

   2.1. *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
   2.2. *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the best practice recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
   2.3. *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
   2.4. *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5. *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

3. Third Party Products and Hardware.

3.1. Third Party Software License Fees: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
3.2. Third Party Software Maintenance: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
3.3. Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.
3.4. Hardware Maintenance: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
3.5. Third Party Services: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
3.6. Third Party SaaS: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (order, call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The City will have the option to renew the Agreement for four (4) additional one (1)- year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then current term. Client may indicate its desire to renew this Maintenance and Support Agreement by paying the applicable renewal invoices issued by Tyler.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C as Schedule 1.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.

(2) Email – for less urgent situations, users may submit emails directly to the software support group.

(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.

(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.

(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway set forth in Exhibit G. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement set forth in Exhibit H. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Exhibit E
Tyler SaaS Services Terms

Tyler SaaS Services (also referred to as Hosting Services) for the Tyler Software will be provided subject to the following terms and conditions. Unless expressly stated herein, these terms apply to the Tyler Software included in the Order Form but are subject to comparable terms in the Base Agreement, with the Base Agreement governing in the event of conflict.

Section A — Definitions

- "Base Agreement" means the agreement executed by you and Tyler to which you are adding Tyler SaaS Services through signature upon an Order Form. For the avoidance of doubt, a Base Agreement is not an agreement signed by an entity Tyler acquired.
- "Data" means your data necessary to utilize the Tyler Software.
- "Data Storage Capacity" means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- "Defined Users" means the number of users that are authorized to use the SaaS Services. The Defined Users for the Base Agreement are as identified in the Investment Summary.
- "Effective Date" means, for the purposes of these Tyler SaaS Services Terms, the date of signature on the Order Form.
- "Hosting Fees" means the fees for the SaaS Services identified in the Investment Summary. Hosting Fees may also be referred to as SaaS Fees.
- "Order Form" means an ordering document that includes a quote, investment summary or invoice and specifying the SaaS Services and related items to be provided hereunder that is entered into between Client and Tyler, including any addenda and supplements thereto.
- "SaaS Services" means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services may also be referred to as Hosting Services. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- "SLA" means the Service Level Agreement. A copy of our current SLA is attached hereto as Schedule 1.
- "Tyler" means Tyler Technologies, Inc., a Delaware corporation.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.

Section B — SaaS Services Applicable to Tyler Software

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in the Base Agreement.

2. Hosting Fees. You agree to pay us the annual Hosting Fees. Those amounts are payable as set forth in Section D below, subject to any payment terms included in the Order Form. The Hosting Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity at then-current rates. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
    a. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under the Base Agreement.
    b. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
    c. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in the Base Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by the Base Agreement.
5. SaaS Services.
    a. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
    b. You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
    c. Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
    d. In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
    e. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the

event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

f. We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
g. We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
h. We provide secure Data transmission paths between each of your workstations and our servers.
i. Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
j. Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

Section C — SaaS Term and Termination of SaaS Services

1. Term. Unless otherwise stated in an Order Form, the term for Tyler SaaS Services will commence on the first day of the first month following the Effective Date and will remain in effect until the end of the then-current annual maintenance and support term for the Tyler Software provided pursuant to the Base Agreement. Thereafter, Client will have the option to renew the SaaS term for four (4) additional one (1) year terms at our then-current Hosting Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Client may indicate its desire to renew the SaaS term by paying the applicable renewal invoices issued by Tyler. Your right to access or use the SaaS Services will terminate at the end of the term for SaaS Services.
2. Failure to Pay Hosting Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of the Hosting Fees. If you fail to timely pay the Hosting Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate the Base Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

Section D — Payment of Fees

1. Hosting Fees. Hosting Fees are invoiced in advance, beginning with the commencement of the SaaS Term as defined above. Subsequent annual Hosting Fees are invoiced annually, in advance. Your fees for each subsequent year will be set at our then-current rates.
2. Transaction Fees. To the extent your Base Agreement or Order Form includes transaction fees, Tyler will invoice those on a quarterly basis. Transaction fees may be updated upon advance notice.

Schedule 1 — Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit F
Data & Insights SaaS Services Terms of Service

This Data & Insights SaaS Services Terms of Services governs your use of the following solutions:

Property & Recording
- Assessment Connect
- Open Assessment

Enterprise Permitting & Licensing
- Enterprise Permitting & Licensing Business Management Feeds
- Enterprise Permitting & Licensing Community Development Feeds
- Community Development Executive Insights
- Enterprise Permitting & Licensing Advanced Automation with Executive Insights
- Enterprise Analytics and Reporting with Executive Insights
- Business Management Executive Insights
- Enterprise ERP Revenue Insights
- Citizen Connect
- Economic Intelligence

Enterprise ERP
- Enterprise ERP Analytics & Reporting w Executive Insights
- Enterprise ERP Financial Insights - Bundled
- Enterprise ERP Payroll & HR Insights
- Capital Project Explorer
- Citizen Connect
- Data & Insights Open Data
- Open Finance
- Economic Intelligence
- Executive Insights, ERP

Courts & Justice
- Court Analytics
- eFile Analytics
- Probation Analytics/Supervision Analytics
- Pre-trial Analytics

Public Safety
- Public Safety Analytics
- Law Enforcement Explorer
- Citizen Connect
- Law Enforcement Analytics
- Performance Dashboards

WHEREAS, Tyler has designed, developed, purchased or configured certain computer software systems which Tyler has designated as Data & Insights SaaS Services and has used such software in support of commercial and government programs; and

WHEREAS, Client desires to acquire from Tyler and Tyler wishes to grant to Client a non-exclusive license to use the Data & Insights SaaS Services as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

These Data & Insights SaaS Services Terms of Service govern the use and license rights associated with the Data & Insights SaaS Services. The parties are referred to herein individually as Party or collectively as Parties. Capitalized terms used in these Data & Insights SaaS Services Terms of Service but not defined herein are defined in the Base Agreement or other agreement with us governing your use of the Tyler software and services.

Section A — Definitions

- **"Base Agreement"** means the agreement executed by you and Tyler to which you are adding Data & Insights SaaS Services through signature upon an Order Form. For the avoidance of doubt, a Base Agreement is not an agreement signed by an entity Tyler acquired.
- **"API"** means application-programming interface.
- **"Client Data"** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the Data & Insights SaaS Services but excluding Third-Party Services.
- **Confidential Information"** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law.
- **"Data & Insights Agreement"** means this Data & Insights SaaS Services Terms of Service and any special conditions agreed to by the Parties and included in the Order Form.
- **"Data & Insights SaaS Services"** means the Data & Insights off the shelf, cloud-based software service and related services, including support services, as specified under this Data & Insights SaaS Services Terms of Service. Data & Insights SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"Data Storage"** means the contracted amount of storage capacity for your Client Data.
- **"Dataset"** means physical collection of information, typically modeled as a table of rows and columns of data.
- **"Effective Date"** means the date subscription start date identified in the Order Form or Purchase Order.
- **"External API Calls"** means any request made by a user that is not logged in against a SaaS Service.
- **"Monthly Active Users"** or **"Users"** used interchangeably, means a user that is logged in and accesses the Data & Insights SaaS Services.
- **"Order Form"** or **"Purchase Order"** means an ordering document, referencing or including a Quote or Investment Summary, specifying the Data & Insights SaaS Services and any Professional Services to be provided hereunder that is entered into between Client and Tyler, including any addenda and supplements thereto.
- **"Quote"** or **"Investment Summary"** means an estimate provided by Tyler for the SaaS Services or Professional Services.
- **"Third-Party Data"** means an aggregated dataset solution by a third-party data provider and shall be treated as Confidential Information.

- **"Third-Party Data Purpose"** means to use the Third-Party Data alone or in conjunction with other intelligence, data, or logic for internal modeling, targeting, measurement, and internal reporting solely for the benefit of the Client.
- **"Third-Party Services"** means if any, third-party web-based services, content, or platforms, including but not limited to third party stock photos and third-party map location services, which are available at no additional charge to you through the Data & Insights SaaS Services.
- **"Updates"** means any enhancements, additions, new releases, bug fixes, patches, modifications or other error corrections of or to the SaaS Software or Third-Party Data licensed to Client that Tyler generally makes available free of charge to licensees of the solutions.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

Section B — Data & Insights SaaS Services

1. Rights Granted. As of the Effective Date, Tyler grants to Client the non-exclusive, non-assignable limited right to use the SaaS Services on a subscription basis according to the terms of the Base Agreement and this Data & Insights Agreement. The SaaS Services will be made available to Client according to the terms of the applicable Service Level Agreement. Client may use the SaaS Services to access Updates and enhancements to the SaaS Services, as described in herein. Unless otherwise terminated, Client's right to access or use the SaaS Services will terminate at the end of the subscription period defined in the Order Form or Base Agreement, as applicable.
2. SaaS Fees and Usage Limits. Client agrees to pay the fees identified in the Order Form in accordance with Tyler's Invoicing and Payment Policy. Client acknowledges that continued access to the Data & Insights SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the Data & Insights SaaS Services. We may also terminate this Data & Insights Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate. During the subscription period, Tyler reserves the right to exercise the usage limits set forth in the Order Form. If Client exceeds the contractual usage limits, Tyler may work with Client to seek to reduce Client's usage so that it conforms to that limit. If Client is unable or unwilling to abide by a contractual usage limit, or if Client wishes to increase usage limits, it will require a written contract amendment, modification, or Client will execute an Order Form for increased usage limits.
3. Ownership and Reservation of Rights.
    a. This Data & Insights Agreement does not provide Client with title or ownership of the Data & Insights SaaS Services, or Third-Party Data, but only a right of limited use as further delineated herein. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Data & Insights Agreement are the proprietary property of Tyler and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Tyler. Tyler reserves all rights unless otherwise expressly granted in this Data & Insights Agreement. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Agreement. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software, data, and documentation.
    b. When Client uploads or provides Client Data through the use of the Data & Insights SaaS Services, Client grants to Tyler a non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license during the subscription period to use, reproduce, publicly display, distribute, modify, create derivative works of, index, and translate the Client Data as needed in response to, and as directed by, a User's use of the Data & Insights SaaS

Services and as needed for the compliance of this Data & Insights Agreement and for the purpose of providing analytics to a User.

c. Tyler may access and develop derivative data assets and insights based on combined, aggregated, anonymized views of Client Data, that Client has not made publicly available, for the purposes of providing new features and functionality, and performing aggregated statistical analysis by providing benchmarks and models.

d. Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Data & Insights Agreement, Tyler does not create or endorse any data used in connection with the Data & Insights SaaS Services.

e. If Client provides feedback, information, and/or or suggestions about the Data & Insights SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions.

a. You may not: (a) except as explicitly provided for herein, make the Data & Insights SaaS Services or Documentation resulting from the Data & Insights SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Data & Insights SaaS Services; (c) access or use the Data & Insights SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Data & Insights SaaS Services or Documentation available to any third party other than as expressly permitted by this Data & Insights Agreement; (e) use the Data & Insights SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the Data & Insights SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the Data & Insights SaaS Services or its related systems or networks.

b. Client acknowledges and understands that the Data & Insights SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the Data & Insights SaaS Services could cause personal injury (including death) or property damage. The Data & Insights SaaS Services are not designed to process or store data protected under the Family Education Rights and Privacy Act ("FERPA"), data from Criminal Justice Information Services ("CJIS"), or other sensitive data, and by using the Data & Insights SaaS Services, Client acknowledges and agrees that Client is using the Data & Insights SaaS Services at Client's own risk and that Client is solely responsible for use of data with the Data & Insights SaaS Services in any manner that is contrary to the uses for which the Data & Insights SaaS Services are designed and offered for use in this Agreement. If Client intends to use the Data & Insights SaaS Services to store or transmit Protected Health Information (PHI), then the Parties will scope the additional usage and it will require a written contract amendment and will include a mutually agreeable Business Associate Agreement.

c. Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on Data & Insights SaaS Services, if, in our reasonable judgment, we discover your use of the Data & Insights SaaS Services threatens the security, integrity,

stability, or availability of the Data & Insights SaaS Services, or is otherwise in violation of this Data & Insights Agreement, we may temporarily suspend the Data & Insights SaaS Services, or User access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the Data & Insights SaaS Services.

5. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the Data & Insights SaaS Services and any technical or policy controls, in compliance with the terms of this Data & Insights Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Data & Insights Agreement by your internal users and contractors.
6. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the Data & Insights SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the Data & Insights SaaS Services, Client Data, and instructions to Tyler regarding the same.
7. Client Data Backup. The data on the Data & Insights Platform is a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client in the Tyler hosting Agreement.
8. Return of Client Data. Upon request, Tyler will make the Data & Insights SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Data & Insights Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.
9. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Client Restrictions herein.
10. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Data & Insights Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the Data & Insights SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.
11. Confidentiality. In the absence of a corresponding provision in the Base Agreement, the following provision shall apply:

    Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or

agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Data & Insights Agreement. This obligation of confidentiality will not apply to information that:

a. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Data & Insights Agreement by a party or its employees or agents;
b. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
c. a party receives from a third party who has a right to disclose it to the receiving party; or
d. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Data & Insights Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

Section C — Warranty

1. SaaS Services Warranty. Tyler warrants to Client that the functionality or features of the Data & Insights SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at https://support.socrata.com.

Section D — Third-Party Services

1. Third -Party Services. Client may be provided with access and usage of Third-Party Services through use of the Data & Insights SaaS Services. Client may use the Third-Party Services at Client's election, but Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts and use may include separate fees and charges. Client will have access to the following Third-party Services for use within the software, however, the availability of any of these services is subject to change:
   - Getty Images: Within the platform's perspective story tool, customers have access to a library of images available for use in their story pages, terms and conditions located at http://www.gettyimages.com/connectterms.
   - Mapbox: Within the platform's visualization suite, the current mapping visualizations are powered by Mapbox, terms and conditions located at https://www.mapbox.com/legal/tos.
   - Mapquest: Geocoding provider that matches user-provided addresses with geographic coordinates for display on map visualizations terms and conditions located at http://hello.mapquest.com/terms-of-use/.
2. Disclaimer. You acknowledge that we are not the provider of any Third-Party Services. We do not warrant or guarantee the performance of the Third-Party Services.

Section E — Term

1. Term. Unless the Data & Insights SaaS Services are acquired through a Base Agreement with a defined term for SaaS Services (in which case that term shall apply), the initial term of the Data & Insights Agreement is forth in the Order Form. Unless expressly indicated otherwise in the Order Form, Client will have the option to renew this Data & Insights Agreement and the subscription to the Data & Insights SaaS Services for four (4) additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Client may indicate its desire to renew this Data & Insights Agreement and the subscription to the Data & Insights SaaS Services by paying the applicable renewal invoices issued by Tyler. Your right to access or use the Data & Insights SaaS Services or Third-Party Data will terminate at the end of this Data & Insights Agreement.

Section F — Limitation of Liability

1. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS DATA & INSIGHTS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE DATA & INSIGHTS SAAS SERVICES, TYLER DOES NOT GUARANTEE THAT THE DATA & INSIGHTS SAAS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE DATA & INSIGHTS SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.
2. LIMITATION OF LIABILITY. Unless the Data & Insights SaaS Services are acquired through a Base Agreement with a Limitation of Liability clause (in which case that term shall apply), OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS DATA & INSIGHTS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL DATA & INSIGHTS SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS DATA & INSIGHTS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.
3. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section G — Additional Terms and Conditions for Data & Insights SaaS Services With Open Data Functionality

1. Tyler may make certain other Tyler Applications available to Client. The use of Open Assessment, Data & Insights Citizen Connect, Data & Insights Capital Project Explorer, Data & Insights Citizen Connect, Data & Insights Open Data, Data & Insights Open Finance, Open Finance, and/or X-Connect Applications, either alone or in connection with the Data & Insights SaaS Services, is governed by this Data & Insights Agreement and the Agreement. Client must also comply with the following terms and conditions when using the above named Applications.
2. The Data & Insights SaaS Services may provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. If the functionality is provided, then Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Client is responsible to ensure all Users comply with the terms and conditions of this Amendment. Once an internal user makes Client Data publicly available using the Data & Insights SaaS Services, Tyler has no control over a Public User's use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. If the Data & Insights SaaS Services provide you with this functionality, then Users have the ability within the Data & Insights SaaS Services to remove the public permissions applied to Client Data.
3. Tyler reserves the right to develop derivative data assets based on Client Data that exists in the public domain. Tyler may use, index, disclose, commercialize, and transfer the derivative data assets for any lawful purpose, including but not limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
4. APIs. The Data & Insights SaaS Services may provide access to the applicable application-programming interface ("API") as part of the Data & Insights SaaS Services under the terms of this Data & Insights

Agreement. Subject to the other terms of this Data & Insights Agreement and if the Data & Insights SaaS Services provides access to the APIs, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.

a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that exceeds the purposes defined in the Amendment Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.
b. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.
c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Tyler ("Non-Tyler Applications"). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client's obligations under this Data & Insights Agreement are not contingent on access to or availability of any Non-Tyler Application.
d. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.

Section H — Additional Terms and Conditions for Third-Party Data Vendor Solutions/Applications

1. Tyler may make certain Third-Party Data Vendor Applications available to Client. The use of Tyler Recovery Insights, Economic Intelligence, Small Business Revenue Metrics, Mobility Metrics, Consumer Spending Metrics, and/or Small Business Revenue Metrics either alone or in connection with the Data & Insights SaaS Services is governed by this Data & Insights Agreement and the Agreement. Client must also comply with the following terms and conditions when using the above mentioned Applications.
2. License Grant for Third-Party Data. Any use of Third-Party Data shall be limited to the Third-Party Data Purpose. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software, data, and documentation.
3. Restrictions for Third-Party Data.
    a. Client shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Third-Party Data, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Third-Party Data; (iii) re-identify, reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Third-Party Data, in whole or in part; (iv) remove any proprietary notices from the Third-Party Data; (v) use the Third-Party Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable Law; or (vi) make Third-Party Data available to for use or access to anyone other than Client.
    b. Client shall not publicly publish the dashboards that contain the Third-Party Data, but Client may publicly publish visualizations from the aggregate summary data.
    c. Client shall not remove any copyright or other proprietary notice or legend contained or included in Third-Party Data.
    d. Client expressly permits Tyler to share with the Third-Party Data providers Client's name, subscription term dates, applicable costs and fees for the Third-Party Data SKU(s) that Client subscribes to.

e. Upon termination of the Agreement, or of a subscription that contains Third-Party Data, Client shall remove and destroy all copies of Third-Party Data.
f. If any Third-Party Data is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing the Agreement; Client will give Tyler prompt notice and otherwise perform the functions required by applicable law.
g. Client shall not use the Third-Party Data to attempt to identify behavior of a known individual for any reason.
h. Client acknowledges and agrees that if the Third-Party Data includes SafeGraph data, up to .05% of the data will be salted data or seeds used to fingerprint the data provided to Client.

4. Updates. Tyler may in its sole discretion provide Updates to the Third-Party Data or replace with functionally equivalent.
5. Third-Party Data Warranty. TYLER DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, OR CURRENTNESS OF THE THIRD-PARTY DATA OR THAT THE FUNCTIONS PERFORMED BY THE THIRD-PARTY DATA WILL MEET CLIENT'S REQUIREMENTS, THAT THE THIRD-PARTY DATA WILL BE ERROR FREE, OR THAT ALL THIRD-PARTY DATA DEFECTS ARE CORRECTABLE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, THE THIRD-PARTY DATA IS PROVIDED "AS IS".

Exhibit G
ThinPrint Terms

These Terms govern

- the use of thinprint.com, ThinPrint, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.
Nothing in these Terms creates any relationship of employment, agency, or partnership between the involved parties.
Thinprint.com, ThinPrint is provided by:
ThinPrint GmbH
Alt-Moabit 91a
10559 Berlin
Germany

Email address of the data protection officer: dataprotection@thinprint.com
Owner contact email: info@thinprint.com
The following documents are incorporated by reference into these Terms:

- End-user license agreement
- Eula appendix third party licenses (https://www.thinprint.com/en/legal-docs/#thirdparty-licenses)
- ThinPrint Hub Terms (https://www.thinprint.com/en/legal-docs/#hardware)
- Sales Partner Program Terms (https://www.thinprint.com/en/legal-docs/#tespp)
- Legal Bases for the Privacy Policy and Subprocessors of ThinPrint GmbH (https://www.thinprint.com/en/legal-docs/#privacypolicy-exhibit)
- Data Processing Addendum of ThinPrint GmbH (https://www.thinprint.com/en/legal-docs/#dpa)

What the User should know at a glance

- The Service/thinprint.com, ThinPrint is only intended for Users that do not qualify as Consumers, such as Business Users.
- The right of withdrawal only applies to European Consumers.

TERMS OF USE
Unless otherwise specified, the terms of use detailed in this section apply generally when using thinprint.com, ThinPrint.
Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.
By using thinprint.com, ThinPrint, Users confirm to meet the following requirements:

- Users may not qualify as Consumers;

Content on thinprint.com, ThinPrint

Unless where otherwise specified or clearly recognizable, all content available on thinprint.com, ThinPrint is owned or provided by the Owner or its licensors.
The Owner undertakes its utmost effort to ensure that the content provided on thinprint.com, ThinPrint infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.
In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

Access to external resources

Through thinprint.com, ThinPrint Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.
Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

Acceptable use

Thinprint.com, ThinPrint and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.
Users are solely responsible for making sure that their use of thinprint.com, ThinPrint and/or the Service violates no applicable law, regulations or third-party rights.
Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to thinprint.com, ThinPrint or the Service, terminating contracts, reporting any misconduct performed through thinprint.com, ThinPrint or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:**

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

"Tell-a-friend"

Thinprint.com, ThinPrint gives Users the opportunity to receive advantages if, as a result of their recommendation, any new User purchases a Product offered on thinprint.com, ThinPrint.
In order to take advantage of this offer, Users may invite others to purchase the Products on thinprint.com, ThinPrint by sending them a tell-a-friend code provided by the Owner. Such codes can only be redeemed once.
If upon purchase of the Products on thinprint.com, ThinPrint any of the persons invited redeems a tell-a-friend code, the inviting User shall receive the advantage or benefit (such as: a price reduction, an additional service feature, an upgrade etc.) specified on thinprint.com, ThinPrint.
Tell-a-friend codes may be limited to specific Products among those offered on thinprint.com, ThinPrint.
The Owner reserves the right to end the offer at any time at its own discretion.
While no general limitation applies to the number of persons that can be invited, the amount of advantage or benefit that each inviting User can receive, may be limited.

Software license

Any intellectual or industrial property rights, and any other exclusive rights on software or technical applications embedded in or related to thinprint.com, ThinPrint are held by the Owner and/or its licensors.
Subject to Users' compliance with and notwithstanding any divergent provision of these Terms, the Owner merely grants Users a revocable, non-exclusive, non-sublicensable and non-transferable license to use the software and/or any other technical means embedded in the Service within the scope and for the purposes of thinprint.com, ThinPrint and the Service offered.
This license does not grant Users any rights to access, usage or disclosure of the original source code. All techniques, algorithms, and procedures contained in the software and any documentation thereto related is the Owner's or its licensors' sole property.
All rights and license grants to Users shall immediately terminate upon any termination or expiration of the Agreement.
Without prejudice to the above, under this license Users may download, install, use and run the software on the permitted number of devices which fulfill the technical requirements specified in the relevant section of thinprint.com, ThinPrint.
The Owner reserves the right to release updates, fixes and further developments of thinprint.com, ThinPrint and/or its related software. Users may need to download and install such updates to continue using thinprint.com, ThinPrint and/or its related software.
However, in order to get access to completely new versions or releases of the software Users may need to purchase a separate license.
The User may download, install, use and run the software on unlimited devices.
However, it may not be permitted to run the software on more than one device at a time.
Notwithstanding the foregoing, the User undertakes to immediately delete any copies of the software upon the expiry of the license under which such software is provided to the User.

API usage terms

Users may access their data relating to thinprint.com, ThinPrint via the Application Program Interface (API). Any use of the API, including use of the API through a third-party product/service that accesses thinprint.com, ThinPrint, is bound by these Terms and, in addition, by the following specific terms:

- the User expressly understands and agrees that the Owner bears no responsibility and shall not be held liable for any damages or losses resulting from the User's use of the API or their use of any third-party products/services that access data through the API.

TERMS AND CONDITIONS OF SALE
Paid Products

Some of the Products provided on thinprint.com, ThinPrint, as part of the Service, are provided on the basis of payment.
The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of thinprint.com, ThinPrint.

Product description

Prices, descriptions or availability of Products are outlined in the respective sections of thinprint.com, ThinPrint and are subject to change without notice.
While Products on thinprint.com, ThinPrint are presented with the greatest accuracy technically possible, representation on thinprint.com, ThinPrint through any means (including, as the case may be, graphic material,

images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.
The characteristics of the chosen Product will be outlined during the purchasing process.

Purchasing process

Any steps taken from choosing a Product to order submission form part of the purchasing process.
The purchasing process includes these steps:

- Users must choose the desired Product and verify their purchase selection.
- After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

Order submission

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires an action from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

Prices

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.
Prices on thinprint.com, ThinPrint are displayed:

- either exclusive or inclusive of any applicable fees, taxes and costs, depending on the section the User is browsing.

Methods of payment

Information related to accepted payment methods is made available during the purchasing process.
Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of thinprint.com, ThinPrint.
All payments are independently processed through third-party services. Therefore, thinprint.com, ThinPrint does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed. The User may read the privacy policy of thinprint.com, ThinPrint to learn more about the data processing and Users' rights regarding their data.
If a payment through the available methods fails or is refused by the payment service provider, the Owner shall be under no obligation to fulfill the purchase order. If a payment fails or is refused, the Owner reserves the right to claim any related expenses or damages from the User.

Retention of Product ownership

Until payment of the total purchase price is received by the Owner, any Products ordered shall not become the User's property.

Retention of usage rights

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

Delivery

Delivery of digital content
Unless otherwise stated, digital content purchased on thinprint.com, ThinPrint is delivered via download on the device(s) chosen by Users.
Users acknowledge and accept that in order to download and/or use the Product, the intended device(s) may be required to meet the technical requirements specified on thinprint.com, ThinPrint.
Users acknowledge and accept that the ability to download the purchased Product may be limited in time and space.

Contract duration

Trial period
Users have the option to test thinprint.com, ThinPrint or selected Products during a limited and non-renewable trial period, at no cost. Some features or functions of thinprint.com, ThinPrint may not be available to Users during the trial period.
Further conditions applicable to the trial period, including its duration, will be specified on thinprint.com, ThinPrint.
The trial period shall end automatically and shall not convert into any paid Product unless the User actively purchases such paid Product.

Subscriptions
Subscriptions allow Users to receive a Product continuously or regularly over time. Details regarding the type of subscription and termination are outlined below.

Open-ended subscriptions
Paid subscriptions begin on the day the payment is received by the Owner.
In order to maintain subscriptions, Users must pay the required recurring fee in a timely manner. Failure to do so may cause service interruptions.

Termination of open-ended subscriptions
Open-ended subscriptions may be terminated at any time by sending a clear and unambiguous termination notice to the Owner using the contact details provided in this document, or — if applicable — by using the corresponding controls inside this Application.
Terminations shall take effect 7 days after the notice of termination has been received by the Owner.

User rights
Right of withdrawal

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

Who the right of withdrawal applies to
Unless any applicable exception is mentioned below, Users who are European Consumers are granted a statutory withdrawal right under EU rules, to withdraw from contracts entered into online (distance contracts) within the specified period applicable to their case, for any reason and without justification.
Users that do not fit this qualification, cannot benefit from the rights described in this section. The Consumer shall only be liable to the Seller for any diminution in the value of the goods resulting from handling the goods in a manner other than that necessary to acquaint him with the nature, characteristics and functionality of the goods.

Exercising the right of withdrawal
To exercise their right of withdrawal, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract.
To this end, Users may use the model withdrawal form available from within the “definitions” section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the withdrawal period expires.
When does the withdrawal period expire?

Effects of withdrawal
Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.
However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.
Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User’s decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

Liability and indemnification
Indemnification
The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable violation of these Terms, third-party rights or statutory provisions connected to the use of the Service by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

Limitation of liability
Unless otherwise explicitly stated and without prejudice to applicable law, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).
This does not apply to damages to life, health or physical integrity, damages resulting from the breach of material contractual obligations such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as thinprint.com, ThinPrint has been appropriately and correctly used by the User.
Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.
In particular, within the limits stated above, the Owner shall not be liable for:

- any losses that are not the direct consequence of a breach of the Terms by the Owner;

- any loss of business opportunities and any other loss, even indirect, that may be incurred by the User (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, etc.);
- damages or losses resulting from interruptions or malfunctions of thinprint.com, ThinPrint due to acts of force majeure, or unforeseen and unforeseeable events and, in any case, independent of the will and beyond the control of the Owner, such as, but not limited to, failures or disruptions of telephone or electrical lines, the Internet and / or other means of transmission, unavailability of websites, strikes, natural disasters, viruses and cyber attacks, interruptions in the delivery of products, third-party services or applications;
- any damage, prejudice or loss occurring due to viruses or other malware contained in or connected to files available for download from the internet or via thinprint.com, ThinPrint. Users are responsible for implementing sufficient security measures – such as anti-viruses and firewalls to prevent any such infection or attack and for securing backup copies of all data or information exchanged via or uploaded to thinprint.com, ThinPrint.

Notwithstanding the above, the following limitation applies to all Users not qualifying as Consumers:
In any event of liability, the compensation may not exceed the total payments that have been, will be or would be received by the Owner from the User based on the contract over a period of 12 months, or the period of the duration of the Agreement, if shorter.

Australian Users

Limitation of liability
Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar State and Territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms of Use, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

US Users

Disclaimer of Warranties
Thinprint.com, ThinPrint is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the User from the Owner or through the Service will create any warranty not expressly stated herein.
Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at Users' own risk and Users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.
The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the

Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

Limitations of liability

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- **any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and**
- **any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;**
- **any errors, mistakes, or inaccuracies of content;**
- **personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;**
- **any unauthorized access to or use of the Owner's secure servers and/or any and all personal information stored therein;**
- **any interruption or cessation of transmission to or from the Service;**
- **any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;**
- **any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or**
- **the defamatory, offensive, or illegal conduct of any User or third party. In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.**

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the User has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

Indemnification

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- **User's use of and access to the Service, including any data or content transmitted or received by User;**
- **User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;**

- **User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;**
- **User's violation of any statutory law, rule, or regulation;**
- **any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;**
- **User's wilful misconduct; or**
- **statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.**

Common provisions
No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.
Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw Personal Data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.
Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of thinprint.com, ThinPrint and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

Privacy policy

To learn more about the use of their Personal Data, Users may refer to the privacy policy of thinprint.com, ThinPrint.

Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to thinprint.com, ThinPrint are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.
All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with thinprint.com, ThinPrint are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.
Such changes will only affect the relationship with the User from the date communicated to Users onwards.
The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.
The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.
If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.
Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

Contacts

All communications relating to the use of thinprint.com, ThinPrint must be sent using the contact information stated in this document.

Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

US Users
Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

EU Users
Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.
In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.
Without prejudice to the above, the nullity, invalidity or impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

Governing law

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

Prevalence of national law
However, regardless of the above, if the law of the country that the User is located in provides for higher applicable consumer protection standards, such higher standards shall prevail.

Venue of jurisdiction

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

Exception for Consumers in Europe
The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in the United Kingdom, Switzerland, Norway or Iceland.

US Users

Surviving provisions
This Agreement shall continue in effect until it is terminated by either thinprint.com, ThinPrint or the User. Upon termination, the provisions contained in these Terms that by their context are intended to survive termination or expiration will survive, including but not limited to the following:

- the User's grant of licenses under these Terms shall survive indefinitely;
- the User's indemnification obligations shall survive for a period of five years from the date of termination;
- the disclaimer of warranties and representations, and the stipulations under the section containing indemnity and limitation of liability provisions, shall survive indefinitely.

Definitions and legal references

Latest update: March 07, 2024

Exhibit H
DocOrigin Terms

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY ECLIPSE CORPORATION WSL, A FLORIDA PROFIT CORPORATION (THE "ECLIPSE CORPORATION"), AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES. DocOrigin SOFTWARE LICENSE IMPORTANT-READ CAREFULLY: This End-User License Agreement ("Agreement" or “EULA”) is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You" and/or “Your”) and Eclipse Corporation for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "Software"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund. IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY’S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

1.1 In this Agreement a “License Key” means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.

1.2 Evaluation License. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the “Evaluation Period”). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a ‘spoiler’ or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the ‘spoiler’ produced. You are not permitted to remove the watermark or ‘spoiler’ from documents generated using the software under an evaluation license.

1.3 Development and Testing Licenses. Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of

this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to download and install a copy of the Software from www.docorigin.com on a single machine and use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.
1.4 Production Licenses. Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below: A. Per-CPU. The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines (“VM’s”) are considered as a server. Installing and configuring the software on multiple VM’s requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company. These “Per-CPU” Licenses in Section 1.4(A.) do not include the maintenance and support services provided pursuant to Section 3 of this Agreement. B. Per-Document. This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices. These “Per-Document” Licenses in Section 1.4(A.) do include the maintenance and support services provided pursuant to Section 3 of this Agreement subject to annual payment by You to Eclipse Corporation and subject to the terms and provisions set forth in Section 3 of this Agreement.
1.5 Disaster Recovery License. You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
1.6 Backup Copies. After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
1.7 Third-Party Software License Rights. If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or thirdparty software are granted to You.

2. LICENSE RESTRICTIONS Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without

first obtaining the written consent and agreement of (a) Eclipse Corporation to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

3. UPDATES, MAINTENANCE AND SUPPORT
3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website (www.docorigin.com). You will be entitled to use of any updates provided to You and shall be governed by the terms and conditions of this Agreement. Eclipse Corporation reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.
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