CITY OF REDLANDS

CITY COUNCIL
FINANCING AUTHORITY

A G E N D A S

SEPTEMBER 17, 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)
* * *
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 meetings of the City Council of the City of Redlands and the Redlands Financing Authority of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, SEPTEMBER 17, 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.)

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) Five Cases:

   a. Sedlick, et. al. v. City of Redlands, et al., U.S. District Court, Central District, Case No. 5:23-cv-00457-JGB-KKx
   b. Price v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB 2218802
   c. Aqueous Film-Foams Product Liability Litigation, U.S. District Court, South Carolina, Master Docket No. 2:18-mn-2873-RMG
   d. City of Camden et. al. v. BASF Corporation, U.S. District Court, South Carolina, Civil Action No. 2:24-cv-03174-RMG
   e. City of Camden et. al. v. Tyco Fire Products LP, U.S. District Court, South Carolina, Civil Action No: 2-24-cv-02321-RMG

2. 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, City Attorney

Recycled Paper

6:00 P.M.

D. **Reconvene City Council Meeting**

E. ***Invocation by Mayor Pro Tem Barich- Pledge of Allegiance***
(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 Proclamation declaring September 29, 2024, as Adult Literacy Day in the City of Redlands to Sotheavy Chev, Adult Learner; Diane Shimota, Adult Literacy Coordinator; Nathan Gonzales, Smiley Public Library Archivist; and Don McCue, Library Director (Mayor Tejeda)

2. Presentation of the California Native American Day Proclamation to Alex Smith (Council Member Saucedo)

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 the regular meeting minutes of September 3, 2024 (City Clerk Donaldson)

2. Authorize issuance of a Proclamation declaring September 29, 2024 as Adult Literacy Day in the City of Redlands (Mayor Tejeda)

3. Authorize issuance of a Proclamation Recognizing September 27, 2024 as California Native American Day (Council Member Saucedo)

Recycled Paper

4. Approve recommendation for appointment of Alicia Gyllenhammer to the Human Relations Commission (Council Member Guzman-Lowery)

5. Approve Amendment No. 1 to the Agreement with San Bernardino County Registrar of Voters for the installation and maintenance of surveillance cameras at each of the three secure ballot box locations in the City of Redlands; and determination that approval of this amendment is not subject to environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (City Clerk Donaldson)

6. Adopt Resolution No. 8628 Amending the Conflict of Interest Code for the City, acknowledge that this City Council has reviewed its Conflict of Interest Code, and find that the amendments pertaining to certain positions are necessary (Assistant City Manager McConnell)

7. Adopt Resolution No. 8603 for Street Vacation No. 194 - A request to summarily vacate an excess portion of unimproved Mecca Street right-of-way that is 30 feet in width and approximately 298 feet in length (total of approximately 8,941 square-feet) located approximately 150 east of Gold Hill Lane and south of 31119 Outer Highway 10 (APNs: 0300-101-30-0000 and 0300-101-23-0000). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

8. Adopt Resolution No. 8622 for a new water service connection to the City of Redlands water distribution system at 11055 King Street (APN: 0299-122-07-0000) in the unincorporated community of Mentone and adopt Resolution No. 8623 relating to Pre-Annexation Agreement No. 24-03 (Development Services Director Desatnik)

9. Approve the request for commercial vendors and the temporary closure of State Street for the Art-On-State-Street event on Sunday, September 29, 2024, approve the request for In-Kind services totaling in the amount of $1,350, and determination that the event 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. Receive and file the Final Dissolution of the Successor Agency to the Former Redevelopment Agency of the City of Redlands (Management Services/Finance Director Garcia)

11. Approve a three-year service contract for NEOGOV Onboard software in the amount of $63,505.08 (Human Resources Director Meteau)

Recycled Paper

12. Approve the Memorandum of Understanding with the University of Redlands for standby paramedic services at university football games and other special events (Fire Chief Sessler)

13. Approve an Agreement between Consolidated Fire Agencies (CONFIRE) and the City of Redlands for surge transport services to be provided by the Redlands Fire Department (Fire Chief Sessler)

14. Authorize the acceptance of the Emergency Medical Services Buprenorphine Use Pilot Program (EMSBUP) grant award in the amount of $5,000 for the provision of treatment and access for patients with opioid use disorders, and approve an additional appropriation for the same (Fire Chief Sessler)

15. Adopt Resolution No. 8631 regarding Approval of National Opioids Settlement Agreement with The Kroger Co. (Fire Chief Sessler)

16. Approve an annual purchase order with Site One Landscape Supply for the provision of irrigation supplies to the Facilities and Community Services Department for Fiscal Year 2024-25, in an amount not-to-exceed $90,000 (Facilities and Community Services Director Crocker)

17. Receive and file Pavement Accelerated Repair Implementation Strategy (PARIS) Program Annual Report (Municipal Utilities and Engineering Director Harris)

18. Adopt Resolution No. 8630 concerning the Five-Year Capital Project Needs Analysis for FY 25/26 through FY 29/30 and determine that this action 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)

19. Approve a purchase order modification in the amount of $7,300 with Loma Linda University Children's Hospital for use of the Children's Assessment Center (Police Chief Tolber)

20. Approve a Grant Agreement with the Office of Traffic Safety relating to the distribution of a grant award in an amount not-to-exceed $120,000; authorize the Chief of Police to sign and execute agreements implementing the grant; approve an additional appropriation of the same (Police Chief Tolber)

J. **Public Hearings**

1. Public Hearing to consider Resolution No. 8629 for 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 continued to October 1, 2024 (Development Services Director Desatnik)

Recycled Paper

K. **New Business**

1. Consideration of the Amended and Restated City Manager Employment Agreement between the City of Redlands and Charles M. Duggan, Jr. (Assistant City Manager McConnell)

2. Consideration of the City of Redlands branding concept and design packet (Assistant City Manager McConnell)

3. Consideration of the 2024-2025 Community Development Block Grant (CDBG) in the amount of $331,417 from the County of San Bernardino, approve an additional appropriation of the same, and adopt Resolution No. 8625 authorizing the City Manager, or designee, to execute the Grant Agreement and all other related documents (Development Services Director Desatnik)

4. Consideration of a Public Works Contract with C.R. Contracting LLC for the Runway and Apron Pavement Treatment Project in an amount not-to-exceed $616,499, approve an additional appropriation in the amount of $678,094, and determination that the Project is categorically exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

5. Consideration of a Cooperative Agreement with San Bernardino County delineating responsibilities for paving rehabilitation, and determine that this action 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)

6. Consideration of a Public Works Contract with Tryco General Engineering for the 2024 Alley Paving Improvement Project for an amount not-to-exceed $483,955 and determination that the Project is categorically exempt from environmental review pursuant to Section 15301(c) of the State's Guidelines for Implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

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 October 1, 2024.

N. **Redlands Financing Authority**

Recycled Paper

1. Call regular meeting of the Board of Directors of the Redlands Financing Authority to order

2. **Public Comment - Redlands Financing Authority**
(At this time, the Redlands Financing Authority will provide an opportunity for the public to address them on any subject, within its jurisdiction, 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.)

3. Approve the regular meeting minutes of May 21, 2024 (Secretary Donaldson)

4. Adjourn Redlands Financing Authority meeting
The next Redlands Financing Authority meeting will be held on January 21, 2025

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 meeting 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.

City Council/Financing Authority Meeting **I. 1.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of September 3, 2024 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of September 3, 2024.

Attachments

Regular Meeting Minutes of September 3, 2024

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on September 3, 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; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, 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

Open Government - Steve Rogers voiced his frustration that he had been unable to get answers from City staff regarding a letter from special counsel indicating the restrictions placed on his interactions with City staff had been lifted. In his opinion, this was a very simple request, one that he thought could be easily provided.

CLOSED SESSION

Conference with legal counsel: Initiation of Litigation - Government Code §54956.9(d)(4)
Two (2) potential cases (Special Counsel Maldonado)

Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(Special Counsel Maldonado)
Three Cases:

a. Coyote Aviation Corporation, et al. v. City of Redlands, et al., San Bernardino Superior Court, Case No. CIVSB2418252

b. Gotta, et al. v. City of Redlands, et al., San Bernardino Superior Court Case No. CIVSB2420927

c. Gotta, et al. v. City of Redlands, et al., San Bernardino Superior Court Case No. CIVSB2420937

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 6:04 P.M. with an invocation by Council Member Davis followed by the pledge of allegiance to the American flag.

Special Counsel Albert Maldonado, an attorney with Best Best & Krieger, introduced himself and explained he was filling in for City Attorney Garcia, who was unable to attend tonight's meeting.

CLOSED SESSION REPORT

Special Council Maldonado announced the following report for the Closed Session:

Category 1 - Initiation of Litigation – Two potential cases – The City Council voted to initiate litigation in two different cases. In the first case, on motion of Mayor Pro Tem Barich, seconded by Council Member Saucedo, the first case to initiate litigation was passed by a unanimous affirmative vote of the Council. In the second case, on motion by Mayor Pro Tem Barich, seconded by Council Member Guzman-Lowery, the second case to initiate litigation was passed by a unanimous affirmative vote by the Council. Furthermore, once each of the lawsuits are filed and have been formerly commenced, the defendants and details will be disclosed to any person upon inquiry and available in the City Clerk's office.

Council Member Davis announced that she recused herself in the second case of initiation of litigation and the two pending lawsuits entitled Gotta, et al. v. City of Redlands due to ownership of her residence within 500 feet of the properties involved in these cases.

For the balance of the closed session items, there were no other reportable actions taken during the Closed Session.

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Kennel Attendant Hailey Stuck introduced "Kane", a one-year-old male pit bull mix, who is available for adoption, along with fifty-three other dogs and twelve cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been forty-nine dogs and forty cats adopted in July and August 2024. She announced the Shelter is full and is in urgent need of fosters and adopters.

U of R School of Education Centennial Proclamation

All Council Members presented a Proclamation honoring the University of Redlands School of Education Centennial to President Krista Newkirck, School of Education Dean Dr. Nicol Howard, James Benanti, Donald Cox, Iyan Barrera-Sandri and Kay Thomas of the University of Redlands School of Education.

Proclamation Saint Mary's Ballet Folklorico

Mayor Tejeda and Council Member Saucedo presented a Proclamation honoring Saint Mary's Ballet Folklorico to Dr. Jenna Cortez Aguirre.

Childhood Cancer Awareness Month Proclamation

Mayor Tejeda presented a Proclamation declaring September 2024 as Childhood Cancer Awareness Month to Stephanie Avila, Executive Director of Childhood Cancer Foundation of Southern California.

Proclamation National Sickle Cell Awareness Month

Mayor Tejeda presented a Proclamation declaring September as National Sickle Cell Awareness Month to Dr. Akshat Jain.

Hispanic Heritage Month Proclamation

Mayor Tejeda and Council Member Saucedo presented a Proclamation declaring September 15 through October 15, 2024 as Hispanic Heritage Month to the Consul Attaché, Julio Huerta.

Certificates of Recognition Redlands Strong 14U Softball Team

Mayor Tejeda and Council Member Saucedo presented Certificates of Recognition to the Redlands Strong 14U Softball Team for participation in the PONY International World Series in McAllen Texas.

PUBLIC COMMENT

Open Government - Steve Rogers read from letters he distributed to staff members related to multiple concerns, including ongoing work at Crystal Springs Ranch. He voiced his frustration that his public record requests had not been fulfilled yet, and he continued to request a meeting with Assistant City Manager Boatman to gain clarity about the City's true vision.

Warehouse Opposition - Bruce Laycook was extremely disappointed with the three Council Members who voted to approve the warehouse development located at the Pharaohs Lost Kingdom site. He added he thought their approval went against the wishes of the public.

Various Musings - Dennis Bell said he was randomly picked to respond to the Polco City Survey, but the link did not provide access to the questions, which he doubted he would have answered anyway. He complained about too many people riding their bicycles on the sidewalks and said the Redlands Unified School District seemed to be using the City's playbook with the

"Student Health/Safety Classroom Repair Measure", a $500,000,000 bond measure scheduled to come before the voters in November 2024.

Homeless Population Solutions - Nina Steinman listed a number of possible solutions to help resolve issues related to the homeless population. She suggested the City establish a homeless encampment on the far north side of town that would be enclosed with fencing, to protect at-risk residents and prevent drug dealers from entering. The City could provide clean toilets, daily food truck service and offer life skills training.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the regular meeting minutes of July 16, 2024.

Vote: 5 - 0 Passed

Proclamation University of Redlands School of Education Centennial

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the issuance of proclamation recognizing the University of Redlands School of Education Centennial.

Vote: 5 - 0 Passed

Proclamation Saint Mary's Ballet Folklorico

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the issuance of a proclamation recognizing Saint Mary's Ballet Folklorico.

Vote: 5 - 0 Passed

Proclamation Childhood Cancer Awareness

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the issuance of a proclamation recognizing September as Childhood Cancer Awareness Month.

Vote: 5 - 0 Passed

Proclamation September as National Sickle Cell Awareness Month

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring the month of September as National Sickle Cell Awareness Month in the City of Redlands.

Vote: 5 - 0 Passed

Proclamation Hispanic Heritage Month

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the issuance of a proclamation recognizing September 15 through October 15, 2024 as Hispanic Heritage Month.

Vote: 5 - 0 Passed

Appointment Citrus Preservation Commission

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously appointed, by roll call vote, Janet Ward to serve the remainder of a four-year term on the Citrus Preservation Commission ending April 16, 2026.

Vote: 5 - 0 Passed

Settlement Agreement Disclosure

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, approved the public disclosure of details of an Agreement of Settlement and General Release between the City of Redlands and Dino Navarette. Under the terms of the agreement, the City agrees to pay Mr. Navarette $75,000.00 to settle and dispose of disputes and controversies associated with a civil action pending in the San Bernardino Superior Court and entitled Dino Navarette v. City of Redlands, et al., Case No. CIVSB 2207828.

Vote: 5 - 0 Passed

Homeless Encampment Clean-Up Services Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that the agreement is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and approved an agreement with Hunter Consulting, Inc. doing business as HCI Environmental & Engineering Service for homeless encampment general clean-up services.

Vote: 5 - 0 Passed

Grant Acceptance Kaiser Permanente Substance Abuse Prevention

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously accepted, by roll call vote, the Redlands Substance Abuse Prevention Outreach Grant through Kaiser Permanente of Southern California in the amount of $50,000; and approved an additional appropriation in the amount of $50,000 in the Governmental Grants fund.

Vote: 5 - 0 Passed

Community Outreach Specialist Position

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, one limited term Community Outreach Specialist position within the Homeless Solutions Division for a term not to exceed 18 months.

Vote: 5 - 0 Passed

Grant Award FEMA Homeland Security

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously agreed, by roll call vote, to accept the Department of Homeland Security, Federal Emergency Management Agency 2023 Emergency Management Performance Grant award in the amount of $18,115; and authorized an additional appropriation for the same.

Vote: 5 - 0 Passed

Resolution No. 8624 Salary Schedule

Assistant City Manager McConnell reviewed Resolution No. 8624, establishing an additional Solid Waste Supervisor position within the Facilities and Community Services Department. This position will be responsible for day-to-day oversight and supervision of activities at the California Street Landfill. The position is required in order to meet the requirements for a Solid Waste Facility Permit as set forth in the landfill's Joint Technical Agreement.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8624 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8599. Resolution No. 8624 establishes an additional Solid Waste Supervisor position within the Facilities and Community Services Department.

Vote: 5 - 0 Passed

Dark Fiber Service Purchase

Eric Owens, Information Technology Manager, explained the benefits of a purchase with Crown Castle for dark fiber service in the amount of $2,250 per month, totaling $135,000 for five years to enhance security and control of the city’s backbone network connectivity. The purchase will enhance the City's telecommunications infrastructure to support its growing operational needs. Dark fiber has emerged as a strategic opportunity and refers to unused or underutilized fiber optic cables that can be leased or purchased for exclusive use by an organization. Dark fiber provides greater control, scalability, and potential cost savings over time. As public comment, Bruce Laycook thought the purchase could be good for the City, but he wondered why the documents supporting this purchase do not provide any details and specifications. Management Services/Finance Director Garcia stated the City does not disclose details or locations as a way to protect against security threats.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, a sole source purchase with Crown Castle for dark fiber service in the amount of $2,250 per month, totaling $135,000 over five years.

Vote: 5 - 0 Passed

Purchase Next-Generation Firewalls Network Security Enhancements

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the intergovernmental purchase of new next-generation firewalls for network security enhancements from Sidepath in the amount of $81,142.39.

Vote: 5 - 0 Passed

Contracts Award On-Call Engineering Services

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of the Agreements with Hicks & Hartwick, Inc., and Engineering Resources of Southern California, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; and approved an exception to purchasing rules and awarded two (2) contracts under the same solicitation and scope to provide on-call general engineering services, each in an amount not-to-exceed $100,000 for the initial one-year term, with options to extend for one additional year for an amount not-to-exceed $100,000, for a total potential not-to-exceed value of $200,000.

Vote: 5 - 0 Passed

Resolution No. 8621 Surplus Land North Dearborn Street

Municipal Utilities and Engineering Director Harris provided details regarding City property located near 500 North Dearborn Street, comprising approximately 1,500 square feet of APNs 0170-302-06-0000 and 0170-302-18-0000. The City would like to lease the Property to the South Coast Air Quality Management District ("SCAQMD") so that SCAQMD can use the Property for air quality monitoring. The City must comply with the Surplus Land Act prior to entering into the lease. Resolution No. 8621 would declare the Property exempt surplus land and allow for a lease to SCAQMD, subject to review by the California Department of Housing and Community Development.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8621 pursuant to Government Code Section 54221, declaring that certain real property (located near 500 North Dearborn Street, Redlands, CA comprising approximately 1,500 square feet of APNs 0170-302-06-0000 and 0170-302-18-0000) is exempt surplus land, and finding that such declaration is exempt from environmental review under the California Environmental Quality Act.

Vote: 5 - 0 Passed

Office Furniture Purchase

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that purchasing office furniture is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the purchase of Water Distribution office furniture from Office Depot in the amount of $91,060.54.

Vote: 5 - 0 Passed

Contract Award TDA 2021 Transit Stop Access Improvement Project

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of a Construction Contract and construction of the TDA 2021 Transit Stop Access Improvement Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; approved an additional appropriation of $64,706.65 for the Project; approved the TDA 2021 Transit Stop Access Improvement Project plans and specifications; and approved the Construction Contract with CT&T Concrete Paving, Inc. for an amount not-to-exceed $111,046.65.

Vote: 5 - 0 Passed

Purchase Order for Cla-Val Supplies

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of a purchase order with Western Waterworks is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved a FY 24/25 purchase order with Western Waterworks for Cla-Val supplies for $85,000.

Vote: 5 - 0 Passed

Agreement Engineering & Traffic Survey for Citywide Speed Limit Study

Municipal Utilities and Engineering Director Harris offered background on the Professional Services Agreement with RK Engineering Group, Inc. to provide Engineering & Traffic Survey (E&TS) services to update the citywide speed limit study. Since the last E&TS was performed, Assembly Bill No. 43 (AB 43) was enacted to improve safety on California roads by providing more flexibility to local agencies when determining appropriate speed limits and addressing concerns related to speeding in high-risk areas. AB 43 allows local authorities to lower speed limits based on safety considerations, even if the results of an E&TS suggest a higher speed limit would be appropriate. With the enactment of AB 43, the City intends to reevaluate the current speed limits and review a total of 138 street segments on fifty-five (55) streets. As public comment, Steve Rogers thanked the Council and staff for bringing this item back for a review of the speed limits. He requested the report include photos of each location evaluated and radar recalibration.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of a Professional Services Agreement with RK Engineering Group, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the Professional Services Agreement with RK Engineering Group, Inc. to provide Engineering & Traffic Survey (E&TS) services to update the citywide speed limit study for an amount not to exceed $53,000.

Vote: 5 - 0 Passed

SBC Use of Weapons Firing Range Facilities

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, a purchase order with the County of San Bernardino for use of their weapons firing range facilities from FY2024/25 to FY2026/27 for an amount not to exceed $20,000 per fiscal year.

Vote: 5 - 0 Passed

Redlands Oktoberfest In-Kind Request

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, the Redlands Oktoberfest event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act; authorized and approved a request for in-kind support in the amount of $15,903.70 related to this event; and authorized the sale and consumption of alcoholic beverages for the Redlands Optimist Club to be held on October 5, 2024, and October 6, 2024, at Sylvan Park.

Vote: 5 - 0 Passed

Day for Kids Event In-Kind Request and Street Closure

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, 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; authorized the temporary closure of Clay Street, between Lugonia Avenue to Western Avenue, on September 21, 2024 for the Day for Kids event hosted by the Boys and Girls Club of Greater Redlands-Riverside; and authorized in-kind support in the amount of $300.00 for staffing costs for the event.

Vote: 5 - 0 Passed

Facility Use Agreement with Family Service Association

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that approval of the Facility Use Agreement with Family Service Association is exempt from environmental review in accordance with California Environmental Quality Act Guidelines Section 15061 (b)(3); and approved the Facility Use Agreement with the Family Service Association for use of the kitchen and dining areas at the Joslyn Senior Center and Ediberto and Gloria Flores Senior Center for the purpose of preparing meals by the Family Service Association nutrition program.

Vote: 5 - 0 Passed

Facility Use Agreement with Redlands Meals on Wheels

Staff requested this item be pulled from the agenda tonight. It will be presented to the Council for consideration at a future meeting.

SCE Grant of Easement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that granting of an easement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and authorized to grant an easement to Southern California Edison over Lot "A" of Tract 20336 for the future installation of a transformer, related to future electrical service needs.

Vote: 5 - 0 Passed

Stater Bros. Charities Believe Walk In-Kind Request

Facilities and Community Services Director Crocker introduced the request for temporary street closures and in-kind support in the amount of $37,109.50 related to the Stater Bros. Charities Believe Walk. As public comment, Dennis Bell asked why tax ID numbers for all the organizations requesting in-kind support, including the ID for Stater Bros was redacted. He thought this information was public, and should be available, and he opposed the Council giving away taxpayer money.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that this event is categorically exempt from environmental review pursuant to Section 15311 of the State's guidelines implementing the California Environmental Quality Act; approved the temporary street closures related to the event; and authorized and approved a request for in-kind support in the amount of $37,109.50 related to this event.

Vote: 5 - 0 Passed

Resolution No. 8626 Surplus Land West Eureka Street

Facilities and Community Services Director Crocker stated that the City owns property in fee, located on the west side of Eureka Street, north of West Redlands Blvd, and south of Oriental Avenue. The City desires to transfer interest in the property to Property One, LLC, and in exchange, the City will receive certain real property located along the west side of Division Street, south of Sylvan Blvd and north of Interstate 10 for the use of open space. The City must comply with the Surplus Land Act (SLA) prior to doing so and Resolution No. 8626 would declare the Property exempt surplus and allow for disposition to Property One, LLC., outside of the SLA, subject to California Department of Housing and Community Development review. As public comment, Steve Rogers was not clear about what this item was attempting to do, and he thought the report and exhibits were not helpful. Bruce Laycook also pointed out that at a minimum, the report should have included maps, specifically identifying the locations.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, Resolution No. 8626 pursuant to Government Code Section 54221, declaring that certain real property (located near the west side of Eureka Street, north of West Redlands Blvd, and south of Oriental Avenue; APN: 0169-272-27-0000) is exempt surplus land, and finding that such declaration is exempt from environmental review pursuant to Section 15060(c)(3) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

"1LoveIE" Event In-Kind Request & Street Closure

Facilities and Community Services Director Crocker introduced the request for the temporary closure of 9th Street between E. Citrus Ave and E. State Street and for in-kind support of $1,800 related to the inaugural "1LoveIE" business opening event scheduled for September 14, 2024. As public comment, Chamber of Commerce Executive Director Evan Sanford urged the Council to approve this request and attend the special grand opening event to welcome 1LoveIE to Redlands. Justin Hudson, owner of 1Love IE was excited to be opening another store, along with his two other locations, and said that Redlands has been very welcoming. Council Member Davis was in full support of this item, adding that she had been looking forward to this opening for a while.

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 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 $1,800, and temporary street closure of 9th Street between E. Citrus Ave and E. State Street for the inaugural "1LoveIE" business opening event scheduled for September 14, 2024.

Vote: 5 - 0 Passed

PUBLIC HEARINGS

Resolution No. 8629 Development Applications Venue at Orange Apartments

Council Member Davis announced that due to property ownership within 500 feet of the development, she recused herself from voting on this item. Mayor Tejeda reported that staff is recommending this public hearing to consider Resolution No. 8629 for development applications related to the construction of 164 apartment units within the Venue at Orange Apartments be continued to September 17, 2024.

On motion of Mayor Pro Tempore Paul Barich, seconded by Mayor Eddie Tejeda, the City Council approved, by roll call vote, that the public hearing be continued to the City Council Meeting scheduled for September 17, 2024.

Vote: 4 - 0 Passed

Resolution No. 8627 Adjustments to Rates for Solid Waste Utility Services

Mayor Tejeda opened the public hearing and called on Assistant City Manager Boatman for background on Resolution No. 8627 authorizing adjustments to rates for solid waste utility services. On July 2, 2024, the City Council authorized staff to issue the required Proposition 218 notice to set the public hearing date for tonight. He introduced Garth Schultz, of R3 Consulting Group, Inc. to present a report detailing their findings and recommendations. Staff and R3 held two meetings with the Municipal Utilities Commission (Commission), on March 18 and April 15, 2024 to present draft findings and to receive feedback and recommendations. After substantive discussion, the Commission voted unanimously on April 15, 2024 to forward R3's recommended adjustments to the City's solid waste services to the City Council.

The study results show the current rates are not sufficient to cover the solid waste service costs and expenses and the Commission's recommendations included: 1) A 9% revenue increase in January 1, 2025; 2) a 9% revenue increase in January 1, 2026; 3) a 9% revenue increase in January 1, 2027; and 4) a 4% revenue increase in January 1, 2028. Based on a 9% increase, it was pointed out the standard residential service cost increase was estimated to be about $4 per month. Commission Chair Steve Stockton emphasized the Commission's efforts to keep rates below a 10% increase.

As public comment, Kathleen Flynn spoke about the billing inequities that exist between a single person living alone and a family with multiple residents. She requested the Council consider looking at what trash was actually produced by the size of the family served and to consider other alternatives, including, picking up trash on a bi-monthly basis rather than every week. City Manager Duggan appreciated the suggestions, and he mentioned that economies of scale, along with other complex details, must be considered when determining the best use of city resources. Dennis Bell questioned how the City was handling and separating trash. Michael Paisner thought a 9% increase was unrealistic and well above the wage increases seen by residents. Steve Rogers agreed that a 9% increase was significant, and he described a future scenario where customers would be unable to pay their bills to maintain service.

City Clerk Donaldson informed the Council that 19,538 properties received a Proposition 218 notice with directions to make a formal written protest. She announced that her office received 48 written protests declaring their opposition to a solid waste rate increase. This number is insufficient to meet the 50% plus one (or 9,770), required for a successful Proposition 218 protest to stop implementation of the new rates.

Council Member discussion focused on concerns raised by public comment including the financial impact of utility bills, the trash truck pickup schedules, state regulations, expanding the utility billing assistance program, and the importance of performing a needs analysis on a regular basis to avoid fewer rate spikes. With no further comments, the Mayor closed the hearing.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Eddie Tejeda, the City Council unanimously determined, by roll call vote, that the adoption of Resolution No. 8627 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved Resolution No. 8627, authorizing adjustments to rates for solid waste utility services.

Vote: 5 - 0 Passed

Mayor Tejeda called for a brief recess at 8:15 p.m., with the meeting reconvening at 8:20 p.m.

NEW BUSINESS

Resolution No. 8596 Historic Architectural Design Guidelines

Planning Manager Brian Foote presented Resolution No. 8596 for adoption of the "Historic Architectural Design Guidelines," a reference for local property owners, development and design professionals, City staff, and decision-makers in planning, approving, and implementing projects involving the preservation, rehabilitation, and restoration of historic buildings. The City's Planning Division has worked in coordination with Architectural Resources Group, a professional historic architecture firm with extensive experience in the field of historic preservation, in the preparation of new Historic Design Guidelines. The proposed Historic Design Guidelines are customized to provide information relevant to preserving historic resources in the City of Redlands. Mr. Foote discussed the historical context, provided a timeline of events leading to tonight and offered a brief recap of each of the nine chapters, customized to the City. On February 1, 2024, the Historic & Scenic Preservation Commission recommended that the Council approve the final Guidelines.

Mayor Tejeda asked whether this document would place restrictions on processing Accessory Development Units (ADUs), but Mr. Foote stated that a separate set of guidelines would be needed for ADUs. As public comment, Historic and Scenic Preservation Commissioner Lauren Bricker fully supported the Guidelines, which she said will serve as a highly constructive document for everyone. Council Members expressed their appreciation of the Commissioners' dedication and service to the City.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8596 for adoption of the "Historic Architectural Design Guidelines," a reference for local property owners, development and design professionals, City staff, and decision-makers in planning, approving, and implementing projects involving the preservation, rehabilitation, and restoration of historic buildings; and determined that this resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

Intergovernmental/Piggyback Purchase Cisco Network Equipment

Information Technology Manager Eric Owens described an Intergovernmental/Piggyback purchase of Cisco network equipment in the amount of $348,516.57 from Connection. The City's current network infrastructure relies on network equipment that is approaching ten years of service time that is beyond the standard operational lifecycle of network equipment. Cisco's advanced technology will provide the reliability and scalability required for the network.

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 Intergovernmental/Piggyback Purchase of Cisco network equipment, for city-wide network enhancements from Connection, in the amount of $348,516.57.

Vote: 5 - 0 Passed

Purchase PacPress Filter Press

Municipal Utilities and Engineering Director Harris explained the need to purchase a PacPress filter press non-competitively from Harrington Industrial Plastics LLC for a total price of $862,862.01. The Municipal Utilities and Engineering Department (MUED) produces, treats, and distributes potable water to approximately 22,000 customers within its service area. Water is treated at two surface water treatment plants. The Hinckley WTP receives raw water primarily from the Santa Ana River, and the Tate WTP receives raw water primarily from Mill Creek. Both WTPs use various mechanical and chemical processes to remove sediment and organic debris from the raw water prior to disinfection. Harrington Industrial Plastics LLC, is the sole west coast distributor of PacPress products. Dudek and MUED staff negotiated a reasonable purchase of $862,862.01 with Harrington for a seventy-five cubic foot PacPress filter press, platform, and associated equipment.

On motion of Council Member Mario Saucedo, seconded by Mayor Eddie Tejeda, the City Council unanimously determined, by roll call vote, that purchasing a filter press is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the Sole Source purchase of a PacPress filter press from Harrington Industrial Plastics LLC for a total price of $862,862.01.

Vote: 5 - 0 Passed

Purchase Caterpillar Backhoe Loaders

Municipal Utilities and Engineering Director Harris detailed the purchase of two Caterpillar backhoe loaders from Quinn CAT in the amount of $367,273.36.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that the purchase of two (2) Caterpillar backhoe loaders is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the purchase of two Caterpillar backhoe loaders from Quinn CAT in the amount of $367,273.36.

Vote: 5 - 0 Passed

WWTP Materials and Supplies Purchase

Municipal Utilities and Engineering Director Harris reviewed the need for a purchase order with Western Waterworks for $541,000 for materials and supplies used by the Water Utility and the Wastewater Treatment Plant.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Eddie Tejeda, the City Council unanimously determined, by roll call vote, that approval of the purchase order with Western Waterworks is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the purchase order with Western Waterworks for $541,000 for materials and supplies used by the Water Utility and the Wastewater Treatment Plant.

Vote: 5 - 0 Passed

Contract Award WWTP Primary Clarifier Upgrade Project

Municipal Utilities and Engineering Director Harris reported on a Public Works Construction Contract with G.S.E. Construction Company, Inc. for the Wastewater Treatment Plant Primary Clarifier Upgrade Project for an amount not-to-exceed $940,720. The wastewater treatment plant (WWTP) includes four rectangular primary clarifiers, which were originally constructed in 1962, 1972 and 1988. The WWTP Primary Clarifier Upgrade Project will replace sludge collection and skimming mechanisms and will replace revolving skimmer pipes with manual operating levers. Each unit will be furnished and installed with all supports, mechanical equipment, and drives. In March 2022, City Council appropriated $1,000,000 in American Rescue Plan Act funding for this project.

As public comment, Steve Rogers stated he was still waiting for responses to earlier questions he posed about the WWTP project. What he found most troubling was the environmental review of the project. He wondered how the City could claim the project was exempt from CEQA and added that this could potentially preclude the City from getting State funding. Director Harris pointed out the State was well aware of this project and the only comment from them was in connection with updating the Kangaroo Rat study.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously determined, by roll call vote, that approval of the contract and construction of the Wastewater Treatment Plant Primary Clarifier Upgrade Project is exempt from environmental review in accordance with Section 15302(c) of the State's Guidelines implementing the California Environmental Quality Act; approved the Wastewater Treatment Plant Primary Clarifier Upgrade Project plans and specifications; and awarded a Public Works Construction Contract to G.S.E. Construction Company, Inc. for an amount not-to-exceed $940,720.

Vote: 5 - 0 Passed

Caterpillar Emergency Power Generators Purchase

Municipal Utilities and Engineering Director Harris presented a purchase of five Caterpillar emergency power generators from Quinn CAT for $907,478.62.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously determined, by roll call vote, that the purchase of five Caterpillar emergency power generators is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the purchase of five (5) Caterpillar emergency power generators from Quinn CAT for $907,478.62.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Council Members agreed to forgo announcements and reports.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:59 P.M. The next regular meeting of the City of Redlands City Council will be held on September 17, 2024.

City Council/Financing Authority Meeting **I. 2.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a Proclamation declaring September 29, 2024 as Adult Literacy Day in the City of Redlands (Mayor Tejeda)

MOTION:

I move to authorize the issuance of a Proclamation declaring September 29, 2024, as Adult Literacy Day 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

Adult Literacy Day 2024

PROCLAMATION

Adult Literacy Day

WHEREAS, California Library Literacy Services (CLLS) is celebrating 40 years of providing literacy services to adults in California; and

WHEREAS, the most recent studies available indicate that nearly 23 percent of California's adults lack basic literacy skills; and

WHEREAS, the California State Legislature has declared in State Education Code Sec. 18010 that the public library is "a resource for continuing education and re-education beyond the years of formal education."; and

WHEREAS, adults in Redlands seek to improve their literacy skills through the Redlands Adult Literacy Program so that they may get a job or advance in their employment, build or improve a small business, help their children in school, or work towards their own higher education; and

WHEREAS, the Redlands Adult Literacy Program provides vital literacy assistance through one-to-one tutoring, computer classes, and a family literacy program; and

WHEREAS, the Redlands Adult Literacy Program works collaboratively with community partners including the Redlands Unified School District, First Baptist Church of Redlands, and YMCA of the East Valley, to advance adult literacy in Redlands; and

WHEREAS, the Redlands Adult Literacy Program provides important outreach and concrete benefits to underserved populations in the Redlands community; and

WHEREAS, the Adult Literacy Program recently published its seventh volume of Our Stories, A Collection of Writings, an anthology that gives voice to adult learners through their writing; and

WHEREAS, we commend the efforts of the Redlands Adult Literacy Program and all its volunteers and community partners for assisting adult learners who work to improve their reading and writing so that they can provide a better future for themselves, their families, and their community;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim September 29, 2024, as ***Adult Literacy Day*** in the City of Redlands and calls upon our residents to promote literacy efforts and education programs throughout our community.

IN WITNESS THEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 17th day of September, 2024.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council/Financing Authority Meeting **I. 3.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a Proclamation Recognizing September 27, 2024 as California Native American Day (Council Member Saucedo)

MOTION:

I move to authorize the issuance of a Proclamation Recognizing September 27, 2024 as California Native American Day.

Attachments

CA Native American Day 2024

PROCLAMATION

California Native American Day

WHEREAS, the City of Redlands recognizes the importance of acknowledging and honoring the rich history, culture, and contributions of California Native Americans; and

WHEREAS, California Native American Day provides an opportunity to celebrate the heritage, traditions, and resilience of California Native American peoples; and

WHEREAS, California Native American Day offers a chance to educate the community about the diverse California Native American cultures that have shaped our region and our state; and

WHEREAS, the City of Redlands aims to promote inclusivity, diversity, and respect for all individuals and communities within our city limits; and

WHEREAS, California Native American communities have made significant contributions to the growth, development, and progress in the City of Redlands through their rich traditions, art, language, medicine, environmental stewardship, and more; and

WHEREAS, recognizing California Native American Day will foster a greater understanding and appreciation of the historical and contemporary issues faced by California Native American communities: and

WHEREAS, many states and cities across the State of California have already established California Native American Day as an official observance to honor the Indigenous peoples of this land:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby recognize the importance of California Native American Day, celebrated every year on the 4th Friday of September and this year on September 27, 2024. The City of Redlands encourages residents, educational institutions, and community organizations to observe California Native American Day through activities, events, and educational initiatives that promote understanding, cultural exchange, and respect for California Native American traditions and contributions.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 17th day of September 2024.

_____

Eddie Tejeda, Mayor

_____

Mario Saucedo, Council Member

Attest:

_____

Jeanne Donaldson, City Clerk

City Council/Financing Authority Meeting **I. 4.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for appointment of Alicia Gyllenhammer to the Human Relations Commission (Council Member Guzman-Lowery)

MOTION:

I move to appoint Alicia Gyllenhammer to serve the remainder of a four-year term on the Human Relations Commission ending October 18, 2026.

RECOMMENDATION:

In accordance with Redlands Municipal Code Section 2.66.020, nominations to this Commission are made on a rotational basis by members of the City Council. Council Member Guzman-Lowery was next in rotation to make a recommendation to City Council. Council Member Guzman-Lowery is recommending the Council to appoint the individual listed below to serve the remainder of a four-year term ending on October 18, 2026, on the Human Relations Commission.

Recommendation	Council Member
Alicia Gyllenhammer	Council Member Guzman-Lowery

DISCUSSION:

A vacant seat exists on the Human Relations Commission due to the recent termination of Commissioner Neha Agarwal whose term expires on October 18, 2026.

There were 5 eligible applications received from the posting. Those applications were considered for filling this vacancy.

The Human Relations Commission consists of nine members as follows:

- Claudia Ruiz
- Vanessa Annaguey Aranda
- Roy George
- Vacant
- Roop Kishor Goyal
- Kennth Ford
- Julie Houston
- Gail Howard
- Ryan Chau (Student)

ALTERNATIVES:

The City Council may choose not to support the recommendation and direct staff to seek further applications for consideration.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Public Notice

Human Relations Applications

City of
REDLANDS

Incorporated 1888
300 E. State Street, STE 690
Redlands, CA 92373
909-798-7510
www.ci.redlands.ca.us

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands encourages residents of the City of Redlands to apply for a position on the following commission:

HUMAN RELATIONS COMMISSION

The Human Relations Commission was established to foster peaceful relations among persons of different races and national origins. This commission serves in an advisory capacity to the City Council and to aid the City in achieving better human relations by providing assistance to all persons or groups in promoting good will and better relations among all people.

The Human Relations Commission meets on the second Monday of odd-numbered months at 6:30 p.m.

Residents interested in applying for the non-salaried position on this commission may request application forms from the City Clerk's Office, City Hall, 35 Cajon Street, Suite 4 or by phone at 798-7510 or from the City's website at www.cityofredlands.org

Deadline for filing applications is August 23, 2024.

Jennifer Macias,
Management Analyst
City Manager's Office
City of Redlands

7/24/24

RECEIVED
AUG 23 2024
Redlands City Clerk

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

COMMISSION\BOARD APPLIED FOR

Human Relations Commission

Name Alicia Gyllenhammer

Address [redacted] Redlands, CA 92373

Telephone (Work) _____ (Cell / Home) [redacted]

Emai [redacted]

Occupation Director of Fundraising & Development at Mansion Memories

Reasons for desiring to serve – relevant experience and qualifications: My name is Alicia Gyllenhammer and I am a resident of Redlands and community partner of multiple organizations including Common Vision Coalition, Redlands Sunrise Rotary Club (President Nominee), University of Redlands Town + Gown, graduate of Leadership Redlands Class of 2023, and my home church, Water of Life Community Church. I am excited for the opportunity to work hand in hand with the Chair and other Commissioners on the Human Relations Commission and engage with our great community members about rising issues and advocate for social equity including beautification efforts in our shared spaces and investing in our youth (love to have an emphasis on assisting our growing families + their challenges). I am a mom as well and I value being an advocate for our families in Redlands. Lastly, I will look forward to exploring more opportunities to establish a resource fair in our great communities (one at Brookside Park + Community Park) to reach all community members + have a better presence in our community. resources from health, public safety, etc.

Signature _____ **Date** 8/23/2024

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) Evan Sanford
Executive Director
Redlands Chamber of Commerce
Telephone [redacted]

(2) Dan Jimenez
UAC Commissioner
Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

Address Verified - AE

CITY OF REDLANDS
COMMISSION APPLICATION FORM

City Manager's Office

(Please note that this form is a public record that may be subject to disclosure upon request.)

AUG 22 2024

Received

COMMISSION\BOARD APPLIED FOR
Human Relations Commission

Name Christian Morrison

Address [redacted] Redlands, CA, 92374

Telephone (Work) N/A (Cell / Home) [redacted]

Email [redacted]

Occupation Master Data Associate Specialist - Southern California Edison

Reasons for desiring to serve – relevant experience and qualifications:
Throughout my childhood and adult life, I have known Redlands to be a city where people from all walks of life and all backgrounds could find opportunity and feel welcomed. I would be privileged to help preserve this culture. I have a B.A. from the University of Notre Dame in Economics and Classics with a minor in Digital Marketing. I have served as an advising fellow for Matriculate, a non-profit that helps first-generation students find academic opportunities

Signature Christian Morrison Date 08/15/2024

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) Jason Ward
Senior Supervisor
Southern California Edison
Telephone [redacted]

(2) Nisha Bembi
Senior Manager
Southern California Edison
Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

RECEIVED
AUG 15 2024
Redlands City Clerk

COMMISSION\BOARD APPLIED FOR

Human Relations Commission

Name Patrick E Taylor

Address [redacted] Redlands CA 92374

Telephone (Work) _____ (Cell / Home) [redacted]

Email [redacted]

Occupation Judge (ret.) ; Lawyer

Reasons for desiring to serve – relevant experience and qualifications:

PLEASE SEE ATTACHED.

Signature _____ **Date** 8-15-24

**** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)***

Two References: (Please do not include Councilmembers or City Staff)

(1) Chief Jim Bueerman (ret.) [redacted]

Redlands CA 92374

Telephone [redacted]

(2) Dr. Glenn Hayes [redacted]

Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

✓ address ✓ verified (AE)

Reasons for desiring to serve – relevant experience and qualifications:

As a lawyer and retired judge, I am passionate about social justice and committed to diversity, equity, and inclusion. HRC's purpose to "achieve better human relations by providing assistance to all persons or groups in promoting good will and better relations among people" and to "foster peaceful relations among persons of different races and national origins" is aligned with my passions, experience and qualifications.

Goodwill and better relations among all people in a diverse city like Redlands create a vibrant, energetic, and culturally rich community where people are not only excited to live, work and visit but are safe to be themselves. I feel called to advocate for the rights of all individuals and to help bridge social, cultural and racial gaps leading to understanding, reducing prejudice and promoting opportunities and equal access to services. Motivated by a strong sense of civic duty, I would welcome the collaboration with fellow Commissioners, Council and community stakeholders to identify issues and study and recommend programs, activities and policies to the Council that enhance communication, education, and understanding among all residents.

For 35 years I practiced law in the San Francisco Bay Area, advocating for governmental entities, school districts, religious organizations, healthcare providers, and corporations in civil litigation. I moved to Wisconsin for eight years where I taught business law at the University of Wisconsin and at Franklin University to international students.

While there I was twice elected City Judge and was appointed by the City Council to serve on the Ethics Commission, the Urban Forestry Commission, and the Board of Zoning Appeals. I also served as Kiwanis President for three terms and as Chair of the Board of Trustees of our local church. The city has had a significant influx of immigrants, and I was a participant on the community's Immigrant Support Coalition. I resigned these positions in June when my wife accepted a leadership position at the University of Redlands.

As Judge I saw a wide range of human behaviors and worked with various stakeholders such as defendants, victims, police, city prosecutor, school district administrators, county health and human services workers, city manager and community members to administer both restorative and transformational justice. Examples include addressing instances of police profiling, excessive enforcement, mental health, drug and alcohol addiction, juvenile and parental wellbeing, and immigrant assistance and education, among others. As Commissioner, I successfully worked with Council members, city departments such as city planners, code enforcement and public works, and community members.

Upon retiring this year, the City Council issued a unanimous resolution recognizing my "commitment to community involvement", "assistance to those less fortunate", "motivating individuals to strive for betterment", and "empowerment of juveniles". Please see the attached Resolution.

It would be a privilege to lend my experiences, skills and energies to fulfill HRC's mission and purpose. Thank you for your consideration.

City of
WHITEWATER

Office of the City Manager
312 W. Whitewater Street, P.O. Box 178
Whitewater, Wisconsin 53190

RESOLUTION RECOGNIZING JUDGE PATRICK TAYLOR IN THE CITY OF WHITEWATER

Whereas, Judge Taylor has demonstrated a remarkable commitment to community involvement and assistance to those less fortunate through various associations and initiatives; and

Whereas, Judge Taylor's approach as a Judge prioritizes motivating individuals to strive for betterment rather than solely punitive measures for law infractions; and

Whereas, Judge Taylor has dedicated considerable efforts to the rehabilitation and empowerment of juveniles, recognizing their potential to become responsible citizens with the right guidance and support; and

Whereas, Judge Taylor has actively engaged school principals and Walworth County counseling services to enhance understanding and provide necessary assistance to juveniles and families in need;

Whereas, the express desire of the Common Council and the City of Whitewater to acknowledge and honor the important work and the significant contributions of Judge Taylor to the community;

Be it hereby resolved, that this assembly recognizes and commends Judge Taylor for his outstanding contributions to the community, his unwavering dedication to the betterment of juveniles, and his collaborative efforts with educational and counseling services to foster change and support for those in need.

Resolved Further, that a copy of this resolution be transmitted to Judge Taylor as a token of appreciation for his exemplary service and commitment to the well-being of our community.

Patrick Singer
Resolution Introduced by Council Member,
Lisa Dawsey Smith
Seconded by Council Member.

AYES: Councilmembers Singer, Smith, Hicks, Brown, Schanen, Dawsey Smith, and Majkrzak.
NOES:
ABSENT:
ADOPTED: May 7, 2024

John Weidl, City Manager

Heather M Boehm
Heather Boehm, City Clerk

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

JUL 29 2024

Received

COMMISSION\BOARD APPLIED FOR

Human Relations Commission

Name Roya Damsaz

Address [redacted] Redlands, CA 92374

Telephone (Work) _____ (Cell / Home) [redacted]

Email [redacted]

Occupation Retired Engineer

Reasons for desiring to serve – relevant experience and qualifications:

Being an immigrant, mother and recently retired engineer allowed me to experience a lot of social issues first hand. On the side I am a certified death companian w/volunteer experience in hospice. I have been involved in racial, immigrant and minority related work, and honored to work with seniors, seriously ill children, underage mothers and underprivelleged families. I believe in compassion and kindness towords, humans and non-humans in this world.

Signature Roya Damsaz **Date** 7/26/24

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) Leslie Roundy

Telephone [redacted]

(2) Roxxanne O'Brien

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager**
300 E. State Street, Suite 690, Redlands, CA 92373
OR by email to RedlandsOCM@cityofredlands.org

You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

✓ address Verified (AE)

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

(Please note that this form is a public record that may be subject to disclosure upon request.)

MAR 18 2024

COMMISSION\BOARD APPLIED FOR

Planning Commission and/or Human Relation

Received

Name Arina Maximova

Address [redacted] Redlands, CA 92374

Telephone (Work) _____ (Cell / Home) [redacted]

Email [redacted]

Occupation Medical Practice Admin

Reasons for desiring to serve – relevant experience and qualifications:

To Whom It May Concern. I have been a Redlands resident for over 10 years and always wanted to be a part of my city's life and development. I have been a medical practice admin for the past 16 years now and serving people and my community is what I really enjoy. I really think that my years of experience in medical field & work in human resources could bring a potential values in views and growth to city of Redlands. Thank you!

Signature _____ **Date** 03/14/2024

** If appointed, please be advised that all City commissioners and committee/board members must complete mandatory harassment prevention training consistent with the requirements of Assembly Bill No. 1825. (Resolution No. 7206 adopted July 26, 2012)*

Two References: (Please do not include Councilmembers or City Staff)

(1) _____ (2) _____

Telephone _____ Telephone _____

Return Application to: Office of the City Council, C/O Office of the City Manager
300 E. State Street, Suite 690, Redlands, CA 92373
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You will be notified of appointments by the City Council. Your application will be retained for one year. PLEASE NOTE: Planning Commissioners and Historic & Scenic Preservation Commissioners are required to file Statements of Economic Interest in accordance with California State Law.

✓ address Verified

City Council/Financing Authority Meeting **I. 5.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Amendment No. 1 to the Agreement with San Bernardino County Registrar of Voters for the installation and maintenance of surveillance cameras at each of the three secure ballot box locations in the City of Redlands; and determination that approval of this amendment is not subject to environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (City Clerk Donaldson)

MOTION(S):

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

1. I move that the City Council determine approval of Amendment No. 1 to the Agreement with the County of San Bernardino Registrar of Voters for installation of surveillance cameras at each of the three secure ballot box locations on City property is not subject to 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 Amendment No. 1 to the Agreement with the County of San Bernardino Registrar of Voters for installation of surveillance cameras at each of the three secure ballot box locations on City property.

RECOMMENDATION:

It is recommended the City Council consider approval of Amendment No. 1 to the Ballot Box Placement Agreement between the City of Redlands and the County of San Bernardino Registrar of Voters (County) for the installation of surveillance cameras located at the three secure ballot boxes on City property, allowing city and county voters to deposit official ballots for all elections in San Bernardino County in a safe and secure manner.

DISCUSSION:

In response to COVID-19 and for the protection of the public health during the November 2020 election, Governor Newsom ordered each county elections official to transmit vote-by-mail ballots to every registered voter ahead of the November 3, 2020 General Election. As a follow up to this action, the governor issued EO-N-67-20 on June 3, 2020, authorizing county elections officials to take additional steps to enhance the voting experience and protect the safety and integrity of the election. On September 1, 2020, the City Council approved the Agreement with the County of San Bernardino Registrar of Voters (County) for the City to install three Secure Ballot Boxes on city property for the purpose of allowing city and county voters to deposit official ballots, 24/7, for the November 2020 election and all future elections in San Bernardino County.

The County is requesting the City consider amending the original Ballot Box agreement to allow for the installation and maintenance of security cameras at each ballot box location, in order to be in place before the November 2024 election. The County agrees to purchase and install and maintain wireless cameras in a County-identified area at each Registrar of Voters' drop-box location on City property. The specifications of the wireless camera shall be at the discretion of the County. Maintenance is defined as ensuring operability of the camera. Removal and/or reinstallation of the cameras shall be at the County's discretion. The County agrees to maintain the area adjacent to the box by keeping the area in good condition and to conduct regular inspections at least once a day during business hours during voting periods and performing routine maintenance of the area to ensure the camera has line of sight to the ballot drop box.The Amendment provides details on this project and amends the current form of Ballot Box Agreement approved om September 1, 2020.

Approval of Amendment No 1. to the Agreement with the County for the installation of surveillance cameras on city property at three Secure Ballot Box locations is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act as it can be seen with certainty that the approval of the amendment will have no effect on the environment.

ALTERNATIVES:

The City Council may choose to deny the installation of surveillance cameras on city property as requested by the County of San Bernardino Registrar of Voters.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Tabitha Crocker, Facilities and Community Services Director
Don Craw, Facilities and Community Services Senior Manager

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

There is no cost to the City for the installation and maintenance of the surveillance cameras.

Attachments

ROV Agreement Installation Secure Ballot Boxes

Amending ROV Ballot Boxes Agreement

Ballot Box Locator Map

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number
20-ROV-09

SAP Number

REGISTRAR OF VOTERS

Department Contract Representative	Bob Page
Telephone Number	909-387-8300
Contractor	City of Redlands
Contractor Representative	Jeanne Donaldson
Telephone Number	909-798-7532
Contract Term	5 years
Original Contract Amount	$6,000
Amendment Amount	
Total Contract Amount	$6,000
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (County) desires to place a secure ballot drop box on City of Redlands (Contractor's) property located at Redlands City Hall (35 Cajon Street, Redlands); Redlands City Corporate Yard (1270 W Park Avenue, Redlands); and Redlands Community Center (111 W Lugonia Avenue, Redlands) for the purpose of allowing city and county voters to deposit official ballots, 24/7, for all elections in San Bernardino County; and

WHEREAS, the County finds Contractor qualified to provide a location for a secure ballot drop box on its property; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. CONTRACTOR RESPONSIBILITIES

A.1 To install the ballot box in a location on the Contractor's property agreed upon by the Contractor and the County. Installation instructions for the ballot box are attached hereto as Attachment "1."

A.2 To allow access to the box by voters during any scheduled Countywide consolidated election and during any other election in which voters within the Contractor's jurisdiction are eligible to vote.

A.3 To maintain the area adjacent to the box by keeping the area in good condition and conduct regular inspections at least once a day during business hours during voting periods and routine maintenance of the area to ensure the public has access to the box.

A.4 To report any damage, tampering or defacement of the box to the County.

A.5 To monitor the status of the box during an election and report any issues to the County.

A.6 To remove and secure mail ballots from the box on an emergency basis only upon direction by County.

A.7 Contractor is receiving the ballot box from County and Contractor is not responsible or liable in any way what-so-ever for the adequacy of the box for its intended purpose or for acts of third parties that may damage to the box, tamper with or spoil of its contents, or any other criminal act of a third party related to the box or its contents.

B. GENERAL CONTRACT REQUIREMENTS

B.1 Recitals

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

B.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

B.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

B.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

B.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

B.6 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

B.7 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

B.8 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor

shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

B.9 County Representative

The Registrar of Voters or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

B.10 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to the box caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

B.11 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

B.11.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

B.11.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

B.11.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

B.12 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

B.13 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry,

physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

B.14 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

B.15 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

B.16 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

B.17 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

B.18 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

B.20 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

B.21 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

B.22 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the

other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

B.23 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a sixty (60) day written notice of termination. Such termination may include all or part of the services described herein. If Contractor desires to terminate the Contract, they shall give the County ample notice and access to remove the drop box. County shall have sixty (60) days from the date Contractor terminates the contract to remove the drop box and restore the property to its original condition. Should County fail to remove the drop box within sixty (60) days, Contractor may remove the box and charge the cost to County. County shall have sixty (60) days from the mailing of the cost notice to reimburse Contractor for the cost of removing the drop box. If Contractor removes the drop box due to County's failure to remove the box, Contractor shall not be responsible for any damages to the drop box notwithstanding any other provision in this Contract.

B.24 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

B.25 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

B.26 Prevailing Wage Laws

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work..." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment A, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Attachment A. The applicable general prevailing wage determinations are on file with the County and are available to any interested party on request. Contractor shall post a copy of the applicable prevailing wage determinations at the job site.

C. TERM OF CONTRACT

This Contract is effective as of September 8, 2020 and expires September 8, 2025 but may be terminated earlier in accordance with provisions of this Contract.

D. COUNTY RESPONSIBILITIES

D.1 To provide the ballot box at County expense and reimburse Contractor for the cost to install and remove the ballot box. Reimbursement shall not exceed $6,000.

D.2 To timely notify the Contractor of any elections to be conducted where the box will need to be available.

D.3 To service the box by removing the ballots as required by County and State requirements during an election period.

D.4 To maintain, repair or replace the box as needed.

D.5 To promptly respond to any reported problems or incidents related to the box.

D.6 To unlock the box at the start of regular Contractor business hours twenty-nine (29) days before the day of an election to allow voters to return their voted mail ballots by depositing the ballots into the box.

D.7 To securely lock the box promptly at 8:00 p.m. on the day of an election to prevent late ballots from being deposited.

E. FISCAL PROVISIONS

E.1 The maximum amount of reimbursement under this Contract shall not exceed $6,000. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

E.2 Contractor shall submit an invoice (in a format acceptable to County) to County within 30 days of the completion of the installation of the ballot box. The County shall make a payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. Reimbursement for the cost to install the ballot box shall be the only payment from County to Contractor under this Contract.

E.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

E.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

F. INDEMNIFICATION AND INSURANCE REQUIREMENTS

F.1 Indemnification

a. Contractor agrees to indemnify, defend (with counsel approved by County) and hold harmless the County and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the Contractor's negligent acts or omissions which arise from the Contractor's performance of its obligations under this Contract.

County agrees to indemnify, defend (with counsel approved by Contractor), and hold harmless the Contractor and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the County's negligent acts or omissions which arise from the County's performance of its obligations under this Contract.

In the event the County and/or the Contractor is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Contract, the County and/or Contractor shall indemnify the other to the extent of its comparative fault. Furthermore, if the County or Contractor attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the County and Contractor agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

b. This section 4 survives the termination or expiration of this Contract.

F.2 Self-Insurance

If both County and Contractor are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement, then that shall suffice for coverage and meet the insurance requirements for this Contract.

F.3 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

F.4 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

F.5 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

F.6 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

F.7 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional

endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request. If Contractor is self-insured or a member of a JPIA, evidence of such coverage shall be furnished to County within fifteen (15) days of the commencement of this contract.

F.8 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII". Self-insurance or membership in a JPIA shall suffice for coverage.

F.9 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

F.10 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

F.11 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

F.12 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

F.12.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

F.12.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

a. Premises operations and mobile equipment.
b. Products and completed operations.
c. Broad form property damage (including completed operations).
d. Explosion, collapse and underground hazards.
e. Personal injury.
f. Contractual liability.
g. $2,000,000 general aggregate limit.

F.12.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

F.12.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G. CORRECTION OF PERFORMANCE DEFICIENCIES

G.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

G.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

a. Afford Contractor thereafter two (2) calendar days within which to cure the breach; and/or
b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
c. Withhold funds pending duration of the breach; and/or
d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

H. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

County of San Bernardino
Registrar of Voters
777 E. Rialto Ave.
San Bernardino, CA 92415

City of Redlands
City Clerk
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

I. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

/
/
/
/
/
/

COUNTY OF SAN BERNARDINO

▶ _____
Bob Page, Registrar of Voters

Dated: 9/10/2020

CITY OF REDLANDS
(Print or type name of corporation, company, contractor, etc.)

By ▶ _____
(Authorized signature - sign in blue ink)

Name Paul W. Foster
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: 9/1/20

Address 35 Cajon Street
Redlands, CA 92373

ATTEST:

_____
Jeanne Donaldson, City Clerk

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ _____	▶ _____	▶ _____
Jolena Grider, Deputy County Counsel		Bob Page, Registrar of Voters
Date 8/21/20	Date _____	Date 8/21/2020

ATTACHMENT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. **Determination of Prevailing Rates:**
   Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.
2. **Payment of Prevailing Rates**
   Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.
3. **Prevailing Rate Penalty**
   The Contractor shall, as a penalty, forfeit two hundred dollars ($200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
4. **Ineligible Contractors:**
   Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at http://www.dir.ca.gov/Public-Works/PublicWorks.html. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.
5. **Payroll Records:**
   a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
      i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
      ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
      iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;

iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.

b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. **Limits on Hours of Work:**
Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. **Penalty for Excess Hours:**
The Contractor shall pay to the County a penalty of twenty-five dollars ($25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. **Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:**

a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:

i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

iii. This project is subject to compliance monitoring and enforcement by the DIR.

iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.

1) The certified payroll must be submitted at least monthly to the Labor Commissioner.

2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.

3) The certified payroll records must be in a format prescribed by the Labor Commissioner.

vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is $25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is $15,000 or less when the project is for maintenance work.

b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars ($400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars ($2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

"(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.
(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
(1) The subcontractor is registered prior to the bid opening.
(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.
(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.
(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.
(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars ($100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars ($8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars ($100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars ($10,000).
(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.
(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnity or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars ($10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

a. Submit Contract Award Information (DAS-140):

i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

ii. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—*it is not a request for the dispatch of an apprentice.*

iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.

iv. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.

v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

http://www.dir.ca.gov/Databases/das/pwaddrstart.asp.

b. Employ Registered Apprentices
   i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
   ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
   iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
   iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
   v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
   vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

c. Make Training Fund Contributions
   i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
   ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
   iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
   iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
   v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
   i. When the Contractor holds a sole proprietor license ("Owner-Operator") and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
   ii. Contractors performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
   iii. When the Contractor has a direct contract with the Public Agency that is under $30,000.
   iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
   v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Rations:

a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
   i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
   ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

M910 BALLOT DROP INSTALLATION INSTRUCTIONS

01 Carefully unpack your M910 Ballot Drop. Please inspect your shipment at the time of delivery. Customers are responsible if damaged merchandise is signed for at the time of delivery.

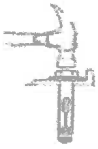
02 Place your M910 Ballot Drop in the area that you want it to be of service to the community. Mark the 4 holes at the bottom of the cabinet and move the cabinet out of the way.

03

Drill a 1/2 inch hole at 4 inches deep for all 4 marks.

Move the cabinet back to align with the holes.

04



Tap in all 4 included stainless steel wedge anchors.

05

Secure each anchor with a wrench.

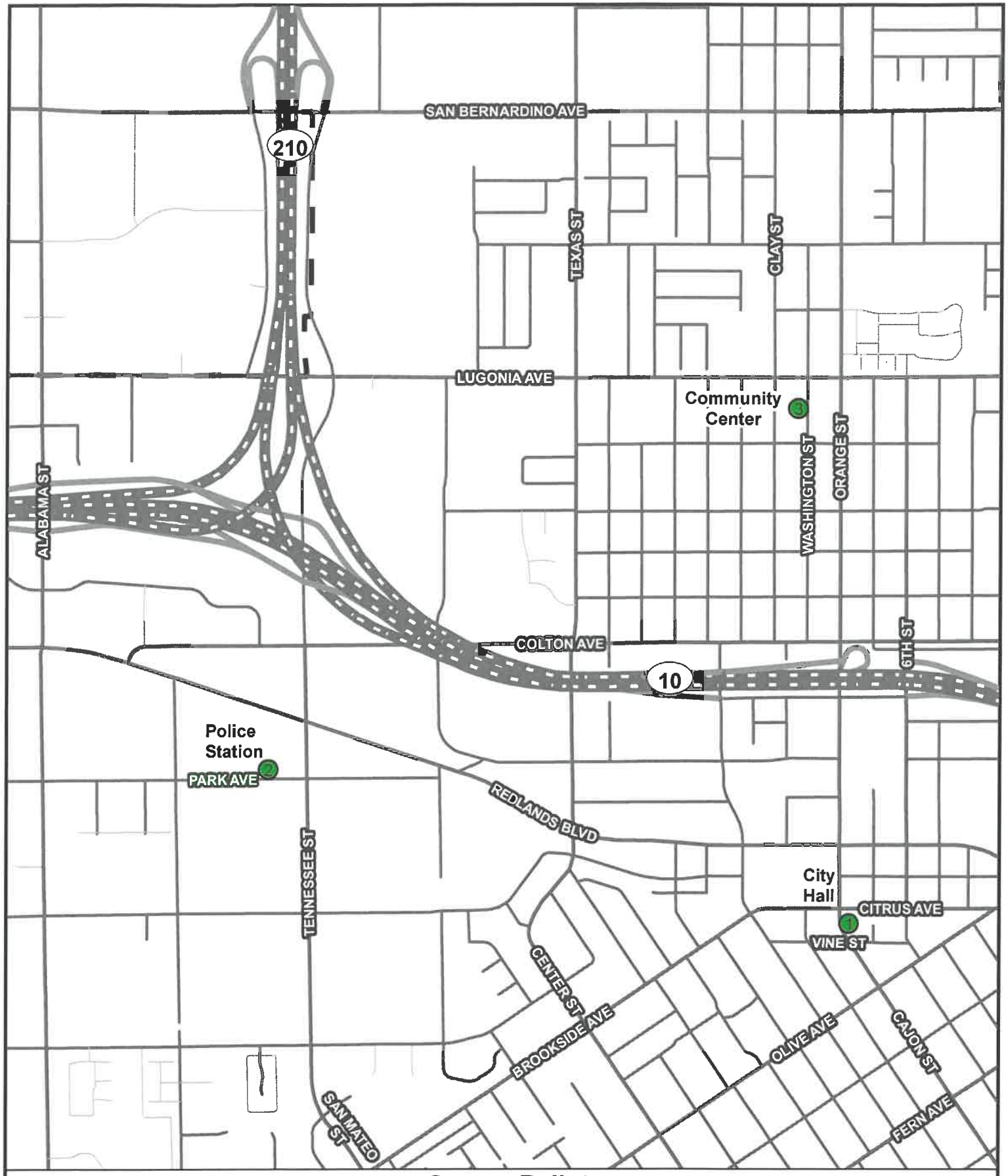
M910 BALLOT DROP STAINLESS STEEL CARE INSTRUCTIONS

Clean monthly with an oil based stainless steel cleaner.

Polish for a long lasting shine.

Use a powder graphite or lock lubricant to help the lock work smoothly.

Questions about the M910 Ballot Drop?
Contact American Security Cabinets at
866.268.4955 or sales@ascabr.com
www.ballotdrops.com



Secure Ballot Box Locations

1. 35 Cajon St - Redlands City Hall
2. 1270 W Park Ave - Redlands Police Department
3. 111 W Lugonia Ave - Redlands Community Center

Feet

0 1,000 2,000

wo1719SecureBallotBoxLocations August 18, 2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		
Alliant Insurance Services, Inc. 100 Pine Street, 11th floor San Francisco CA 94111	CONTACT NAME: Andrea Ferry	
	PHONE (A/C, No, Ext): 415-403-1456	FAX (A/C, No): 415-874-4811
	E-MAIL ADDRESS: aferry@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Safety National Casualty Corpo	15105
INSURED City of Redlands 35 Cajon Street Redlands CA 92373	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1866978240 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Excess Workers Compensation and Employer Liability			SP4063353	7/1/2020	7/1/2021	Employers Liability Max limit of Liab. Per Occ & Agg	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of coverage is provide to County of San Bernardino to place a secure ballot drop box on City of Redlands (Contractor's) property located at Redlands City Hall (35 Cajon Street, Redlands); Redlands City Corporate Yard (1270 W Park Avenue, Redlands); and Redlands Community Center (111 W Lugonia Avenue, Redlands) for allowing City and County voters to deposit official ballots, 24/7, for all elections in San Bernardino County.

Blanket Waiver of Subrogation will follow.

The term of agreement shall begin on September 8, 2020 and shall end on September 8, 2025.

Subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

County of San Bernardino
Registrar of Voters
777 E. Rialto Ave.
San Bernardino CA 92415

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

CERTIFICATE NO. | ISSUE DATE

GL1-7589 AI	**CERTIFICATE OF COVERAGE**	08/31/2020

Public Risk Innovation, Solutions and Management
C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member:
CITY OF REDLANDS
ATTN: TOMMI NG
PO BOX 3005
REDLANDS, CA 92373

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability [X] General Liability Aggregate [X] Auto Liability	PRISM PE 20 EL-112	07/01/2020	07/01/2021	$1,000,000 $2,000,000 $1,000,000 Limits inclusive of the Member's Self-Insured Retention of $500,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN CITY OF REDLANDS AND SAN BERNARDINO COUNTY REGISTRAR OF VOTERS FOR PLACEMENT OF SECURE BALLOT DROP BOX ON CITY PROPERTY LOCATED AT REDLANDS CITY HALL, 35 CAJON STREET, REDLANDS; REDLANDS CITY CORPORATE YARD, 1270 W PARK AVE, REDLANDS; AND REDLANDS COMMUNITY CENTER, 111 W LUGONIA AVE, REDLANDS.

SAN BERNARDINO COUNTY REGISTRAR OF VOTERS, ITS OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

THIS INSURANCE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9. THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST THE ADDITIONAL COVERED PARTY(IES) PURSUANT TO ENDORSEMENT NUMBER U-8.

Certificate Holder

COUNTY OF SAN BERNARDINO
REGISTRAR OF VOTERS
777 E RIALTO AVE
SAN BERNANDINO, CA 92415

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions and Management

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT
GENERAL LIABILITY 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____ **Memorandum No.: PRISM 20 EL-00**

Issued to: **ALL MEMBERS**

Issue Date: **June 25, 2020**

Gina Dean

Authorized Representative
Public Risk Innovation, Solutions and Management

ENDORSEMENT NO. U-8

PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT GENERAL LIABILITY 1

AMENDATORY ENDORSEMENT - WAIVER OF SUBROGATION

It is understood and agreed that Condition 8. SUBROGATION, of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

8. SUBROGATION

PRISM shall be subrogated to the extent of any payment hereunder to all the **covered party's** rights of recovery therefore; and the covered party shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the **covered party's**) having paid an amount in excess of the self-insured retention, plus the limit of liability, hereunder shall be reimbursed first to the extent of actual payment. PRISM shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the covered party. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by PRISM, it shall bear the expenses thereof.

Notwithstanding the above, PRISM waives its rights of subrogation against any person or organization with whom the **covered party** has entered into a written agreement that includes a waiver of subrogation, but only if the agreement is in effect before the injury, damage or liability occurs.

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: **Memorandum No.:** PRISM 20 EL-00

Issued To: ALL MEMBERS

Issue Date: June 28, 2019

Gina Dean

Authorized Representative
Public Risk Innovation, Solutions and Management

ENDORSEMENT NO. U-9

PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT GENERAL LIABILITY 1

AMENDATORY ENDORSEMENT - PRIMARY/NON-CONTRIBUTORY

It is understood and agreed that Condition 7. OTHER COVERAGE of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

7. OTHER COVERAGE

If collectible insurance with an insurer, or collectible group coverage through another joint powers authority, interlocal cooperative agreement, self-insurance or other public entity group coverage is available to the **covered party** covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be: (a) in excess of, and shall not contribute with, such insurance; and (b) shall contribute only with any excess group coverage available through another joint powers authority according to a pro-rata, time on the risk basis. However, this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum, or to insurance or reinsurance which is intended to provide the remainder of the limit of liability stated in the Declarations of this Memorandum when the coverage afforded under this Memorandum provides less than 100 percent of the limit set forth in the Declarations. However, if the **covered party** has entered into a written agreement, prior to any loss event, in which it is agreed that this coverage shall be primary and/or non-contributory with respect to an additional **covered party** as specified in Endorsement U-1 of this Memorandum, then this coverage shall respond as primary and/or non-contributory, but shall be limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by the written agreement.

Notwithstanding the foregoing paragraph, if coverage for a claim or **suit** is available under this Memorandum and a memorandum of coverage issued in connection with the PRISM's Medical Malpractice Program, this Memorandum shall afford primary coverage only where the gravamen of the claim or **suit** involves liability covered hereunder. EIA staff will preliminarily assess the gravamen of the claim or **suit** and refer it to the committee responsible for the coverage believed to be applicable under this paragraph. Where that committee disputes PRISM's assessment of the gravamen of the claim or **suit** and rejects primary coverage, PRISM will thereafter refer the claim or **suit** to the committee responsible for the other applicable coverage. If that committee also rejects the primary coverage responsibility, the Executive Committee will determine which of PRISM's coverages is primary under this paragraph.

If the Member disputes the acceptance of primary coverage by a committee of PRISM's responsible for the coverage, the Member may appeal that decision to the Executive Committee. Appeal must be requested within 60 days of the coverage acceptance by PRISM.

If the Member is not satisfied with the outcome of the Executive Committee appeal or the determination by the Executive Committee as to which of PRISM's coverages is primary where no committee agreed to accept primary responsibility, the Member may invoke Section (d) and (e) of Article 31 of PRISM's Joint Powers Agreement and proceed to arbitration and, if necessary, litigation. For purposes of this paragraph, the Member must request to invoke Article 31 dispute resolution process within 60 days of the Executive Committee's determination as to which of PRISM's coverages is primary.

Where a memorandum of coverage issued in connection with PRISM's Medical Malpractice Program is determined to afford primary coverage pursuant to this section, the exhaustion of PRISM's limit of liability under the Medical Malpractice Program will satisfy the **covered party's** self-insured retention under this Memorandum.

Coverage for the additional **covered party** under this endorsement is limited to the written contract or agreement as specified on the Certificate of Coverage and Endorsement U-1 of this Memorandum.

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Dat **Memorandum No.:** PRISM 20 EL-00

Issued to: ALL MEMBERS

Issue Date: June 25, 2020

Gina Dean

Authorized Representative
Public Risk Innovation, Solutions and Management

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number

20-ROV-09 A1

SAP Number

Registrar of Voters

Department Contract Representative	Stephenie Shea
Telephone Number	909-387-2100
Contractor	City of Redlands
Contractor Representative	Jeanne Donaldson
Telephone Number	909-798-7532
Contract Term	5 years
Original Contract Amount	$6,000
Amendment Amount	
Total Contract Amount	$6,000
Cost Center	

AMENDMENT NO. 1

TEMPLATE AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF SECURE BALLOT DROP BOXES

IT IS HEREBY AGREED AS FOLLOWS*:*

WHEREAS, August 25, 2020 (Item No. 60), the Board of Supervisors approved Contract Templates for the installation and maintenance of Secure Ballot Drop Boxes, and;

WHEREAS, the County desires to install wireless cameras at its ballot drop box locations across the county to support election security; and

NOW, THEREFORE, the County and Contractor mutually agree to the following:

1. The above listed recitals are incorporated into the Contract and the Parties represent that they are true and correct.

2. Section D. COUNTY RESPONSIBILITIES is amended to add section D.8 as follows:

   D.8 To install and maintain wireless cameras in a County-identified area at each Registrar of Voters' drop-box location across the county. The specifications of the wireless camera shall be at the discretion of the County. Maintenance is defined as ensuring operability of the camera. Removal

and/or reinstallation of the camera shall be at the County's discretion. To maintain the area adjacent to the box by keeping the area in good condition and conduct regular inspections at least once a day during business hours during voting periods and performing routine maintenance of the area to ensure the camera has line of sight to the ballot drop box

3. Section J., ELECTRONIC SIGNATURES is added to read as follows:

J. **ELECTRONIC SIGNATURES**

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

4. All other terms and conditions of the contract remain in full force and effect.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► _____

Dated: _____

_____
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

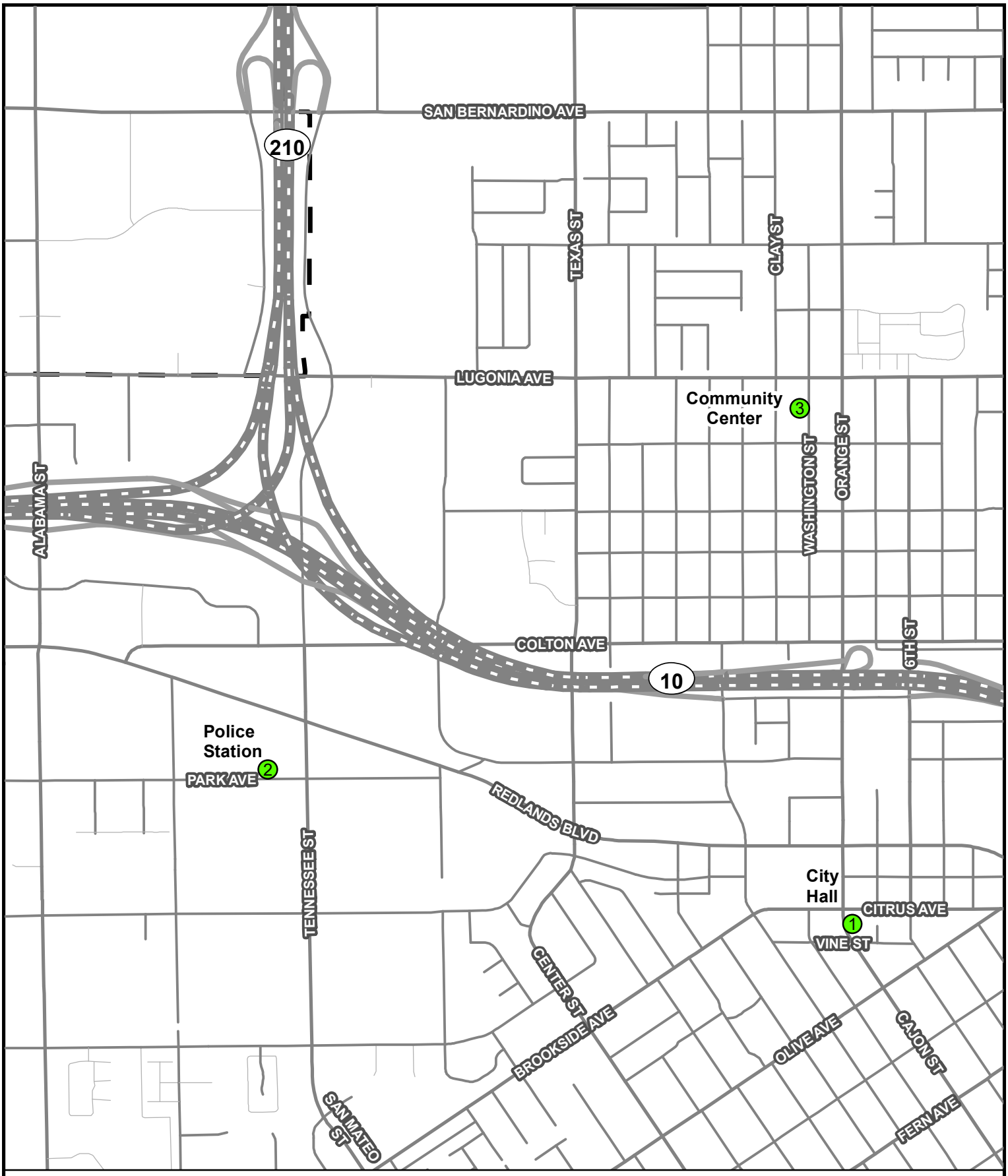
Dated: _____

Address _____

_____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Jolena Grider	►	►
Jolena Grider, Deputy County Counsel		Stephenie Shea, Registrar of Voters
Date 6/28/24	Date _____	Date _____



Secure Ballot Box Locations

1. 35 Cajon St - Redlands City Hall
2. 1270 W Park Ave - Redlands Police Department
3. 111 W Lugonia Ave - Redlands Community Center

Feet

0 1,000 2,000

City Council/Financing Authority Meeting **I. 6.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8628 Amending the Conflict of Interest Code for the City, acknowledge that this City Council has reviewed its Conflict of Interest Code, and find that the amendments pertaining to certain positions are necessary (Assistant City Manager McConnell)

MOTION:

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

I move to adopt Resolution No. 8628 and acknowledge that this City Council has reviewed its Conflict of Interest Code and finds that the following amendments are necessary: (1) Include new positions that must be designated and (2) Delete positions that no longer make or participate in governmental decisions.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 8628 amending the Conflict of Interest Code for the City and acknowledge that this City Council has reviewed its Conflict of Interest Code and finds that the following amendments are necessary: (1) Include new positions that must be designated and (2) Delete positions that no longer make or participate in governmental decisions.

DISCUSSION:

Government Code Section 87306.5 requires the review of every public agency's Conflict of Interest Code in each even-numbered year and submission to the City Council of a statement regarding that review. Staff has reviewed the City's Conflict of Interest Code and finds that amendments are necessary. These amendments include revising the Designated Positions to accurately reflect the

relevant classifications currently in place as of the City's most recent Salary Resolution No. 8628 effective September 3, 2024, in addition to minor language revisions to reflect the renumbering of the Fair Political Practices Commission (FPPC) regulations referenced within the Conflicts of Interest Code due to recent changes made by the FPPC.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Tommi Ng, Assistant Human Resources / Risk Management Director

---

Attachments

Resolution 8372 (Rescinded)

Resolution 8628 Conflict of Interest Code

RESOLUTION NO. 8372

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING ITS CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974, INCLUDING THOSE CITY DESIGNATED EMPLOYEES IN THEIR CAPACITY AS STAFF FOR THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS AND RESCINDING RESOLUTION NO. 8129

WHEREAS, the Legislature of the State of California enacted the Political Reform Act of 1974, Government Code section 81000 *et seq.* (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees, and consultants of the City of Redlands (the "City"), and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the City adopted a Conflict of Interest Code pursuant to the Political Reform Act of 1974 by Resolution No. 3290 on October 5, 1976; and

WHEREAS, the City has amended its Conflict of Interest Code periodically as mandated by law and as deemed necessary by the City Council of the City (this "City Council"); and

WHEREAS, this City Council last amended its Conflict of Interest Code by Resolution No. 8129 on September 1, 2020; and

WHEREAS, this City Council wishes to update its Conflict of Interest Code to identify the current designated City employees and consultants that are subject to the Conflict of Interest Code; and

WHEREAS, on November 1, 2011, this City Council approved Resolution No. 7089 electing to serve as the successor agency ("Successor Agency"), pursuant to AB X1 26, to the former Redevelopment Agency of the City of Redlands; and

WHEREAS, this City Council, for purposes of carrying out its role as Successor Agency, has amended the City's Conflict of Interest Code, including those current designated City employees and consultants serving in the capacity as staff to the Successor Agency, and consultants, that are subject to the City's Conflict of Interest Code;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands that the Conflict of Interest Code as set forth in Resolution No. 8129 is hereby rescinded in its entirety and replaced with the Conflict of Interest Code, attached as Exhibit "1," which is hereby adopted for the City of Redlands in its capacity as Successor Agency to the former Redevelopment Agency of the City of Redlands.

ADOPTED AND APPROVED this 20th day of September, 2022.

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution No. 8372 was duly adopted by the City Council at a regular meeting thereof, held on the 20th day of September, 2022, by the following vote:

AYES: Councilmembers Tejeda, Davis, Guzman-Lowery, Gallagher; Mayor Barich
NOES: None
ABSENT: None
ABSTAIN: None

Jeanne Donaldson, City Clerk

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EXHIBIT "1"

CITY OF REDLANDS AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS

CONFLICT OF INTEREST CODE

Adopted: October 5, 1976
Last Amended: September 20, 2022

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CONFLICT OF INTEREST CODE

OF THE

CITY OF REDLANDS, AND OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS

A. Purpose/Incorporation by Reference.

1. Statement of Purpose. It is the purpose of this Code to provide for the disclosure of designated employee assets and income which may be materially affected by such employees' official actions, and, in appropriate circumstances, to provide that designated employees should be disqualified from acting in order that conflicts of interest may be avoided. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000, *et seq.*) (the "Act").

2. Incorporation by Reference. The Act requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted regulations (2 Cal. Code of Regs., section 18730, *et seq.*) which contain the terms of a standard conflict of interest code, and which can be incorporated by reference in an agency's code. After public notice and hearing, the agency's conflict of interest code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the provisions of 2 California Code of Regulations section 18730, *et seq.*, and any amendments to them duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. These regulations, and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of the City of Redlands ("City").

3. Public Availability. Designated employees shall file their statements with the City, which will then make the statements available for public inspection and reproduction (Government Code section 81008). Statements for designated employees will be retained by the City.

B. Definition of Terms. This Conflict of Interest Code contains a number of key terms, such as "designated employee," "interests in real property within the jurisdiction," "investments in business entities," "income," and decisions "made" or "participated in" by a designated employee, which are defined in the Act and the regulations of the Fair Political Practices Commission (2 Cal. Code of Regs., section 18110, *et seq.*). These definitions and regulations, and any amendments to the Act or regulations, are incorporated by reference into this Conflict of Interest Code. Summaries of certain definitions are contained in the attached Addendum, which is provided for convenience of reference only, and are not a part of this Conflict of Interest Code. The definitions of key terms contained in the Act or the regulations are amended and changed from time to time. The summaries of definitions contained in the Addendum will be updated accordingly on a periodic basis.

C. Disclosure Statements.

1. Designated Employees. The persons holding positions listed in Exhibit "A" of the Appendix of this Conflict of Interest Code are "designated employees." It has been determined that these officers and employees make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

2. Disclosure Requirements. Each designated employee shall file an annual statement disclosing interests in real property within the City's jurisdiction, investments in business entities, business positions held or received during the previous calendar year, and income or sources of income which might foreseeably be affected materially by the operations of the City. The City has determined that it is foreseeable that the types of investments, interests in real property, business positions held or received during the previous calendar year, and income, and sources of income listed in Exhibit "B" of the Appendix may be affected materially by decisions made or participated in by the designated employee by virtue of his or her position, and are reportable if held by the designated employee.

3. Statements of Economic Interests: Time of Filing Statements; Contents Thereof.

(a) Initial Statements. All designated employees employed on the effective date of this Conflict of Interest Code, as originally adopted, promulgated and approved by the City Council, shall file statements within thirty (30) days after the effective date of this Conflict of Interest Code. Thereafter, each person already in a position when it is designated by an amendment to this Conflict of Interest Code shall file an initial statement within thirty (30) days after the effective date of the amendment. Initial statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the twelve (12) months prior to the effective date of this Conflict of Interest Code.

(b) Assuming Office Statements. All new designated employees who are appointed, promoted or transferred to a designated position after the effective date of this Conflict of Interest Code shall file statements within thirty (30) days after assuming the designated position, disclosing any reportable income, investments, interests in real property and business positions held or received during the twelve (12) months prior to the date of assuming office.

(c) Annual Statements. Annual statements shall be filed by all designated employees on or before April 1 of each year, disclosing any reportable investments, interests in real property, income and business positions held or received in the period since the closing date of the employee's previously filed statement and December 31.

(d) Leaving Office Statements. Every designated employee who leaves office and does not assume another designated position for the City shall file a statement within thirty (30) days after leaving office disclosing any reportable investments, interests in real property, income

and business positions held or received during the period since the last previous statement was filed.

(e) Candidates' Statements. Candidates for election to City positions shall file a statement no later than the final date for filing Declarations of Candidacy, disclosing reportable investments and interests in real property held on the final date for filing Declarations of Candidacy. This subsection shall not apply to candidates who filed statements with the City within the previous twelve (12) months under subsections (a), (b) or (c) of this Section.

4. Statement for Persons who Resign 30 Days after Appointment. Persons who resign within thirty (30) days of initial appointment are not deemed to have assumed office or left office provided they did not make or participate in the making of, or use their position to influence any decision and did not receive or become entitled to receive any form of payment as a result of their appointment. Such persons shall not file either an assuming or leaving office statement.

5. Place of Filing Statements. All designated employees required to submit a statement of economic interests shall file the original with the City Clerk. The City Clerk shall make and retain a copy of all statements filed by members of and candidates for the City Council of the City of Redlands, the City Manager and City officials who manage public investments, and the City Attorney, and forward the original of each such statement to the Fair Political Practices Commission ("FPPC"). The City Clerk shall retain the originals of the statements of all other designated employees.

6. Forms for Statements. Forms for filing disclosure statements will be made available by the City Clerk, and will adhere to the forms prescribed by the FPPC.

D. Manner of Reporting. The designated employee shall report all economic interests as required under California Code of Regulations section 18730.

E. Disqualification. Designated employees must disqualify themselves as required pursuant to California Code of Regulations section 18730 (section 9).

F. Opinions of the Commission and Counsel.

1. Request for Opinion and Reliance. Any designated employee who is unsure of any duty, right, or privilege of participation in any matter under this Code or under the provisions of the Act may request a formal opinion or letter of advice from the FPPC, or an opinion from the City Attorney, provided that nothing in this Conflict of Interest Code requires the City Attorney to issue any formal or informal opinion.

2. Evidence of Good Faith. If an opinion or a letter of advice is rendered by the FPPC stating in full the facts and law upon which the opinion is based, compliance therewith by the designated employee is evidence of good faith in any criminal proceeding and is a presumption affecting the burden of proof of any civil proceeding brought under the Act or this Conflict of Interest Code. The designated employee's good faith compliance with such opinion shall also

constitute a complete defense to any disciplinary action brought by the authority under section 91000 et seq. of the Act or this Conflict of Interest Code.

G. Legislative or Judicial Amendments. All amendments or changes to the provisions of the Act, occurring as the result of legislative amendment or judicial decision, shall automatically and immediately be incorporated into this Conflict of Interest Code and this Conflict of Interest Code shall, without further action, thereupon be deemed amended and changed to reflect such legislative or judicial amendment or decision.

H. Force and Effect of Code. This Conflict of Interest Code has the force and effect of law. Designated employees violating any provision of this Conflict of Interest Code are subject to the administrative, criminal and civil sanctions provided by the Act.

EXHIBIT "A"

DESIGNATED POSITIONS

The Mayor, Members of the City Council, Board Members of the Successor Agency, the City Manager, the Executive Director of the Successor Agency, and other City officials who manage public investments, and the City Attorney, are included in and governed by this Conflict of Interest Code only with respect to its disqualification provisions. For purpose of disclosure, the Mayor, members of the City Council and Board Members of the Successor Agency, Planning Commissioners, the City Manager, the Executive Director of the Successor Agency, City Attorney, City Treasurer, and the City officials who make public investments are governed by the statutory conflicts of interest provisions of Article 2 of Chapter 7 of the Political Reform Act of 1974 (Government Code section 87200, *et seq.*).

DESIGNATED EMPLOYEE'S TITLE OR FUNCTION	**DISCLOSURE CATEGORIES ASSIGNED**
CITY CLERK'S OFFCE	
City Clerk	All Disclosure Categories (1-7)
CITY MANAGER'S OFFICE	
Assistant City Manager	All Disclosure Categories (1-7)
Project Manager	Disclosure Categories (1,3,5,7)
Grants Coordinator	Disclosure Categories (1,3,5,7)
Management Analyst	All Disclosure Categories (1-7)
Administrative Analyst	Disclosure Categories (1,3,5,7)
Public Information Officer	All Disclosure Categories (1-7)
Multimedia Production Officer	Disclosure Categories (1,3,5,7)
Procurement Manager	All Disclosure Categories (1-7)
DEVELOPMENT SERVICES	
Development Services Director	All Disclosure Categories (1-7)
Management Analyst	All Disclosure Categories (1-7)
Administrative Analyst	Disclosure Categories (1,3,5-7)
One Stop Permit Center Manager	All Disclosure Categories (1-7)
Asst/Assoc/Civil/Sr. Civil	Disclosure Categories (1,3,5-7)
Chief Building Official	All Disclosure Categories (1-7)
Sr. Plans Examiner	Disclosure Categories (1,3,5-7)
Economic Development Manager	All Disclosure Categories (1-7)
City Planner	All Disclosure Categories (1-7)
Principal Planner	Disclosure Categories (1,3,5-7)
Senior Planner	Disclosure Categories (1,3,5-7)
FIRE	
Fire Chief	All Disclosure Categories (1-7)
Fire Marshal	All Disclosure Categories (1-7)
Deputy Fire Chief	All Disclosure Categories (1-7)
Deputy Fire Marshal	All Disclosure Categories (1-7)
Battalion Chief	Disclosure Categories (1-3, 5-7)
EMS Coordinator	Disclosure Categories (1,3,5-7)

Management Analyst	All Disclosure Categories (1-7)
Emergency Operations Specialist	Disclosure Categories (1,3,5-7)
DESIGNATED EMPLOYEE'S TITLE OR FUNCTION	**DISCLOSURE CATEGORIES ASSIGNED**
HUMAN RESOURCES/RISK	
Assistant Director, HR/Risk Management	All Disclosure Categories (1-7)
HR/Risk Manager	All Disclosure Categories (1-7)
HR Analyst	Disclosure Categories (1,3,5-7)
Risk Management Specialist	Disclosure Categories (1,3,5-7)
Human Resource Specialist	Disclosure Categories (1,3,5-7)
LIBRARY	
Library Director	All Disclosure Categories (1-7)
Archivist Curator	All Disclosure Categories (1-7)
Principal Librarian	Disclosure Categories (1,3,5-7)
Systems Administrator	Disclosure Categories (1,3,5-7)
Management Analyst	All Disclosure Categories (1-7)
Senior Librarian	Disclosure Categories (1,3,5-7)
Special Collections Manager	Disclosure Categories (1,3,5-7)
Adult Literacy Coordinator	Disclosure Categories (1,3,5-7)
Technical Services Coordinator	Disclosure Categories (1,3,5-7)
MANAGEMENT SERVICES/FINANCE	
Director, Management Services/Finance	All Disclosure Categories (1-7)
IT Manager	All Disclosure Categories (1-7)
Network Engineer	Disclosure Categories (1,3,5-7)
GIS Supervisor	All Disclosure Categories (1-7)
IT Systems Supervisor	All Disclosure Categories (1-7)
Database Administrator	Disclosure Categories (1,3,5-7)
System Administrator	Disclosure Categories (1,3,5-7)
GIS Analyst	Disclosure Categories (1,3,5-7)
Network Specialist	Disclosure Categories (1,3,5-7)
Assistant Finance Director	All Disclosure Categories (1-7)
Finance Manager	All Disclosure Categories (1-7)
Senior Accountant	Disclosure Categories (1,3,5-7)
Management Analyst	All Disclosure Categories (1-7)
Accountant	Disclosure Categories (1,3,5-7)
Revenue Supervisor	All Disclosure Categories (1-7)
Utilities Customer Service Supervisor	All Disclosure Categories (1-7)
Accountant	Disclosure Categories (1,3,5-7)
Payroll Coordinator	All Disclosure Categories (1-7)
MUNICIPAL UTILITIES & ENGINEERING	
Director of Municipal Utilities and Public Works Engineering/City Engineer	All Disclosure Categories (1-7)
City Engineer	All Disclosure Categories (1-7)
Construction Manager	All Disclosure Categories (1-7)
Asst/Assoc/Civil/Sr. Civil Engineer	Disclosure Categories (1,3,5-7)
Field Services Coordinator	Disclosure Categories (1,3,5-7)
Utilities Operations Manager	All Disclosure Categories (1-7)

Laboratory Manager	All Disclosure Categories (1-7)
Water Production/Maintenance Superintendent	All Disclosure Categories (1-7)
Water Distribution Superintendent	All Disclosure Categories (1-7)
Water Production Operations Supervisor	All Disclosure Categories (1-7)
Water Productions Maintenance Supervisor	All Disclosure Categories (1-7)
Water Distribution Supervisor	All Disclosure Categories (1-7)
Wastewater Operations Superintendent	All Disclosure Categories (1-7)
Wastewater Operations Supervisor	All Disclosure Categories (1-7)
Wastewater Collection System Supervisor	All Disclosure Categories (1-7)
POLICE	
Chief of Police	All Disclosure Categories (1-7)
Deputy Police Chief	All Disclosure Categories (1-7)
Police Commander	All Disclosure Categories (1-7)
Police Operations Manager	All Disclosure Categories (1-7)
Management Analyst	All Disclosure Categories (1-7)
Police Operations Coordinator	Disclosure Categories (1,3,5-7)
Police Customer Service Supervisor	All Disclosure Categories (1-7)
FACILITIES AND COMMUNITY SERVICES	
Assistant Director, FCS	All Disclosure Categories (1-7)
Sr. Manager, FCS	All Disclosure Categories (1-7)
Manager, FCS	All Disclosure Categories (1-7)
Field Services Superintendent	All Disclosure Categories (1-7)
Field Services Project Supervisor	All Disclosure Categories (1-7)
Homeless Solutions Coordinator	Disclosure Categories (1,3,5-7)
Administrative Analyst	Disclosure Categories (1,3,5-7)
Airport Supervisor	All Disclosure Categories (1-7)
Solid Waste Manager	All Disclosure Categories (1-7)
Solid Waste Collections Supervisor	All Disclosure Categories (1-7)
Solid Waste Route Coordinator	Disclosure Categories (1,3,5-7)
Recycling Coordinator	Disclosure Categories (1,3,5-7)
Fleet Services Coordinator	Disclosure Categories (1,3,5-7)
Cemetery Manager	All Disclosure Categories (1-7)
Animal Control Supervisor	All Disclosure Categories (1-7)
Recreation Supervisor	All Disclosure Categories (1-7)
COMMISSIONS	
Historic and Scenic Preservation Commissioners	Disclosure Categories (1,2,3,7)
Library Board of Trustees	All Disclosure Categories (1-7)
Consultants *	

* Consultants, who provide services under contract to fill one of the above-referenced designated positions, shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of

disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

EXHIBIT "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, which the designated employee must disclose for each disclosure category for each disclosure category to which he or she is assigned.

Category 1: All investments and business positions in, and sources of income from, business entities that do business or own real property within the jurisdiction of the City, plan to do business or own real property within the jurisdiction of the City within the next year, or have done business or owned real property within the jurisdiction of the City within the past two (2) years.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in, and sources of income from, business entities that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City, plan to engage in such activities within the jurisdiction of the City within the next year, or have engaged in such activities within the jurisdiction of the City within the past two (2) years.

Category 4: All investments and business positions in, and sources of income from, business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 6: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's Department.

Category 7: All investments and business positions in, and sources of income from, business entities subject to the regulatory, permit, or licensing authority of the Designated Employee's Department, will be subject to such authority within the next year, or have been subject to such authority within the past two (2) years.

ADDENDUM

REFERENCE DEFINITIONS

FOR THE

CONFLICT OF INTEREST CODE

OF THE

THE CITY OF REDLANDS

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DEFINITIONS

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DEFINITIONS

1. "Public Official" means every member, officer, employee or consultant of a state or local government agency, but does not include judges and court commissioners in the Judicial branch of government. "Public official" also does not include members of the Board of Governors and designated employees of the State Bar of California, members of the Judicial Council and members of the Commission on Judicial Performance, provided that they are subject to the provisions of Article 2.5 (commencing with section 6035) of Chapter 4 of Division 3 of the Business and Professions Code as provided in section 6038 of that Article. Government Code section 82048.

2. "Member" shall include, but not be limited to, salaried or unsalaried members of committees, boards or commissions with decision making authority.

A. A committee, board or commission possesses decision making authority whenever:

i. It may make a final governmental decision, or

ii. It may compel a governmental decision; or it may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto that may not be overridden; or

iii. It makes substantive recommendations that are, and over an extended period of time have been, regularly approved without significant amendment or modification by a public official or the City Council. 2 CCR section 18700.

B. A committee, board, or commission does not possess decision making authority of it is formed for the sole purpose of researching a topic and preparing a report of recommendation for submission to another governmental body that has final decision-making authority.

3. "Consultant" means an individual who, pursuant to a contract with a state or local government agency:

A. Makes a governmental decision whether to:

i. Approve a rate, rule or regulation;

ii. Adopt or enforce a law;

iii. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;

iv. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;

v. Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;

vi. Grant agency approval to a plan, design, report, study, or similar item;

vii. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

B. Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation section 18704 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Government Code section 87302. 2 CCR section 18700.3.

4. "Designated Employee" means any official of the Agency whose position is so designated in the Appendix of the Agency's Conflict of Interest Code. The Appendix sets forth those positions which entail the making or participation in the making of decisions which may foreseeably have a material financial effect on any financial interest, but does not include any unsalaried member of any board or commission which serves a solely advisory function. Government Code section 82019.

5. "Making a Governmental Decision." A public official "makes a governmental decision," except as provided in 2 California Code of Regulations section 18704, when the official, acting within the authority of his or her office or position:

(1) Votes on a matter;

(2) Appoints a person;

(3) Obligates or commits his or her agency to any course of action;

(4) Enters into any contractual agreement on behalf of his or her agency;

(5) Determines not to act, within the meaning of subdivisions 1, 2, 3, 4, above, unless such determination is made because of his or her financial interest. When the determination not to act occurs because of the official's financial interest, the official's determination may be accompanied by an oral or written disclosure of the financial interest. 2 CCR section 18707

6. "Participating in the Making of Governmental Decisions": A public official "participates in making a governmental decision," except as provided in Title 2, Code of Regulations section 18704, when, acting within the authority of his or her position, the official:

(a) Negotiates, without significant substantive review, with a governmental entity or private person regarding a governmental decision referenced in Title 2, California Code of Regulations section 18700(c)(4); or

(b) Advises or makes recommendations to the decision maker either directly or without significant intervening substantive review, by:

(1) Conducting research or making any investigation which requires the exercise of judgment on the part of the official and the purpose of which is to influence a governmental decision referenced in Title 2, California Code of Regulations section 18704; or

(2) Preparing or presenting any report, analysis, or opinion, orally, or in writing, which requires the exercise of judgment on the part of the official and the purpose of which is to influence a governmental decision referenced in Title 2, California Code of Regulations section 18700(c)(4); 2 CCR section 18704

7. "Financial Interest": A public official has a financial interest in a decision within the meaning of Government Code section 87100 if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family, or on any of the following:

(a) Any business entity in which the public official has a direct or indirect investment worth two thousand dollars ($2,000) or more.

(b) Any real property in which the public official has a direct or indirect interest worth two thousand dollars ($2,000) or more.

(c) Any source of income, except gifts or loans by a commercial lending institution made in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars ($500) or more in value provided or promised to, received by, the public official within 12 months prior to the time when the decision is made.

(d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars ($250) or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made. The amount of the value of gifts specified by this subsection shall be adjusted biennially by the commission to equal the same amount determined by the commission pursuant to subdivision (f) of Government Code section 89503.

For purposes of this section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a public official, by an agent on behalf of a public official, or by a business entity or trust in which the official, the official's agents, spouse,

and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater. Government Code § 87103; 2 CCR section 18700(c)(6).

8. "Material Financial Effect" means the financial effect of a governmental decision on a financial interest of a public official is material if, at the time the official makes or participates in making the decision, the decision will have a significant effect on the official or a member of the official's immediate family, or on the source of income, the source of gifts, the business entity, or the real property, which is an economic interest of the official. In determining whether it is reasonably foreseeable that the effects of a governmental decision will be significant, consideration should be given to the factors defined in Title 2 CCR sections 18702, 18702.1, 18702.2, 18702.3, 18702.4 and 18702.5. 2 CCR section 18702.

9. "Business Entity" means any organization or enterprise operated for profit, including but not limited to a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association. Government Code section 82005.

10. "Act" means the Political Reform Act of 1974, Government Code section 81000, *et seq.*

RESOLUTION NO. 8628

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING ITS CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974, AND RESCINDING RESOLUTION NO. 8372

WHEREAS, the Legislature of the State of California enacted the Political Reform Act of 1974, Government Code section 81000 *et seq*. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees, and consultants of the City of Redlands (the "City"), and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the City adopted a Conflict of Interest Code pursuant to the Political Reform Act of 1974 by Resolution No. 3290 on October 5, 1976; and

WHEREAS, the City has amended its Conflict of Interest Code periodically as mandated by law and as deemed necessary by the City Council of the City (this "City Council"); and

WHEREAS, this City Council last amended its Conflict of Interest Code by Resolution No. 8372 on September 20, 2022; and

WHEREAS, this City Council wishes to update its Conflict of Interest Code to identify the current designated City employees and consultants that are subject to the Conflict of Interest Code; and

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands that the Conflict of Interest Code as set forth in Resolution No. 8372 is hereby rescinded in its entirety and replaced with the Conflict of Interest Code, attached as Exhibit "1," which is hereby adopted for the City of Redlands.

ADOPTED AND APPROVED this 17th day of September, 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 No. 8628 was duly adopted by the City Council at a regular meeting thereof, held on the 17th day of September, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

I:\cmo\Resolutions\8628 Amending Conflict of Interest Code.docx-ms

EXHIBIT “1”

CITY OF REDLANDS

CONFLICT OF INTEREST CODE

Adopted: October 5, 1976
Last Amended: September 17, 2024

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CONFLICT OF INTEREST CODE

OF THE

CITY OF REDLANDS

A. Purpose/Incorporation by Reference.

1. Statement of Purpose. It is the purpose of this Code to provide for the disclosure of designated employee assets and income which may be materially affected by such employees' official actions, and, in appropriate circumstances, to provide that designated employees should be disqualified from acting in order that conflicts of interest may be avoided. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000, *et seq*.) (the "Act").

2. Incorporation by Reference. The Act requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted regulations (2 Cal. Code of Regs., section 18730, *et seq*.) which contain the terms of a standard conflict of interest code, and which can be incorporated by reference in an agency's code. After public notice and hearing, the agency's conflict of interest code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the provisions of 2 California Code of Regulations section 18730, *et seq*., and any amendments to them duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. These regulations, and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of the City of Redlands ("City").

3. Public Availability. Designated employees shall file their statements with the City, which will then make the statements available for public inspection and reproduction (Government Code section 81008). Statements for designated employees will be retained by the City.

B. Definition of Terms. This Conflict of Interest Code contains a number of key terms, such as "designated employee," "interests in real property within the jurisdiction," "investments in business entities," "income," and decisions "made" or "participated in" by a designated employee, which are defined in the Act and the regulations of the Fair Political Practices Commission (2 Cal. Code of Regs., section 18200, *et seq*.). These definitions and regulations, and any amendments to the Act or regulations, are incorporated by reference into this Conflict of Interest Code. Summaries of certain definitions are contained in the attached Addendum, which is provided for convenience of reference only, and are not a part of this Conflict of Interest Code. The definitions of key terms contained in the Act or the regulations are amended and changed from time to time. The summaries of definitions contained in the Addendum will be updated accordingly on a periodic basis.

C. Disclosure Statements.

1. Designated Employees. The persons holding positions listed in Exhibit "A" of the Appendix of this Conflict of Interest Code are "designated employees." It has been determined that these officers and employees make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

2. Disclosure Requirements. Each designated employee shall file an annual statement disclosing interests in real property within the City's jurisdiction, investments in business entities, business positions held or received during the previous calendar year, and income or sources of income which might foreseeably be affected materially by the operations of the City. The City has determined that it is foreseeable that the types of investments, interests in real property, business positions held or received during the previous calendar year, and income, and sources of income listed in Exhibit "B" of the Appendix may be affected materially by decisions made or participated in by the designated employee by virtue of his or her position, and are reportable if held by the designated employee.

3. Statements of Economic Interests: Time of Filing Statements; Contents Thereof.

(a) Initial Statements. All designated employees employed on the effective date of this Conflict of Interest Code, as originally adopted, promulgated and approved by the City Council, shall file statements within thirty (30) days after the effective date of this Conflict of Interest Code. Thereafter, each person already in a position when it is designated by an amendment to this Conflict of Interest Code shall file an initial statement within thirty (30) days after the effective date of the amendment. Initial statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the twelve (12) months prior to the effective date of this Conflict of Interest Code.

(b) Assuming Office Statements. All new designated employees who are appointed, promoted or transferred to a designated position after the effective date of this Conflict of Interest Code shall file statements within thirty (30) days after assuming the designated position, disclosing any reportable income, investments, interests in real property and business positions held or received during the twelve (12) months prior to the date of assuming office.

(c) Annual Statements. Annual statements shall be filed by all designated employees on or before April 1 of each year, disclosing any reportable investments, interests in real property, income and business positions held or received in the period since the closing date of the employee's previously filed statement and December 31.

(d) Leaving Office Statements. Every designated employee who leaves office and does not assume another designated position for the City shall file a statement within thirty (30) days after leaving office disclosing any reportable investments, interests in real property, income

and business positions held or received during the period since the last previous statement was filed.

(e) Candidates' Statements. Candidates for election to City positions shall file a statement no later than the final date for filing Declarations of Candidacy, disclosing reportable investments and interests in real property held on the final date for filing Declarations of Candidacy. This subsection shall not apply to candidates who filed statements with the City within the previous twelve (12) months under subsections (a), (b) or (c) of this Section.

4. Statement for Persons who Resign 30 Days after Appointment. Persons who resign within thirty (30) days of initial appointment are not deemed to have assumed office or left office provided they did not make or participate in the making of, or use their position to influence any decision and did not receive or become entitled to receive any form of payment as a result of their appointment. Such persons shall not file either an assuming or leaving office statement.

5. Place of Filing Statements. All designated employees required to submit a statement of economic interests shall file the original with the City Clerk. The City Clerk shall make and retain a copy of all statements filed by members of and candidates for the City Council of the City of Redlands, the City Manager and City officials who manage public investments, and the City Attorney, and forward the original of each such statement to the Fair Political Practices Commission ("FPPC"). The City Clerk shall retain the originals of the statements of all other designated employees.

6. Forms for Statements. Forms for filing disclosure statements will be made available by the City Clerk, and will adhere to the forms prescribed by the FPPC.

D. Manner of Reporting. The designated employee shall report all economic interests as required under California Code of Regulations section 18730.

E. Disqualification. Designated employees must disqualify themselves as required pursuant to California Code of Regulations section 18730 (section 9).

F. Opinions of the Commission and Counsel.

1. Request for Opinion and Reliance. Any designated employee who is unsure of any duty, right, or privilege of participation in any matter under this Code or under the provisions of the Act may request a formal opinion or letter of advice from the FPPC, or an opinion from the City Attorney, provided that nothing in this Conflict of Interest Code requires the City Attorney to issue any formal or informal opinion.

2. Evidence of Good Faith. If an opinion or a letter of advice is rendered by the FPPC stating in full the facts and law upon which the opinion is based, compliance therewith by the designated employee is evidence of good faith in any criminal proceeding and is a presumption affecting the burden of proof of any civil proceeding brought under the Act or this Conflict of Interest Code. The designated employee's good faith compliance with such opinion shall also

constitute a complete defense to any disciplinary action brought by the authority under section 91000 et seq. of the Act or this Conflict of Interest Code.

G. Legislative or Judicial Amendments. All amendments or changes to the provisions of the Act, occurring as the result of legislative amendment or judicial decision, shall automatically and immediately be incorporated into this Conflict of Interest Code and this Conflict of Interest Code shall, without further action, thereupon be deemed amended and changed to reflect such legislative or judicial amendment or decision.

H. Force and Effect of Code. This Conflict of Interest Code has the force and effect of law. Designated employees violating any provision of this Conflict of Interest Code are subject to the administrative, criminal and civil sanctions provided by the Act.

EXHIBIT "A"

DESIGNATED POSITIONS

The Mayor, Members of the City Council, , the City Manager, and other City officials who manage public investments, and the City Attorney, are included in and governed by this Conflict of Interest Code only with respect to its disqualification provisions. For purpose of disclosure, the Mayor, members of the City Council, Planning Commissioners, the City Manager, City Attorney, City Treasurer, and the City officials who make public investments are governed by the statutory conflicts of interest provisions of Article 2 of Chapter 7 of the Political Reform Act of 1974 (Government Code section 87200, *et seq*.).

DESIGNATED EMPLOYEE'S TITLE OR FUNCTION	**DISCLOSURE CATEGORIES ASSIGNED**
CITY CLERK'S OFFCE	
City Clerk	All Disclosure Categories (1-7)
CITY MANAGER'S OFFICE	
Assistant City Manager	All Disclosure Categories (1-7)
Project Manager	Disclosure Categories (1,3,5,7)
Homeless Solutions Manager	All Disclosure Categories (1-7)
Grants Coordinator	Disclosure Categories (1,3,5,7)
Management Analyst	All Disclosure Categories (1-7)
Administrative Analyst	Disclosure Categories (1,3,5,7)
Public Information Officer	All Disclosure Categories (1-7)
Multimedia Production Officer	Disclosure Categories (1,3,5,7)
DEVELOPMENT SERVICES	
Development Services Director	All Disclosure Categories (1-7)
Management Analyst	All Disclosure Categories (1-7)
Administrative Analyst	Disclosure Categories (1,3,5-7)
One Stop Permit Center Manager	All Disclosure Categories (1-7)
Asst/Assoc/Civil/Sr. Civil	Disclosure Categories (1,3,5-7)
Chief Building Official	All Disclosure Categories (1-7)
Sr. Plans Examiner	Disclosure Categories (1,3,5-7)
Economic Development Coordinator	All Disclosure Categories (1-7)
City Planner	All Disclosure Categories (1-7)
Principal Planner	Disclosure Categories (1,3,5-7)
Senior Planner	Disclosure Categories (1,3,5-7)
FIRE	
Fire Chief	All Disclosure Categories (1-7)
Fire Marshal	All Disclosure Categories (1-7)
Deputy Fire Chief	All Disclosure Categories (1-7)
Deputy Fire Marshal	All Disclosure Categories (1-7)
Battalion Chief	Disclosure Categories (1-3, 5-7)
EMS Coordinator	Disclosure Categories (1,3,5-7)
Management Analyst	All Disclosure Categories (1-7)
Emergency Operations Specialist	Disclosure Categories (1,3,5-7)

HUMAN RESOURCES/RISK	
Director, HR/Risk Management	All Disclosure Categories (1-7)
Assistant Director, HR/Risk Management	All Disclosure Categories (1-7)
HR/Risk Manager	All Disclosure Categories (1-7)
HR Analyst	Disclosure Categories (1,3,5-7)
Risk Management Specialist	Disclosure Categories (1,3,5-7)
Human Resource Specialist	Disclosure Categories (1,3,5-7)
LIBRARY	
Library Director	All Disclosure Categories (1-7)
Archivist Curator	All Disclosure Categories (1-7)
Principal Librarian	Disclosure Categories (1,3,5-7)
Systems Administrator	Disclosure Categories (1,3,5-7)
Management Analyst	All Disclosure Categories (1-7)
Senior Librarian	Disclosure Categories (1,3,5-7)
Special Collections Manager	Disclosure Categories (1,3,5-7)
Adult Literacy Coordinator	Disclosure Categories (1,3,5-7)
Technical Services Coordinator	Disclosure Categories (1,3,5-7)
MANAGEMENT SERVICES/FINANCE	
Director, Management Services/Finance	All Disclosure Categories (1-7)
IT Manager	All Disclosure Categories (1-7)
Procurement Manager	All Disclosure Categories (1-7)
Network Engineer	Disclosure Categories (1,3,5-7)
GIS Supervisor	All Disclosure Categories (1-7)
IT Systems Supervisor	All Disclosure Categories (1-7)
Database Administrator	Disclosure Categories (1,3,5-7)
IT Security Analyst	Disclosure Categories (1,3,5-7)
IT Systems Analyst	Disclosure Categories (1,3,5-7)
System Administrator	Disclosure Categories (1,3,5-7)
GIS Analyst	Disclosure Categories (1,3,5-7)
Network Specialist	Disclosure Categories (1,3,5-7)
Assistant Finance Director	All Disclosure Categories (1-7)
Finance Manager	All Disclosure Categories (1-7)
Principal Accountant	All Disclosure Categories (1-7)
Senior Accountant	Disclosure Categories (1,3,5-7)
Budget Analyst	All Disclosure Categories (1-7)
Accountant	Disclosure Categories (1,3,5-7)
Revenue Manager	All Disclosure Categories (1-7)
Administrative Analyst	All Disclosure Categories (1-7)
Utilities Customer Service Supervisor	All Disclosure Categories (1-7)
Accountant	Disclosure Categories (1,3,5-7)
Payroll Coordinator	All Disclosure Categories (1-7)
MUNICIPAL UTILITIES & ENGINEERING	
Director of Municipal Utilities and Public Works Engineering/City Engineer	All Disclosure Categories (1-7)
City Engineer	All Disclosure Categories (1-7)
Asst/Assoc/Civil/Sr. Civil Engineer	Disclosure Categories (1,3,5-7)
Water Utility Manager	All Disclosure Categories (1-7)

Laboratory Manager	All Disclosure Categories (1-7)
Water Production/Maintenance Superintendent	All Disclosure Categories (1-7)
Water Distribution Superintendent	All Disclosure Categories (1-7)
Water Production Operations Supervisor	All Disclosure Categories (1-7)
Water Productions Maintenance Supervisor	All Disclosure Categories (1-7)
Water Distribution Supervisor	All Disclosure Categories (1-7)
Wastewater Utility Manager	All Disclosure Categories (1-7)
Wastewater Operations Supervisor	All Disclosure Categories (1-7)
Wastewater Collection System Supervisor	All Disclosure Categories (1-7)
POLICE	
Chief of Police	All Disclosure Categories (1-7)
Deputy Police Chief	All Disclosure Categories (1-7)
Police Commander	All Disclosure Categories (1-7)
Police Operations Manager	All Disclosure Categories (1-7)
Management Analyst	All Disclosure Categories (1-7)
Police Operations Coordinator	Disclosure Categories (1,3,5-7)
Records Supervisor	All Disclosure Categories (1-7)
Support Services Supervisor	All Disclosure Categories (1-7)
FACILITIES AND COMMUNITY SERVICES	
Director, FCS	All Disclosure Categories (1-7)
Sr. Manager, FCS	All Disclosure Categories (1-7)
Manager, FCS	All Disclosure Categories (1-7)
Management Analyst	All Disclosure Categories (1-7)
Field Services Superintendent	All Disclosure Categories (1-7)
Field Services Project Supervisor	All Disclosure Categories (1-7)
Administrative Analyst	Disclosure Categories (1,3,5-7)
Airport Supervisor	All Disclosure Categories (1-7)
Solid Waste Manager	All Disclosure Categories (1-7)
Solid Waste Supervisor	All Disclosure Categories (1-7)
Solid Waste Route Coordinator	Disclosure Categories (1,3,5-7)
Recycling Coordinator	Disclosure Categories (1,3,5-7)
Fleet Services Supervisor	Disclosure Categories (1,3,5-7)
Cemetery Manager	All Disclosure Categories (1-7)
Animal Control Supervisor	All Disclosure Categories (1-7)
Recreation Supervisor	All Disclosure Categories (1-7)
COMMISSIONS	
Historic and Scenic Preservation Commissioners	Disclosure Categories (1,2,3,7)
Library Board of Trustees	All Disclosure Categories (1-7)
Consultants *	

* Consultants, who provide services under contract to fill one of the above-referenced designated positions, shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a

description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

EXHIBIT "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, which the designated employee must disclose for each disclosure category for each disclosure category to which he or she is assigned.

Category 1: All investments and business positions in, and sources of income from, business entities that do business or own real property within the jurisdiction of the City, plan to do business or own real property within the jurisdiction of the City within the next year, or have done business or owned real property within the jurisdiction of the City within the past two (2) years.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in, and sources of income from, business entities that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City, plan to engage in such activities within the jurisdiction of the City within the next year, or have engaged in such activities within the jurisdiction of the City within the past two (2) years.

Category 4: All investments and business positions in, and sources of income from, business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 6: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's Department.

Category 7: All investments and business positions in, and sources of income from, business entities subject to the regulatory, permit, or licensing authority of the Designated Employee's Department, will be subject to such authority within the next year, or have been subject to such authority within the past two (2) years.

ADDENDUM

REFERENCE DEFINITIONS

FOR THE

CONFLICT OF INTEREST CODE

OF THE

THE CITY OF REDLANDS

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DEFINITIONS

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DEFINITIONS

1. "Public Official" means every member, officer, employee or consultant of a state or local government agency, but does not include judges and court commissioners in the Judicial branch of government. "Public official" also does not include members of the Board of Governors and designated employees of the State Bar of California, members of the Judicial Council and members of the Commission on Judicial Performance, provided that they are subject to the provisions of Article 2.5 (commencing with section 6035) of Chapter 4 of Division 3 of the Business and Professions Code as provided in section 6038 of that Article. Government Code section 82048.

2. "Member" shall include, but not be limited to, salaried or unsalaried members of committees, boards or commissions with decision making authority.

A. A committee, board or commission possesses decision making authority whenever:

i. It may make a final governmental decision, or

ii. It may compel a governmental decision; or it may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto that may not be overridden; or

iii. It makes substantive recommendations that are, and over an extended period of time have been, regularly approved without significant amendment or modification by a public official or the City Council. 2 CCR section 18700.

B. A committee, board, or commission does not possess decision making authority of it is formed for the sole purpose of researching a topic and preparing a report of recommendation for submission to another governmental body that has final decision-making authority.

3. "Consultant" means an individual who, pursuant to a contract with a state or local government agency:

A. Makes a governmental decision whether to:

i. Approve a rate, rule or regulation;

ii. Adopt or enforce a law;

iii. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;

iv. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;

v. Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;

vi. Grant agency approval to a plan, design, report, study, or similar item;

vii. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

B. Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation section 18704 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Government Code section 87302. 2 CCR section 18700.3.

4. "Designated Employee" means any official of the Agency whose position is so designated in the Appendix of the Agency's Conflict of Interest Code. The Appendix sets forth those positions which entail the making or participation in the making of decisions which may foreseeably have a material financial effect on any financial interest, but does not include any unsalaried member of any board or commission which serves a solely advisory function. Government Code section 82019.

5. "Making a Governmental Decision." A public official "makes a governmental decision," except as provided in 2 California Code of Regulations section 18704, when the official, acting within the authority of his or her office or position:

(1) Votes on a matter;

(2) Appoints a person;

(3) Obligates or commits his or her agency to any course of action;

(4) Enters into any contractual agreement on behalf of his or her agency;

(5) Determines not to act, within the meaning of subdivisions 1, 2, 3, 4, above, unless such determination is made because of his or her financial interest. When the determination not to act occurs because of the official's financial interest, the official's determination may be accompanied by an oral or written disclosure of the financial interest. 2 CCR section 18707

6. "Participating in the Making of Governmental Decisions": A public official "participates in making a governmental decision," except as provided in Title 2, Code of Regulations section 18704, when, acting within the authority of his or her position, the official:

(a) Negotiates, without significant substantive review, with a governmental entity or private person regarding a governmental decision referenced in Title 2, California Code of Regulations section 18700(c)(4); or

(b) Advises or makes recommendations to the decision maker either directly or without significant intervening substantive review, by:

(1) Conducting research or making any investigation which requires the exercise of judgment on the part of the official and the purpose of which is to influence a governmental decision referenced in Title 2, California Code of Regulations section 18704; or

(2) Preparing or presenting any report, analysis, or opinion, orally, or in writing, which requires the exercise of judgment on the part of the official and the purpose of which is to influence a governmental decision referenced in Title 2, California Code of Regulations section 18700(c)(4); 2 CCR section 18704

7. "Financial Interest": A public official has a financial interest in a decision within the meaning of Government Code section 87100 if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family, or on any of the following:

(a) Any business entity in which the public official has a direct or indirect investment worth two thousand dollars ($2,000) or more.

(b) Any real property in which the public official has a direct or indirect interest worth two thousand dollars ($2,000) or more.

(c) Any source of income, except gifts or loans by a commercial lending institution made in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars ($500) or more in value provided or promised to, received by, the public official within 12 months prior to the time when the decision is made.

(d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars ($250) or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made. The amount of the value of gifts specified by this subsection shall be adjusted biennially by the commission to equal the same amount determined by the commission pursuant to subdivision (f) of Government Code section 89503.

For purposes of this section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a public official, by an agent on behalf of a public official, or by a business entity or trust in which the official, the official's agents, spouse,

and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater. Government Code § 87103; 2 CCR section 18700(c)(6).

8. "Material Financial Effect" means the financial effect of a governmental decision on a financial interest of a public official is material if, at the time the official makes or participates in making the decision, the decision will have a significant effect on the official or a member of the official's immediate family, or on the source of income, the source of gifts, the business entity, or the real property, which is an economic interest of the official. In determining whether it is reasonably foreseeable that the effects of a governmental decision will be significant, consideration should be given to the factors defined in Title 2 CCR sections 18702, 18702.1, 18702.2, 18702.3, 18702.4 and 18702.5. 2 CCR section 18702.

9. "Business Entity" means any organization or enterprise operated for profit, including but not limited to a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association. Government Code section 82005.

10. "Act" means the Political Reform Act of 1974, Government Code section 81000, *et seq*.

City Council/Financing Authority Meeting **I. 7.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8603 for Street Vacation No. 194 - A request to summarily vacate an excess portion of unimproved Mecca Street right-of-way that is 30 feet in width and approximately 298 feet in length (total of approximately 8,941 square-feet) located approximately 150 east of Gold Hill Lane and south of 31119 Outer Highway 10 (APNs: 0300-101-30-0000 and 0300-101-23-0000). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Resolution No. 8603 and approve Street Vacation No. 194.

RECOMMENDATION:

Staff recommends that the City Council find that the portion of public right-of-way along Mecca Street (30 feet wide and approximately 298 feet in length), located south of 31119 Outer Highway 10, meets the necessary criteria for a summary vacation and adopt Resolution No. 8603 approving Street Vacation No. 194.

On April 9, 2024, the Planning Commission reviewed the proposal and voted to adopt Resolution No. 1648 determining the street vacation would be in conformance with the 2035 General Plan (see Attachment C - Planning Commission Staff Report).

DISCUSSION:

The applicant, Jadeland Developments LLC, a Montana Limited Liability Company pursuant to the California Secretary of State, has filed an application to vacate an excess portion of public right-of-way. This section of right-of-way is located in the eastern portion of the City approximately 400 feet south of Outer Highway 10 and 150 east of Gold Hill Lane. While Mecca Street is considered public right-of-way, it is unimproved, there is no public access, and the adjacent landowners have built fences and placed storage materials within the right-of-way (see Attachment A - Location Map and Aerial Photo and Attachment B - Site Photographs). The site photographs show the fenced off portion of Mecca Street. The portion of right-of-way to be vacated is approximately 150 feet beyond the fence shown in the photos. The applicant is requesting the City to approve vacation of the portions of Mecca Street adjacent to the parcels they own, which will allow potential future property improvements or development of the properties without further concern about potential encroachment into public right-of-way.

Overall, the area requested to be vacated is 30 feet wide, approximately 298 long, and has an area of approximately 8,941 square feet. It begins 150 east of Gold Hill Lane and extends east approximately 298 feet adjacent to 31119 Outer Highway 10 (APNs: 0300-101-30-0000 and 0300-101-23-0000).

On April 9, 2024, the Planning Commission reviewed the proposal and voted to adopt Resolution No. 1648 determining the street vacation would be in conformance with the 2035 General Plan (see Attachment C - Planning Commission Staff Report).

The subject portion of right-of-way is located on the east end of the City and was annexed into the City as a part of Annexation No. 72 in 1990. The homes and structures on the adjacent parcels date back to the 1930s. This portion of right-of-way was dedicated to the County of San Bernardino in 1973 and accepted by the County in 1990 prior to the annexation of the area. However, no improvements were ever made and there is no evidence that it has ever been used for public access. Based on site visits by City staff, the right-of-way has been fenced off at Gold Hill Lane, which does not allow public access, and aerial photos indicate that fencing has been in place since prior to 2018. Parcels abutting the right-of-way to be vacated are not fenced. The applicant owns these adjacent parcels and since early 2021, the applicant has used this area for storage and private access purposes. Though the right-of-way has been in existence since 1973, the City has no record of public improvements to it. The applicant is requesting to vacate the right-of-way to increase the buildable area of the adjacent lots, which may allow for future improvements or development of

the subject properties.

Pursuant to the California Streets and Highways Code (which defines the general procedures for public street and easement vacations), the City Council may adopt a resolution summarily vacating a public street that has been impassable for vehicular travel for a period of five consecutive years preceding vacation, and no public money was expended for maintenance on the street during such period. These findings can be made in this case for this segment of the public right-of-way (which has not been developed or improved) and is identifiable as right-of-way only on maps. Therefore, the summary vacation meets the criteria and may be approved. The excess right-of-way is not required for street or highway purposes.

Environmental Review: Street Vacation No. 194 will have no potentially significant effects on the environment and qualifies for exemption from environmental review in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. Section 15061(b)(3) is the "general rule" exemption for projects where it can be seen with certainty that there will be no environmental effects as a result of the activity.

ALTERNATIVES:

The City Council may:

1. Continue the matter to allow for additional information; or,
2. Not adopt the Resolution.

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
Christopher Boatman, Assistant City Manager

PREPARED BY:
Sean Reilly, Principal Planner

Fiscal Impact

Fiscal Year: 2023-2024

Appropriation Required Y/N: No

Discussion:

Vacation of the right of way will not have a negative fiscal impact on the City's budget. A fee of $3,726 has been paid by the applicant to defray the expenses of researching and processing this application.

Attachments

Attachment A: Location Map and Aerial Photograph

Attachment B: Site Photographs

Attachment C: Planning Commission Staff Report

Attachment D-1: Resolution No. 8603

Attachment D-2: Exhibits A and B to Resolution No. 8603

Location Map

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.

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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

December 28, 2023

OneStop.mxd

Aerial Photo

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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

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December 28, 2023

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Site Photos

City of Redlands
REQUEST FOR PLANNING COMMISSION ACTION

Planning Commission **Agenda Item NO. 3.C.**
Meeting Date: 04/09/2024

APPLICANT:
JADELAND DEVELOPMENTS
(PROJECT PLANNER: SEAN REILLY, PRINCIPAL PLANNER)

1. **Street Vacation No. 194** - A request to vacate an excess portion of unimproved right-of-way (Mecca Street) 30 feet in width and approximately 298 feet in length, totaling approximately 8,941 square feet located approximately 150 feet east of Gold Hill Lane and south of 31119 Outer Highway 10 (APNs: 0300-101-30-0000 and 0300-101-23-0000). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.

SYNOPSIS

1. General Plan Designation:	Not applicable	
2. Existing Zoning:	Not applicable	
3. Surrounding Zoning:	North: Rural Residential Animals District (R-R-A) South: Rural Residential Animals District (R-R-A) East: Rural Residential Animals District (R-R-A) West: Rural Residential Animals District (R-R-A)	
4. Existing Land Use:	The subject “paper” street is unimproved and vacant.	
5. Surrounding Land Use:	North: Single-Family Residential South: Single-Family Residential East: Single-Family Residential West: Vacant	
6. Area / Topography:	The area of public right-of-way to be vacated is located in an area sloping to the northwest and surrounded by sparse single-family residential development, vacant land and agricultural uses.	
7. Environmental Determination:	Exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.	
8. Socio-Economic Cost / Benefit Study:	Not Applicable	
9. Planning Commission Submittal Dates:	(A) Date Submitted: (B) Date Accepted As Complete: (C) Planning Commission Meeting:	August 2, 2023 November 8, 2023 January 23, 2023

PROPOSAL

The applicant has filed an application to vacate an excess portion of public right-of-way. This section of right-of-way is located in the eastern portion of the City approximately 400 feet south of Outer Highway 10 and 150 east of Gold Hill Lane. While Mecca Street is considered public right-of-way, it is unimproved, there is no public access, and the adjacent landowners have built fences and placed storage materials within the right-of-way (see Attachment A - Location Map and Aerial Photo and

Attachment B - Site Photographs). The site photographs show the fenced off portion of Mecca Street. The portion right-of-way to be vacated is approximately 150 feet beyond the fence shown in the photos. The applicant is requesting to vacate the portions of Mecca Street adjacent to the parcels they own which will allow potential future property improvements or development of the properties without further concern of encroachment.

Overall, the area requested to be vacated is 30 feet wide, approximately 298 long and has an area of approximately 8,941 square feet (see Attachment C - Legal Description and Exhibit). It begins 150 east of Gold Hill Lane extends east approximately 298 feet adjacent to 31119 Outer Highway 10 (APNs: 0300-101-30-0000 and 0300-101-23-0000).

BACKGROUND

The subject portion of right-of-way is located on the east end of the City and was annexed into the City as a part of Annexation No. 72 in 1990. The homes and structures on the adjacent parcels date back to the 1930s. This portion of right-of-way was dedicated to the County of San Bernardino in 1973. However, no improvements were ever made and there is no evidence that it has ever been used for public access. Based on site visits by City staff, the right-of-way has been fenced off at Gold Hill Lane, which does not allow public access, and aerial photos indicate that fencing has been in place since prior to 2018. Parcels abutting the right-of-way to be vacated are not fenced. The applicant owns these adjacent parcels and since early 2021, the applicant has used this area for storage and private access purposes. Though the right-of-way has been in existence since 1973, the City has no record of public improvements to it. The applicant is requesting to vacate the alley to increase the buildable area of the adjacent lots, which may allow for future improvements or development of the properties.

ANALYSIS

Pursuant to State law, the City may regulate traffic on its public streets, alleys, and walkways only to the extent expressly authorized. The law permits the City to vacate a street, alley, or walkway upon a finding supported by substantial evidence that the right of way is no longer needed for vehicular or pedestrian traffic and is unnecessary for present or prospective use.

California Government Code Section 65402(a) requires that prior to considering a vacation or abandonment of any public right-of-way, the planning agency (i.e., Planning Commission) shall review the matter and render a determination as to the proposal's conformity with the City's General Plan.

The 2035 General Plan's "Connected City" chapter does not include a roadway classification for Mecca Street, and this section of right-of-way is not shown in "Figure 5-5: Roadway Classifications". Therefore, if approved, Street Vacation No. 194 will not conflict with any General Plan map or designation. In addition, the proposal will be consistent with General Plan Action 5-A.39, "Allow the City Engineer to adjust road standards where needed, based on actual conditions on the ground such as right-of-way availability, traffic volumes, and adjoining land uses." Based on the conditions on the ground and existing access easements, Mecca Street is not necessary for public access. The adjacent owners do not need this right-of-way for access as their properties are accessible by other means. The adjacent parcels will continue to have access from existing access easements on Gold Hill Lane, Knoll Road and Outer Highway 10. The proposed Street Vacation would not result in any negative impacts to the traffic-carrying capacity of the adjacent streets since the area proposed to be vacated has been determined to be excess right-of-way by the City Engineer and is not currently in public use. Therefore, the vacation of this excess portion of public right-of-way would be consistent with the General Plan.

ENVIRONMENTAL REVIEW

Street Vacation No. 194 will have no significant effects or potentially significant effects on the environment as a result of this proposal, and qualifies for exemption from environmental review in accordance with Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines.

FINDINGS

Staff recommends that the Planning Commission find that Street Vacation No. 194 is in conformity with the City's General Plan.

RECOMMENDATIONS

Staff recommends that the Planning Commission adopt Resolution No. 1648 (Attachment D) and find that Street Vacation No. 194 is in conformity with the City's General Plan.

MOTIONS

"I move that the Planning Commission adopt Resolution No. 1648 and determine that Street Vacation No. 194 for a portion of unimproved right-of-way adjacent to 31119 Outer Highway 10 is in conformity with the City's General Plan."

Attachments

Attachment A: Location Map and Aerial Photograph
Attachment B: Site Photographs
Attachment C: Legal Description and Exhibit
Attachment D: Resolution No. 1648

RESOLUTION NO. 8603

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS FINDING THAT EXCESS PUBLIC ROAD RIGHT-OF-WAY WAY LOCATED ADJACENT TO 31119 OUTER HIGHWAY 10 IS UNNECESSARY FOR PRESENT OR PROSPECTIVE STREET PURPOSES, AND ORDERING A SUMMARY VACATION (STREET VACATION NO. 194)

WHEREAS, Duncan Shantz, authorized representative for the property owner, has requested the summary vacation of a portion of excess, undeveloped right-of-way excess that is 30 feet in width and approximately 298 feet in length totaling approximately 8,941 square feet, located adjacent to 31119 Outer Highway 10 (APNs: 0300-101-30-0000 and 0300-101-23-0000); and

WHEREAS, the City of Redlands is authorized to vacate all or part of a public street or public service easement within the City pursuant to the Public Streets, Highways, and Service Easements Vacation Law (California Streets & Highways Code, Section 8300 et. seq.); and

WHEREAS, pursuant to Section 8331 of the California Streets & Highways Code, the City may summarily vacate a street if the street or highway has been impassable for vehicular travel and no public money was expended for maintenance on the street during such period, and the proposal meets this criteria; and

WHEREAS, pursuant to Section 8334(a) of the California Streets & Highways Code, the City may summarily vacate excess right-of-way of a street not required for street purposes, and the proposal meets this criteria; and

WHEREAS, in accordance with Section 8334.5 of the California Streets & Highways Code, the street may be summarily vacated if there are no in-place public utility facilities that are in use that would be affected by the vacation, and the proposal meets this criteria; and

WHEREAS, the proposal qualifies for exemption from environmental review in accordance with the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines for projects where there is no possibility of any significant environmental effects; and

WHEREAS, the City has determined that the City Engineer (or other City official deemed appropriate or otherwise authorized by City) shall be authorized to (a) sign all documentation necessary to vacate said excess right-of-way and easements, and (b) cause such documentation to be recorded in the Official Records; and

WHEREAS, on April 9, 2024, the Planning Commission held a public meeting on the proposal, and found that the vacation of the excess right-of-way would be in conformance with the City of Redlands 2035 General Plan; and

WHEREAS, on September 17, 2024, the City Council held a public meeting on the proposed summary vacation, and considered all testimony provided by the applicant and any other persons interested on the proposed vacation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

SECTION 1. The proposed vacation of said portion of alley right-of-way, located at south of 31119 Outer Highway, is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines.

SECTION 2. The City Council of the City of Redlands, having elected to proceed under the provisions of Division 9, Part 3, Chapter 4 of the Streets & Highways Code of the State of California, hereby orders the summary vacation of approximately 4,000 square feet of excess right-of-way, as more specifically described in Exhibit "A" and "B" attached hereto and made a part hereof, based upon the following determinations:

A. For a period of five consecutive years or more, the subject segment of public right-of-way has been impassible for vehicular traffic.

B. No public money has been expended for maintenance of the subject segment of public right-of-way during the period it has been impassible.

C. In accordance with Streets & Highways Code Section 892, the subject segment of public right-of-way is not useful as a motorized or non-motorized transportation facility; and

D. The subject segment of public right-of-way is excess and unnecessary right-of-way for street or highway purposes.

SECTION 3. The City Engineer (or other City official deemed appropriate or otherwise authorized by City) is hereby authorized to and shall sign all documentation necessary to effect the vacation of the subject excess right-of-way, at which time the subject excess right-of-way shall be vacated and no longer constitute a street, highway, or public service easement.

SECTION 4. This resolution shall take effect immediately following the recordation of this Resolution by the San Bernardino County Recorder.

ADOPTED, SIGNED AND APPROVED this 17th day of September, 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 17th day of September, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Exhibit A
Legal Description
Street Vacation No. 194

[Attached]

Exhibit B
Plat Map
Street Vacation No. 194

[Attached]

EXHIBIT "A"
LEGAL DESCRIPTION
STREET VACATION

BEING A PORTION OF LOT 18 AND LOT 19, TRACT 2119 HILLTOP ACRES, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS SHOWN ON MAP FILED IN MAP BOOK 30, PAGES 54 THROUGH 58, INCLUSIVE, RECORDS OF SAID COUNTY, AND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

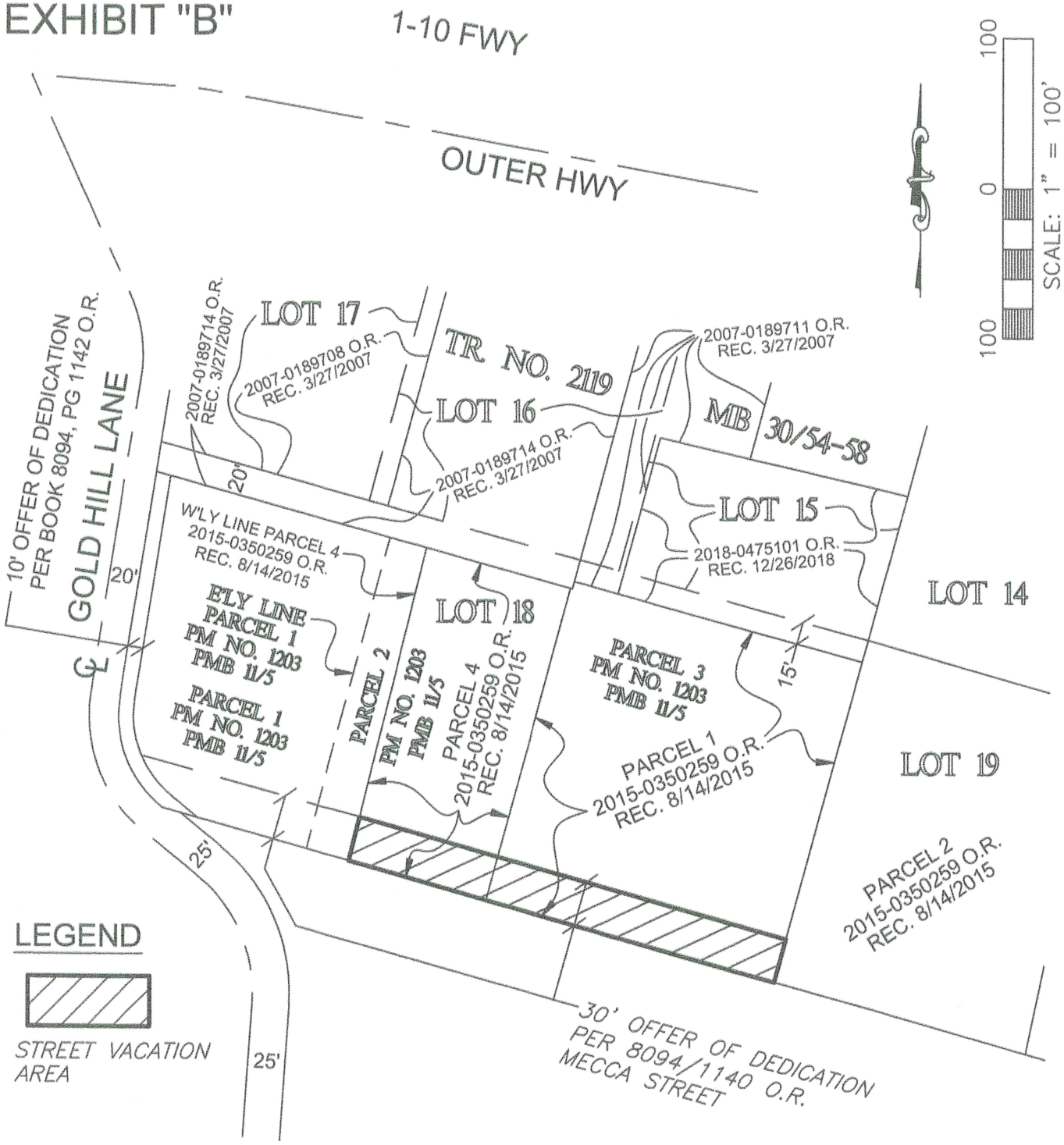
THAT PORTION OF OFFER OF DEDICATION TO COUNTY OF SAN BERNARDINO, DOCUMENT RECORDED JANUARY 5, 1973 IN BOOK 8094, PAGE 1140, OFFICIAL RECORDS OF SAID COUNTY LYING WITHIN PARCEL 1 AND PARCEL 4 OF DEED TO JADELAND DEVELOPMENTS, DOCUMENT RECORDED AUGUST 14, 2015 AS INSTRUMENT NO. 2015-0350259, OFFICIAL RECORDS OF SAID COUNTY.

DESCRIPTION CONTAINING 8,941 SQUARE FEET, MORE OR LESS.

ON POINT LAND SURVEYING, INC.
PREPARED BY:

ANTHONY D. SMITH, PLS 8133
DATE: 11/2/2023

EXHIBIT "B"



PN: 431-001

PROFESSIONAL LAND SURVEYOR
ANTHONY D. SMITH
ADS
No. 8133
EXP. 12-31-24
STATE OF CALIFORNIA

EXHIBIT B (PLAT) - STREET VACATION

PREPARED AT THE REQUEST OF JADELAND DEVELOPMENT

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

PREPARED BY: _____

DATE: 11/2/2023

PREPARED BY: ON POINT LAND SURVEYING, INC.

SCALE: 1"=100'

DATE: JULY 2023

SHEET 1 OF 1

City Council/Financing Authority Meeting **I. 8.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8622 for a new water service connection to the City of Redlands water distribution system at 11055 King Street (APN: 0299-122-07-0000) in the unincorporated community of Mentone and adopt Resolution No. 8623 relating to Pre-Annexation Agreement No. 24-03 (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Resolution No. 8622, and Resolution No. 8623.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8622 for a new connection to the City of Redlands water distribution system at 11055 King Street in the unincorporated community of Mentone, Outside Service Case (OSC) No. 24-03, and determine that the adoption of Resolution No. 8622 is exempt from environmental review pursuant to Sections 15303(a) and 15319(b) of CEQA guidelines.

Upon City Council adoption of Resolution No. 8622, staff recommends that the City Council adopt Resolution No. 8623 to approve Pre-Annexation No. 24-03 for the provision of water service to a 4.23 acre parcel located at 11055 King Street in the unincorporated community of Mentone, and determine that adoption of Resolution No. 8623 is exempt from environmental review pursuant to Sections 15319 and 15303 of CEQA guidelines.

DISCUSSION:

Staff recently received a water connection application from Shukri Sakiri for the property located at 11055 King Street (APN: 0299-122-07-0000), in the unincorporated community of Mentone, which is a parcel located approximately 0.63 miles east of the Redlands city limits in the Mentone area. The applicant is proposing to connect to the City's domestic water system to obtain water for a proposed single family residence. It is currently an orange grove with irrigation water supplied by Crafton Water Company. The property will continue to receive irrigation water from Crafton Water Company. The applicant would prefer to have City of Redlands water for domestic use. If a connection is approved, the property will receive a 1” water meter which is appropriate for domestic usage. The applicant is aware that a backflow preventer will be a City requirement in order to eliminate the potential for non-potable water from mixing into the City municipal potable water supply. The applicant is also aware that the permission for connection to the City system is for domestic residential usage only.

The applicant is not proposing a connection to the City of Redlands sewer system as doing so would require construction of approximately 900’ of sewer main in order to reach the existing 12” diameter main in Citrus Avenue. Determination of whether an Onsite Waste Treatment System (OWTS) or sewer main extension will be required is under the purview of the County of San Bernardino.

The Redlands Municipal Code (RMC) requires the Municipal Utilities and Engineering Department (MUED) Director and Development Services Department (DSD) Director to present completed applications for utility connections outside the city limits to the City Council for a determination if the public health, safety and welfare, and the best interests of the citizens of Redlands is served by the application, and to provide direction to staff regarding the preparation of a Pre-Annexation Agreement.

The following items were reviewed and deemed complete by the MUED and DSD Directors:

1. Application for availability for an Outside Service Contract (OSC) water connection;
2. Application for environmental review and a Pre-Annexation Agreement;

OSC 24-03 is for a water service connection for a proposed single residence. The number of service connections for small projects outside of the City is limited to twenty-five per year per Measure U. Currently, Twenty-three residential unit water connections are still available for small projects for 2024.

Pursuant to the RMC, the City Council may consider the following factors in making its determination that the public health, safety and welfare, and the best

interests of the citizens of Redlands are served by the application:

1. The relationship of the property and its proposed use to the City's General Plan and zoning ordinances;
2. The relationship of the property and its proposed use to the City's Water Master Plan, the City's Water Capital Improvement Programs, the City's Sewer Master Plan, and the City's Sewer Capital Infrastructure program;
3. The proximity of the property to the City's boundaries and existing utility infrastructure;
4. The proposed potential for new revenue sources for the City to pay for City services provided to the project as a result of annexation and development of the property; and,
5. The standards proposed for development of the property.

Approval of OSC 24-03 allows the applicant to physically connect to the water system, which serves the public health, safety, and welfare, and the best interests of the citizens of Redlands.

Consistency with the General Plan:

The subject property is located in the Rural Living land use designation of the General Plan, which supports residential uses such as single-family homes. The property is approximately 4.23 acres and is currently developed as a citrus grove. The proposed use of this parcel as a single family residence is consistent with the City of Redlands General Plan. In the event that the property is annexed into the City, the property would most appropriately be zoned Agricultural (A) under the City's zoning code.

Adjacent to the parcel there is a 2" water main in Highland Avenue that extends approximately 180 feet northerly along King Street. In addition, there is a 24" distribution water main along the entire property frontage of King Street.

The site is located in the County of San Bernardino and the County would be the approval authority for any construction on this parcel due to the site's location outside of the Redlands City limits. See Attachment A and Attachment B. The County does not provide domestic water or sewer service to the site. The City of Redlands has the ability to provide both water and sewer services to unincorporated areas surrounding the City. The specific area of this property does not yet have sewer service available. The nearest sewer main is approximately 0.15 miles northerly of this particular property.

With the adoption of Resolution No. 8622 (Attachment C), the City Council will make a finding that OSC 24-03 for water distribution for 11055 King Street, Mentone is consistent with the Redlands General Plan and the public health, safety, and welfare of the citizens of Redlands. By adoption of Resolution 8623, the City Council authorizes staff to proceed with the preparation of a Pre-Annexation Agreement for the subject property.

In the interests of expediency, a Pre-Annexation Agreement has already been prepared and is attached to Resolution No. 8623 (Attachment D). This request for a Pre-Annexation Agreement is necessary for the property owner to obtain City water service.

The “project” before the City for purposes of the California Environmental Quality Act (CEQA) is the decision by the City Council to enter into a Pre-Annexation Agreement with the property owner for a parcel located outside the City. This will enable the provision of City domestic water service making it possible for the property owner to obtain domestic water for the proposed single-family residence. This type of application is exempt from environmental review pursuant to CEQA Guidelines Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities) and Section 15303 (New Construction of Small Structures), which exempts construction of a single-family residence and extensions of water mains of a reasonable length to support the construction of a single-family residence. There is no possibility of any significant environmental effects as a result of the Pre-Annexation Agreement.

ALTERNATIVES:

City Council may deny the staff recommendation if Council determines OSC 24-03 does not serve the public health, safety, and welfare, and the best interests of the citizens of Redlands, or is inconsistent with the General Plan.

Additionally, the City Council can continue the item and request more information on any specific concerns.

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
Danielle Garcia, Management Services/Finance Director
Christopher Boatman, Assistant City Manager
John Harris, Municipal Utilities and Engineering Director

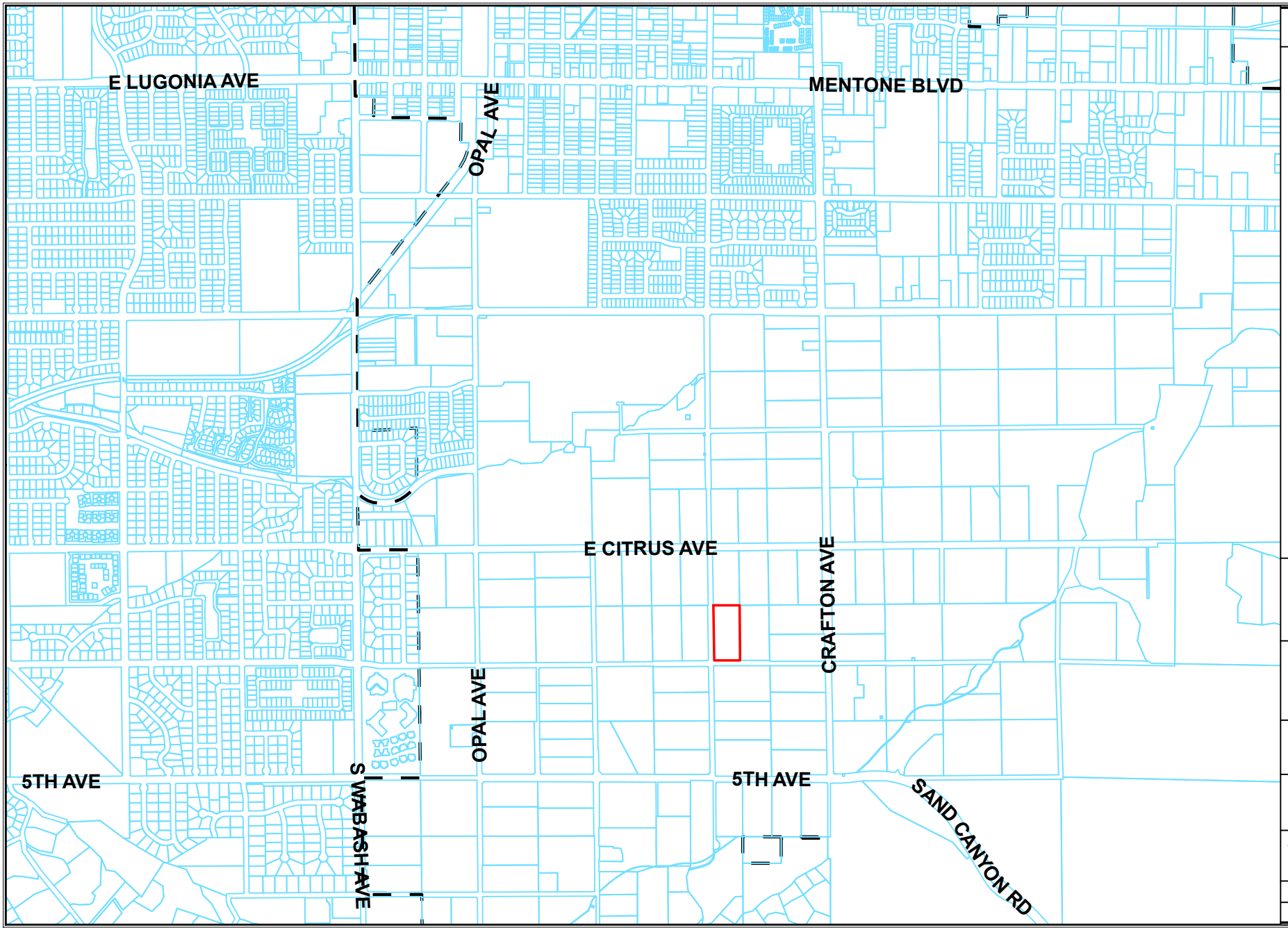
PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Fiscal Year: 24/25
Revenue Generating: Yes
Appropriation Required Y/N: No
Discussion:
Property owner will pay all fees required per Measure "U" prior to installation of the water meter.

Attachments

Attachment A - Location Map
Attachment B - Aerial Photograph
Attachment C - Resolution No. 8622
Attachment D - Resolution No. 8623
Attachment E - Pre-annexation Agreement
Agreement Exhibit A site plan
Agreement Exhibit B Grant Deed



Title

ATTACHMENT B

OSC 24-03

11055 KING ST.

LOCATION MAP

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The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

July 26, 2024

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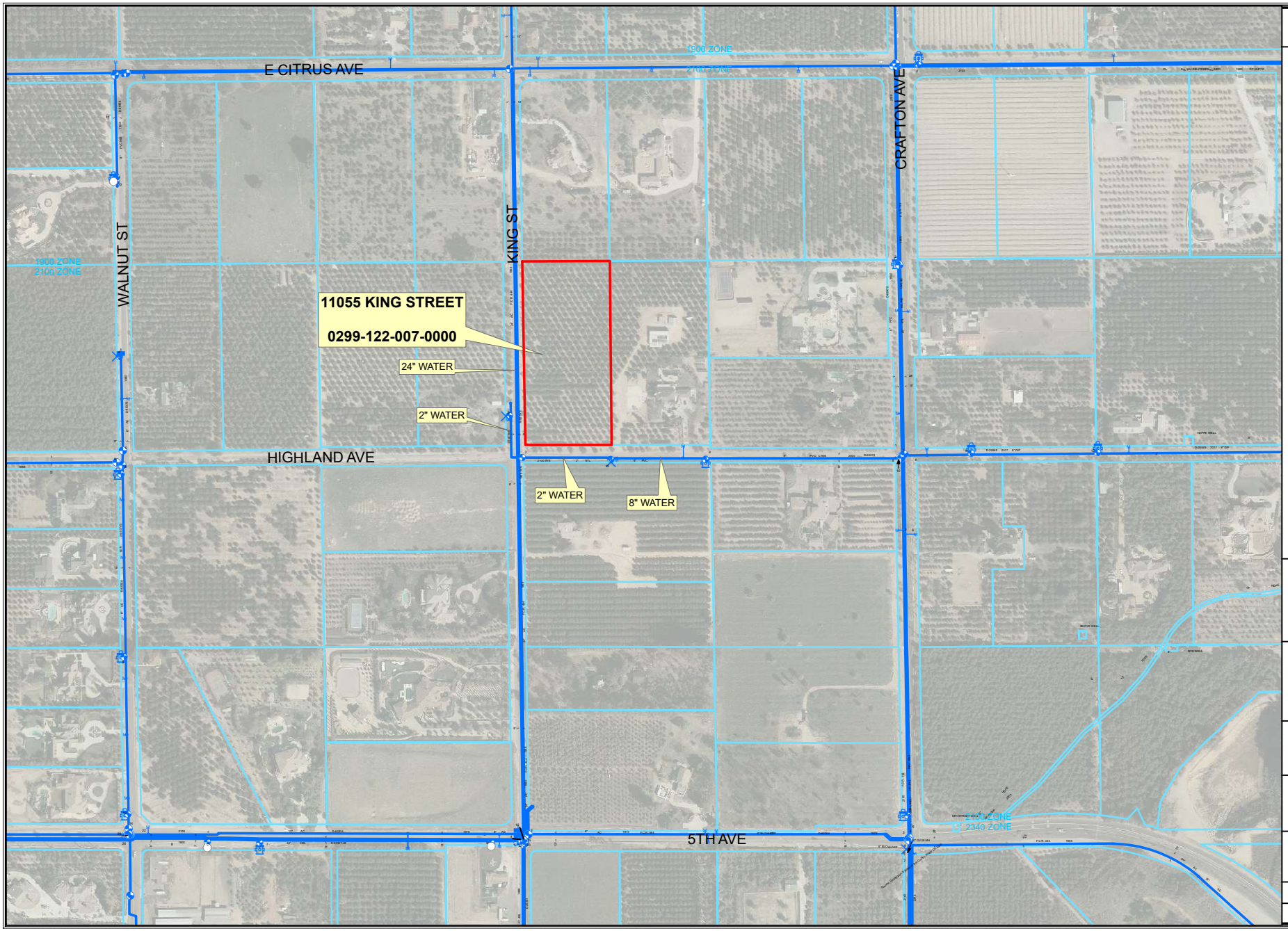

Title

ATTACHMENT B

OSC 24-03

AERIAL PHOTO

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Department of Innovation & Technology
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July 26, 2024

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RESOLUTION NO. 8622

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DETERMINING OUTSIDE CITY CASE NO. 24-03 IS CONSISTENT WITH THE REDLANDS GENERAL PLAN AND THE PUBLIC HEALTH, SAFETY, WELFARE AND BEST INTERESTS OF THE CITIZENS OF REDLANDS ARE SERVED BY THE CONTINUED PROCESSING OF OUTSIDE CITY CASE NO. 24-03

WHEREAS, Shukri Sakiri has filed an application for an Outside City Case No. 24-03 with the City of Redlands for a water connection for an proposed single family residence on a parcel located at 11055 King Street in the unincorporated community of Mentone (APN: 0299-122-07-0000); and

WHEREAS, Shukri Sakari has concurrently applied for a pre-annexation agreement with the Development Services Department;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council hereby determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15303(a) and 15319(b) as CEQA exempts the conversion of small structures and the annexation of lots for exempt facilities.

Section 2. The City Council hereby determines that Outside City Case No. 24-03 is consistent with the City of Redlands General Plan and the public health, safety, welfare and best interests of the citizens of Redlands are served by the City's continued processing of the application; and

Section 3. The City Council hereby directs staff to prepare a pre-annexation agreement for 11055 King Street in the unincorporated community of Mentone (APN: 0299-122-07-0000).

ADOPTED, SIGNED AND APPROVED this 17th day of September, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 17th day of Septemer, 2024, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8623

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING PRE-ANNEXATION AGREEMENT NO. 24-02, RELATED TO OUTSIDE CITY UTILITY CONNECTIONS FOR WATER SERVICE FOR A LOT LOCATED AT 11055 KING STREET (APN: 0299-122-07-0000), WITHIN THE UNINCORPORATED COMMUNITY OF MENTONE WITHIN SAN BERNARDINO COUNTY.

WHEREAS, Shukri Sakiri has filed an application for Outside City Case No. 24-03 and Pre-Annexation No. 24-02 with the City for an outside City utility connection for a 4.23 acre parcel located at 11055 King Street (APN: 0299-122-07-0000) in the unincorporated community of Mentone within San Bernardino County; and

WHEREAS, on September 17, 2024, the City Council found that Outside City Case No. 24-03 was consistent with the City's General Plan and determined the public health, safety, welfare of the residents of Redlands would be served by the City's continued processing of the Outside City Case application, determined that the City of Redlands was acting as a Responsible Agency under the California Environmental Quality Act, and directed staff to prepare a Pre-Annexation Agreement; and

WHEREAS, the subject property's land use designation in the 2035 General Plan is Low Density Residential and the proposed project is consistent with the 2035 General Plan land use designation;

WHEREAS, the proposal is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(a) for existing facilities and Section 15319 pertaining to annexations of existing facilities and lots for exempt facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

SECTION 1. The City Council of the City of Redlands hereby determines that the proposed Pre-Annexation Agreement is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities) and Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities).

SECTION 2. The City Council hereby approves Pre-Annexation No. 24-03 (Exhibit A) for the provision of water service to enable development of a water service connection for an existing single family residence on the lot located at 11055 King Street (APN: 0299-122-07-0000) in the unincorporated community of San Bernardino County.

ADOPTED, SIGNED AND APPROVED this 17th day of September, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 17th day of September, 2024, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

Pre-Annexation Agreement

[Attached]

RESOLUTION NO. 8623

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING PRE-ANNEXATION AGREEMENT NO. 24-02, RELATED TO OUTSIDE CITY UTILITY CONNECTIONS FOR WATER SERVICE FOR A LOT LOCATED AT 11055 KING STREET (APN: 0299-122-07-0000), WITHIN THE UNINCORPORATED COMMUNITY OF MENTONE WITHIN SAN BERNARDINO COUNTY.

WHEREAS, Shukri Sakiri has filed an application for Outside City Case No. 24-03 and Pre-Annexation No. 24-02 with the City for an outside City utility connection for a 4.23 acre parcel located at 11055 King Street (APN: 0299-122-07-0000) in the unincorporated community of Mentone within San Bernardino County; and

WHEREAS, on September 17, 2024, the City Council found that Outside City Case No. 24-03 was consistent with the City's General Plan and determined the public health, safety, welfare of the residents of Redlands would be served by the City's continued processing of the Outside City Case application, determined that the City of Redlands was acting as a Responsible Agency under the California Environmental Quality Act, and directed staff to prepare a Pre-Annexation Agreement; and

WHEREAS, the subject property's land use designation in the 2035 General Plan is Low Density Residential and the proposed project is consistent with the 2035 General Plan land use designation;

WHEREAS, the proposal is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(a) for existing facilities and Section 15319 pertaining to annexations of existing facilities and lots for exempt facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

SECTION 1. The City Council of the City of Redlands hereby determines that the proposed Pre-Annexation Agreement is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities) and Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities).

SECTION 2. The City Council hereby approves Pre-Annexation No. 24-03 (Exhibit A) for the provision of water service to enable development of a water service connection for an existing single family residence on the lot located at 11055 King Street (APN: 0299-122-07-0000) in the unincorporated community of San Bernardino County.

ADOPTED, SIGNED AND APPROVED this 17th day of September, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 17th day of September, 2024, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

Pre-Annexation Agreement

[Attached]

Site Plan

11055 King Street,
Redlands, CA 92374
Pre-Annexation Agreement

Recording Requested By
Fidelity National Title

IE

When Recorded Mail to
And Mail Tax Statements To
Shukri Sakiri
635 Sonora Street
San Bernardino, CA 92404

Escrow No: 23-6355-AD
Title Order No.: IE2313523
APN: 0299-122-07-0-000

Electronically
Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

DOC# 2023-0297927

12/01/2023
04:04 PM
SAN

I4311

Titles: 1 Pages: 3

Fees	$20.00
Taxes	$715.00
CA SB2 Fee	$0.00
Total	$735.00

SPACE ABOVE IS RESERVED FOR RECORDER'S USE

GRANT DEED

The undersigned Grantor(s) Declare(s):
Documentary Transfer Tax $715.00 City Tax is $0.00
_x_ Computed on the full value of the interest or property conveyed;
____ Computed on the full value less value of liens or encumbrances remaining at time of sale
_X_ Unincorporated Area ____ City of Redlands

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Jeffery L. Barlow and Mayna T. Chau-Barlow WATA Mayna T. Chau , husband and wife, as joint tenants

hereby GRANT(S) to:
Shukri Sakiri, a married man, as his sole and separate property

the following described real property in the City of Redlands, County of San Bernardino, State of California:, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Also known as: Vacant Land 0299-122-07-0-000, Redlands, CA 92374

DATED: November 9, 2023

Signature Page attached hereto and made a part hereof

REDLANDS
JUN 06 2024
ONE STOP PERMIT CENTER

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Title Order No.: IE2313523 **Escrow No.: 23-6355-AD** **APN: 0299-122-07-0-000**

SIGNATURE PAGE

Title of the Document: GRANT DEED
Date of the Document: November 9, 2023

Jeffery L. Barlow

Mayna T. Chau-Barlow

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 RIVERSIDE

On this 24 day of November, 2023, before me, Onne John Abma, Notary Public, personally appeared Jeffery L. Barlow and Mayna T. Chau-Barlow, 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)

ONNE JOHN ABMA
COMM. #2345152
Notary Public - California
SAN BERNARDINO COUNTY
My Comm. Exp. February 06, 2025

EXHIBIT "A"
PROPERTY DESCRIPTION

For APN/Parcel ID(s): 0299-122-07-0-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 15345, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 197, PAGES 28 AND 29 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

City Council/Financing Authority Meeting **I. 9.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for commercial vendors and the temporary closure of State Street for the Art-On-State-Street event on Sunday, September 29, 2024, approve the request for In-Kind services totaling in the amount of $1,350, and determination that the event 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 requests 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 the special event and authorize the temporary closure of East State Street from 6th Street to 7th Street on Sunday, September 29, 2024 for the Art-On-State-Street event hosted by the Redlands Art Association; and
3. I move to approve the request for In-Kind services totaling in the amount of $1,350.

RECOMMENDATION:

Staff recommends that the City Council direct staff accordingly regarding the event, commercial vendors and temporary street closure request of East State Street from 6th Street to 7th Street for the Art-On-State-Street event hosted by the Redlands Art Association on Sunday, September 29, 2024 and the approval of the request for In-Kind services totaling in the amount of $1,350.

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 issuing 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.

The non-profit organization, Redlands Art Association, has hosted other events in Redlands and is requesting to hold the Art-On-State-Street event on Sunday, September 29th, on East State Street between 6th and 7th Streets from 7:00 a.m. to 7:00 p.m. The City Council hasn't approved any in-kind support requests before, since the non-profit organization hasn't requested any. The Redlands Art Association is also requesting to have commercial vendors with various sales of artwork, approximately 30 artists or vendors which, according to the application submitted, will attract approximately 1000 residents and 300 non-residents to the city. The Redlands Art Association (RAA) is a non-profit organization that was founded in 1964 to encourage and support the visual arts in the City of Redlands and neighboring communities. The RAA intends to use proceeds from the event to further art education at their art center downtown.

Should the City Council elect to approve the event, the following conditions of approval will apply: the event will be held on East State Street from 6th Street to 7th Street, between the hours of 7:30 a.m. and 6:30 p.m. To accommodate this event's set-up and break down time, city staff will erect the street closure at 6:00 a.m. and remove the closure by 8:00 p.m., on the day of the event. All commercial vendors shall have a current City of Redlands business license to participate in the event, and the event shall comply with all County of San Bernardino Health Permit regulations.

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 deny the request for temporary street closures and in-kind support, approve the request for the in-kind support amount and street closure details including commercial activity, or provide alternative directions to staff regarding the event's implementation.

STRATEGIC PLAN:

Priority A- Quality of Life, Strategic Objective 1. 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:	$1,350.00
Budgeted Y/N:	N

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

Attachments

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

City of Redlands

In-Kind Support Request

Event Name: Art-On-State-Street 9-29-24

Event Date(s): 9-29 -24 **Location(s):** State St, between 6th & 7th Streets

Rain Out Date: **Beginning Time:** 7:30 am **End Time:** 6:30 pm

---

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.

Close State Street between 6th & 7th Streets to vehicular traffic for RAA's semi-annual art show in front of their Gallery & Art Center. Pedestrian walk way.

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* Barriers
- [ ] Police (*Public Safety Personnel)*
- [ ] Fire (*Paramedics, Inspectors)*
- [ ] Parks *(Cleanup Personnel, Ball Field Lights)*
- [ ] 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.

- [ ] Other

Group/Organization Name: Redlands Art Association

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. This is semi-annual event.

Primary Contact Name & Title: Sandy Davies, event coordinator

Mailing Address: 215 E. State St, Redlands, CA 92373-5232

Phone Number: 909-273-4598 **E-Mail Address:** sandydavies@verizon.net

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

Redlands Art Association's mission is to promote art education for the visual arts. These shows further educate our artists on how to show/sell to the public. These shows educate the public on what arts are available, the cost (of original art), and art practices they may want to explore. Our artists are role models for the artist wanna-be. Oh yeah, RAA charges the artist a fee which goes to art education at the Gallery, downtown.

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

Redlands Art Association has a good reputation in the local area. Our shows bring visitors to downtown. They know they'll see interesting art in the most pedestrian/ window shopping part of town. They learn about the adult/youth education classes available to all.

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	1000	1000	20 artists
Attendance: Non-Residents	300	300	10 artists
Food & Beverage Sales			
Merchandise Sales	$ 6000 art sales	$ 6000 art sales	
Ticket/Entrance Fees			
Other			
Total Revenue	RAA earns $1200	RAA earns $1200	

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

Signature: Sandy Davies **Title:** Event Coordinator

Please Print Your Name: Sandy Davies **Date:** 7-10-24

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

Event: Art-On-State-Street 9-29-24

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)** ON FILE
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 Art Association

To close (street names) State Street

Between (street names) 6th and 7th Streets

On (date) 9/29/24 **Event times -** from (time) 7:30 ☑ am ☐ pm to (time) 6:30 ☐ am ☑ pm

Address of Applicant: 215 E State Street, Redlands CA 92373-5232

Signature of Applicant: Sandy Davis Phone No. 909-273-4598

Condition(s):

Event Description: Semi-Annual Fine Arts and Crafts show/sale

FOR OFFICE USE ONLY

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

1. [signature] 8/6/2024
Chief of Police — Date

2. [signature] 8/6/2024
Municipal Utilities & Engineering Department — Date

3. [signature] 8/6/24
Facilities & Community Services Department — Date

4. [signature] 8/9/24
Risk Management Division — Date

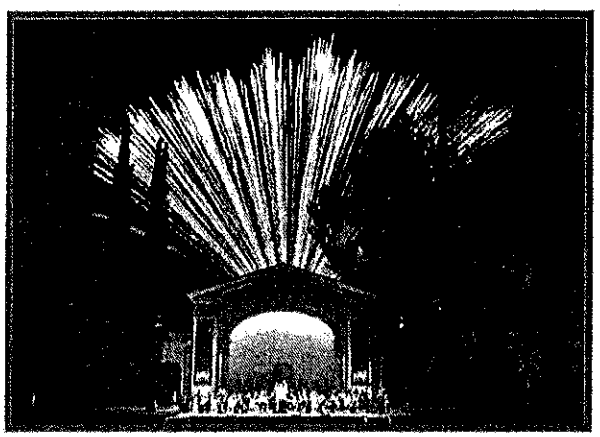
Street Closure time: From 6 ☒ am ☐ pm To 8 ☐ am ☒ pm

Staff Notes:

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

SPECIAL EVENTS PERMIT APPLICATION

EVENT: ART-ON-STATE-STREET 9-29-24
ORGANIZER: REDLANDS ART ASSOCIATION
Date of Event: 9 / 29 / 2024
Date Submitted: 7 / 18 / 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 ART-ON-STATE-STREET

Description Semi-annual outdoor show/sale fundraiser for non-profit organization, Redlands Art Association. Artists will set up booths to show their wares. As part of their art education mission, RAA provides this opportunity to educate the artists in presentation and marketing. Very happy with their reputation for the arts, RAA also educates the public as to the mediums available, what art costs, and what they might want to try.

Date/Time

Setup	Date 9-29-24	Time 7:30 Am	Location(s) State St
Event Starts	Date 9-29-24	Time 10 Am	Location(s) State St
Event Ends	Date 9-29-24	Time 5 PM	Location(s) State St
Dismantle	Date 9-29-24	Time 5-6 PM	Location(s) State St

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 1000 Per Day 1000

Anticipated Participants: Total 37 Per Day 37

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

	Primary Contact:	Secondary Contact
Name:	Sandy Davies	
Address:	215 E State St	
City, State, Zip	Redlands Ca 92373-5232	
Phone:	909-273-4598	
Email:	sandydavies@verizon.net	

Name of Organization: Redlands Art Association Is It Non-Profit? Yes

Tax I.D. #: EIN-7292598

Yes	No	
☒	☐	Is this an annual event? How many years have you been holding this event? 8 yr
☒	☐	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.

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. First aid in the Gallery
- ☐ 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. State St & 7th
- ☐ 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
7:30 am	Booths will be marked out.
8 am	Artists will set up their booths
8 am	Barricades will close street
10 am	Event opens to visitors
5 pm	Event closes.
5-6 pm	Artists pack up
6 pm	Barricades are removed

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
Emergency vehicle lane open on State St.

☐ ☒ 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? Please describe
ADA portable restroom set up at 7th & State St as well as in the gallery

☐ ☐ Will all food, beverage and vending areas be accessible? Please describe
None

☐ ☐ Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe
None

☐ ☐ If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe
None

☐ ☐ If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe the RAA Gallery & Art Center will be open - 215 E. State St.

☐ ☐ 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 None

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 1

If no: Please explain:

Rest Room Company National Rent a Fence

Address Street

City Fontana State Zip

Telephone Day 800-352-5675 Evening Fax Pager/Cellular

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? Art
☐	☒	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)

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_____ Finish time _____

☐ ☒ 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 _____

_____

☐ ☒ 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 _____

☐ ☒ 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. _____

NOTIFICATION OF IMPACTED

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 90% of the affected businesses are closed on Sundays. They don't need notices.

[illegible]

Yes No

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

f yes, please describe Redlands Art Association has several marketing venues. Artists will be advertising through social media.

☐ ☒ 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 Hub International

Address Street

City Riverside State Zip

Telephone Day Evening Fax Pager/Cellular

Contact Name Samantha Ort

Policy Type General Liability

Policy Amount $1,000,000

Policy Number

ON FILE with Risk Management

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 Sandy Davies / Redlands Art Association

Title Event coordinator

Signature Sandy Davies

Date 7-18-2024

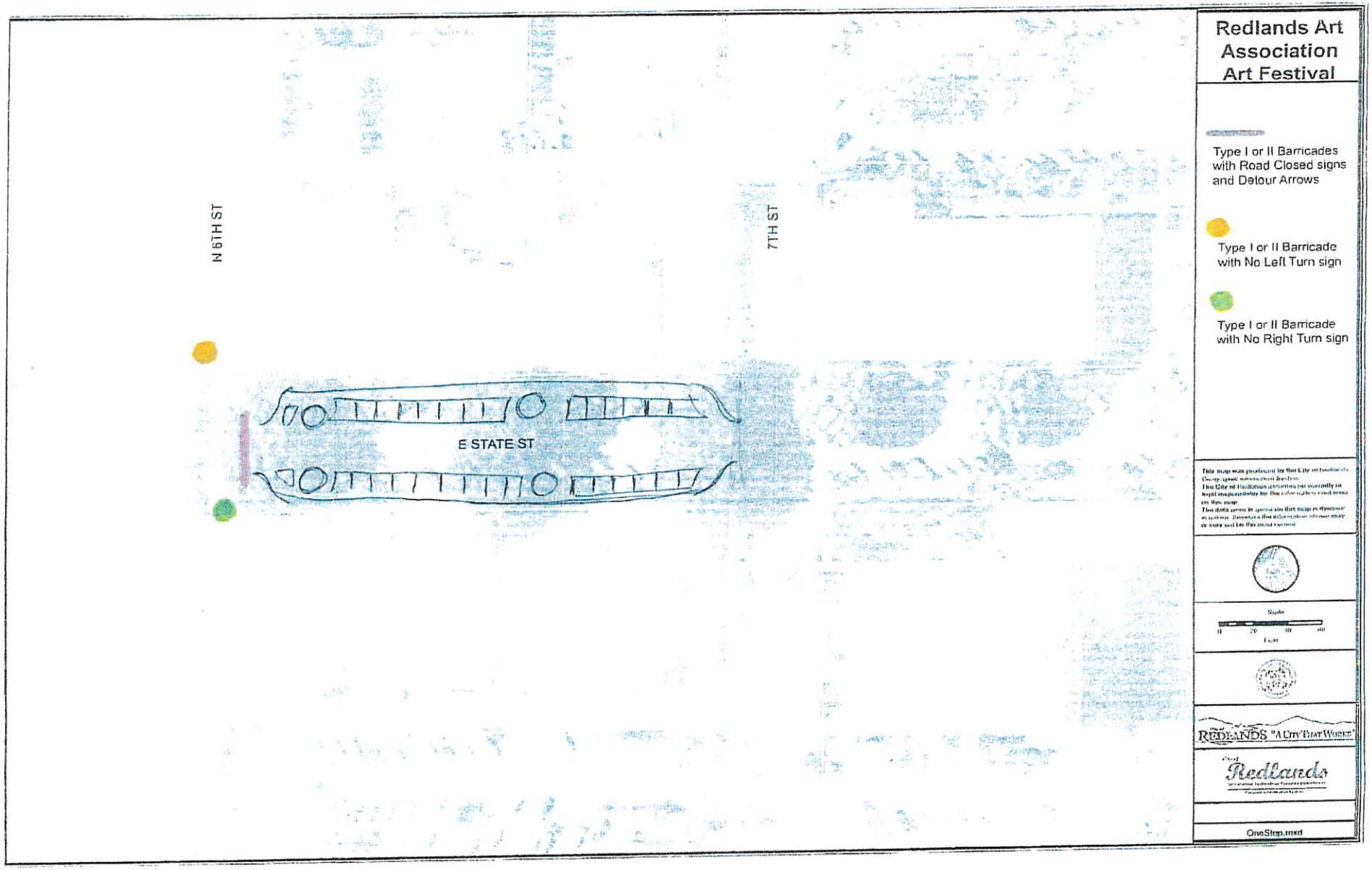
Print Name of Professional Event Organizer _____

Title _____

Signature _____

Date _____

Art-On-State Street Closure


Redlands Art Association Art Festival
Type I or II Barricades with Road Closed signs and Detour Arrows
Type I or II Barricade with No Left Turn sign
Type I or II Barricade with No Right Turn sign
N 6TH ST
7TH ST
E STATE ST
REDLANDS "A City That Works"
Redlands
OneStop.mxd

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

Date:
03/18/2022
Employer ID number:

Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
November 15, 2020
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053716008631

REDLANDS ART ASSOCIATION
C/O SUZANNE BURKE
215 EAST STATE STATE STREET
REDLANDS, CA 92373

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.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

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.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

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]	$0.00	Hard Cost	$0.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$1,350.0	Hard Cost	$0.00
Personnel & Equipment Subtotal	**$1,350.00**		$0.00
Fees Established by City Council Resolution			
Park Reservation	$0.00	Soft Cost	$0.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal			
Total Departmental Charges and Fees	**$0.00**		$0.00
	$1,350.00 **$0.00** **$1,350.00**	Hard Cost Soft Cost Total	**$0.00** **$0.00** **$0.00**

[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 2024-25 to date:

TABLE 2: FY 2024-25 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$27,410.00	$1,704.00	$0.00	$29,114.00	$29,114.00

City Council/Financing Authority Meeting **I. 10.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Receive and file the Final Dissolution of the Successor Agency to the Former Redevelopment Agency of the City of Redlands (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 receive and file a report pertaining to the Final Dissolution of the Successor Agency to the Former Redevelopment Agency of the City of Redlands.

RECOMMENDATION:

Staff recommends the City Council receive and file a report pertaining to the Final Dissolution of the Successor Agency to the Former Redevelopment Agency of the City of Redlands.

DISCUSSION:

Established by Ordinance No. 1436 in 1971, the Redevelopment Agency (RDA) of the City of Redlands operated as a separate legal entity from the City under the Community Redevelopment Law (Health & Safety Code sections 33000 et seq.) with the intent of revitalizing the City's downtown core and surrounding residential and industrial neighborhoods by eliminating conditions of blight and their influences, encouraging reinvestment by property owners, and inviting new investment from outside sources.

The City's RDA financed or contributed financing to several noteworthy community projects that were paid for by property tax increment. Some of those projects include construction of the parking facilities around the Redlands Mall in

the mid-1970's, State Street's reconstruction to facilitate parking along a one-way route of travel in the downtown core, the Fern Lodge senior housing complex completed in 2000 (at the corner of Fern St. and Redlands Blvd.), and the Vista del Sol senior housing community completed in April 2010 (located at 1320 Webster St.). At various periods throughout its existence, the RDA also contributed significant funding to offset costs associated with general infrastructure improvements that served its mission, including improvements to the A.K. Smiley Public Library, Fire Stations 261 and 264, and various street and storm drain improvements. In addition to capital outlay, the RDA also awarded programmatic funds to multi-unit properties for improvements to low- and moderate-income rental units, grants to households for property improvements (the Neighborhood Revitalization Program), funded a first-time homebuyers program, and supported a commercial façade improvement program for businesses.

In June 2011, amid significant state budget woes, the Governor signed new legislation, designated as AB 1X26, which amended the Community Redevelopment Law to immediately suspend most redevelopment agency activities and provided that on October 1, 2011, all redevelopment agencies were to be dissolved and that the affairs (disposal of assets) of the agencies would be transferred to successor agencies whose role is to expeditiously wind down the affairs of the dissolved redevelopment agencies. In July 2011, the League of California Cities and the California Redevelopment Association filed suit in the California Supreme Court to challenge the constitutionality of AB 1X26 and also requested the Court to stay the new legislation pending the Court’s decision on the matter. In August 2011, a stay order was issued by the Court. On December 29, 2011, the California Supreme Court did rule that AB 1X26 is enforceable, effectively eliminating redevelopment statewide as of February 1, 2012.

In compliance with the Dissolution Act, the City Council elected to serve as the Successor Agency to the dissolved Redlands Redevelopment Agency with the responsibility of winding down its affairs and undertaking the administrative tasks required for the dissolution process. This process was fairly complexed and highly regulated by first, a City Oversight Board and then by a Countywide Oversight Board, with all actions reviewed and ultimately approved by the state Department of Finance. Steps taken include the transfer of the affordable housing function to the Housing Authority of San Bernardino County; the transfer of RDA-owned property to the City (as Successor Agency); defeasance of roughly $42 million in tax allocation bonds issued by the former RDA; and the preparation of several plans and schedules detailing the same. This process began in earnest in February 2012 and was completed earlier this year. With all enforceable obligations paid in full, all land disposed of and all litigation settled, there is no need for the Agency to continue to exist and the criteria to proceed with formally dissolving has been met.

On June 10, 2024, the Countywide Oversight Board approved a resolution to

formally dissolve the Successor Agency to the Redevelopment Agency of the City of Redlands. July 2, 2024, the state Department of Finance acknowledged the end of the Agency's existence.

ALTERNATIVES:

The Council may choose not to receive and file this report.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:

Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Brian Desatnik, Development Services Director

Fiscal Impact

Discussion:

There is no financial impact associated with the motion to receive and file this report.

Attachments

Countywide Oversight Board Report & Resolution to Dissolve

Department of Finance Acknowledgement July 2, 2024

REPORT/RECOMMENDATION TO THE SAN BERNARDINO COUNTYWIDE OVERSIGHT BOARD AND RECORD OF ACTION

June 10, 2024

FROM

DANIELLE GARCIA, Director, Management Services Department, City of Redlands

SUBJECT

Resolution Approving the Formal Dissolution of the Successor Agency to the Redevelopment Agency of the City of Redlands

RECOMMENDATION(S)

Adopt **Resolution No. 2024-20** of the San Bernardino Countywide Oversight Board Approving the Formal Dissolution of the Successor Agency to the Redevelopment Agency of the City of Redlands.
(Presenter: Danielle Garcia, Management Services/Finance Director, City of Redlands, (909) 798-7507)

BACKGROUND INFORMATION

On January 11, 2024, the Countywide Oversight Board considered and approved Resolution No. 2024-14 to approve the Successor Agency to the Redevelopment Agency of the City of Redlands' request to dissolve. On March 5, 2024, the California State Department of Finance (DOF) issued a letter approving the Oversight Board's resolution.

Pursuant to Health and Safety Code (HSC) Section 34187(e), the Successor Agency must take the following steps within 100 days of the DOF dissolution approval:

- Dispose of all remaining assets and transfer any proceeds to the County Auditor Controller for distribution to the affected taxing entities,
- Send notification to the Oversight Board that it has complied with such disposition and transfer of any proceeds.

The Successor Agency has furnished this notification as of the date of the approval of the Oversight Board Resolution No. 2024-14 on January 11, 2024.

Per HSC Section 34187(f) upon receipt of the Notification from the Successor Agency, the Oversight Board must verify that, with respect to the Successor Agency, all obligations have been retired or paid off, all outstanding litigation has been resolved, and all remaining assets have been disposed. Within 14 days of verification, the Oversight Board shall adopt a final resolution of dissolution for the Successor Agency, which will be effective immediately.

The unaudited final accounting of the Successor Agency indicates that effective June 30, 2023, the Successor Agency has no outstanding assets or obligations. The Successor Agency's obligations have been retired or paid off, there is not outstanding litigation to which the Successor Agency is a party, and all the Successor Agency's assets have been disposed of and any such proceeds have been remitted to the County Auditor-Controller to the Auditor-Tax Collector-Controller for distribution to the affected taxing entities.

It is recommended that the Oversight Board adopt the attached final resolution to formally dissolve the Successor Agency to the Redevelopment Agency of the City of Redlands effective immediately upon adoption.

ATTACHMENTS

Attachment A – Resolution Approving the Successor Agency's Formal Dissolution
Attachment B – DOF Letter dated 3/5/2024 approving Request to Dissolve
Attachment C – Documentation of Retirement of Outstanding Obligation Debt
Attachment D – Long Range Property Management Plan Inventory and Status
Attachment E – Letter from Agency General Counsel regarding litigation

REVIEW BY OTHERS

This item has been reviewed by Auditor-Controller/Treasurer/Tax Collector on May 24, 2024 and San Bernardino Countywide Oversight Board Legal Counsel on June 4, 2024.

Resolution Approving the Formal Dissolution of the Successor Agency to the Redevelopment Agency of the City of Redlands
June 10, 2024

Record of Action of the San Bernardino Countywide Oversight Board

APPROVED

Moved: Cindy Saks Seconded: Katie Hylton
Ayes: Valerie Clay, Katie Hylton, Becky Lepins, Cindy Saks, David Wert
Absent: Lawrence Strong, Acquanetta Warren

Lynna Monell, SECRETARY

BY Lynna Monell
DATED: June 10, 2024

cc: File - San Bernardino Countywide Oversight Board w/Resolution & attachments

jm 06/13/2024

RESOLUTION NO. 2024- 20

RESOLUTION OF THE SAN BERNARDINO COUNTYWIDE OVERSIGHT BOARD APPROVING THE FORMAL DISSOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS

On Monday, June 10, 2024, on motion of San Bernardino Countywide Oversight Board Member Saks, duly seconded by San Bernardino Countywide Oversight Board Member Hylton and carried, the following resolution is adopted by the San Bernardino Countywide Oversight Board, State of California.

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Redlands ("Successor Agency") has been duly created and existing in accordance with applicable law, including Part 1.85 (commencing with Section 34170) of Division 24 of the Health and Safety Code (the "Dissolution Law"), as successor-in-interest by operation of the former Redlands Redevelopment Agency ("RDA"); and,

WHEREAS, pursuant to California Health and Safety Code (HSC) section 34179(j), commencing on or after July 1, 2018, the San Bernardino Countywide Oversight Board ("Oversight Board") has jurisdiction over the Successor Agency; and,

WHEREAS, the Successor Agency is tasked with winding down the former Redevelopment Agency's affairs; and,

WHEREAS, pursuant to HSC section 34187(b) in the Dissolution Law ("Section 34187(b)"), "When all of the enforceable obligations have been retired or paid off, all real property has been disposed of pursuant to Section 34181 or 34191.4, and all outstanding litigation has been resolved, the successor agency shall [...] submit to the oversight board a request [...] to formally dissolve the successor agency[, and the] oversight board shall approve the request within 30 days, and shall submit the request to the department"; and,

WHEREAS, the Successor Agency, having determined that all dissolution criteria in Section 34187(b) had been met, submitted for Oversight Board consideration a report and resolution to request to dissolve, which received Oversight Board approval on January 11, 2024 in Resolution No. 2024-14; and,

WHEREAS, Resolution No. 2024-14 was submitted to the California State Department of Finance ("DOF") for approval; and,

WHEREAS, DOF issued its letter, dated March 5, 2024, approving Oversight Board Resolution No. 2024-14; and,

WHEREAS, pursuant to Section 34187(f), the Oversight Board shall: (i) verify all of the Successor Agency's obligations have been retired or paid off, all outstanding litigation has been resolved, and all remaining assets have been disposed; and (ii) within 14 days of verification, adopt a final resolution of dissolution for the Successor Agency, which shall be effective immediately; and,

WHEREAS, the Oversight Board has completed the Verification.

NOW, THEREFORE, the San Bernardino Countywide Oversight Board hereby resolves, determines and orders as follows:

Section 1. The foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. Based upon the foregoing, the San Bernardino Countywide Oversight Board hereby verifies that all obligations have been retired or paid off, all outstanding litigation has been resolved, and all remaining assets have been disposed of with any proceeds remitted to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for distribution per the Successor Agency, and on that basis, hereby adopts this final dissolution of the Successor Agency.

Section 3. The Successor Agency is hereby dissolved.

Section 4. The San Bernardino Countywide Oversight Board hereby directs the designated contact official, or his or her designee, to provide written notice of and information about this Resolution to the DOF, the San Bernardino County Auditor-Controller/Treasurer/Tax Collector, and the State Controller's Office in accordance with HSC Section 34187(f), and further directs the designated contact official to carry out such actions as may be necessary to carry out the purposes of this Resolution, including, but not limited to, submitting this Resolution to such other entities as may be required by applicable law.

Section 5. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED by the San Bernardino Countywide Oversight Board, State of California, by the following vote:

AYES: OVERSIGHT BOARD MEMBER: Valerie Clay, Katie Hylton, Becky Lepins, Cindy Saks, David Wert

NOES: OVERSIGHT BOARD MEMBER: None

ABSENT: OVERSIGHT BOARD MEMBER: Lawrence Strong, Acquanetta Warren

* * * * *

STATE OF CALIFORNIA)
) ss.
SAN BERNARDINO COUNTY)

I, **LYNNA MONELL**, Secretary to the San Bernardino Countywide Oversight Board, State of California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Countywide Oversight Board, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of June 10, 2024. #1

LYNNA MONELL
Secretary to the San Bernardino Countywide Oversight Board

By _____
Deputy

SAN BERNARDINO COUNTYWIDE OVERSIGHT BOARD
COUNTY OF SAN BERNARDINO
1853

Transmitted via e-mail

July 2, 2024

Danielle Garcia, Director of Finance
City of Redlands
P.O. Box 3005
Redlands, CA 92373

Redevelopment Successor Agency Dissolution

On June 18, 2024, the Oversight Board (OB) of the City of Redlands Successor Agency (Agency) notified the California Department of Finance (Finance) of OB Resolution No. 2024-20, a final resolution of dissolution.

As required by Health and Safety Code section 34187 (f), the OB verified that all the Agency's obligations have been paid off, all outstanding litigation has been resolved, and all remaining assets have been disposed, with any proceeds remitted to the San Bernardino County Auditor-Controller.

Finance acknowledges the end of the Agency's existence and ceases all future communications with the designated contacts.

Please direct inquiries to RedevelopmentAdministration@dof.ca.gov.

Sincerely,

Cheryl L. McCormick, CPA
Chief, Office of Audits and Evaluations

cc: James Garland, Assistant Finance Director, City of Redlands
Franz Zyss, Chief Deputy, Property Tax Division/Countywide Oversight Board Representative, San Bernardino County

City Council/Financing Authority Meeting **I. 11.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a three-year service contract for NEOGOV Onboard software in the amount of $63,505.08 (Human Resources Director Meteau)

MOTION(S):

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

I move to approve a three-year service contract with NEOGOV to provide Onboard software services to City employees in the amount of $63,505.08.

RECOMMENDATION:

Staff recommends that City Council approve a three-year service contract with NEOGOV for Onboard software services in the amount of $63,505.08.

DISCUSSION:

NEOGOV has provided the City's Recruitment Platform (Insight) since 2009 and the City's Learning Management System (Learn) and Performance Management System (Perform) since 2019. By adding an Onboard platform, the City will be able to streamline and enhance the new employee onboarding process. The new system will allow the City to provide new hires with a seamless and engaging onboarding experience. The onboarding process helps to make new hires feel welcomed and prepared from day one, and creates a positive first impression that builds a strong foundation for employee engagement and retention. The application centralizes and digitizes all onboarding documents, making it easy to access, manage, and store important paperwork securely. Additionally, it facilitates better communication between new hires, HR, and other departments through automated notifications and updates. By leveraging NEOGOV Onboard, the City will improve its onboarding process, enhance the

new hire experience, and ultimately drive better outcomes for both employees and the City as a whole. This will be a sole source purchase as this is an additional platform to our current NEOGOV system.

ALTERNATIVES:

N/A

STRATEGIC PLAN:
Priority D; Sustainability, 4. Workforce: Create an onboarding plan for new employees.

SUBMITTED BY:
Robert Meteau, Director of Human Resources/Risk Management

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Marina Walker, HR Analyst

Fiscal Impact

Fiscal Year:	2024/2025
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$ 25,120.70
Budgeted Y/N:	Yes

Discussion:
The cost of this service contract has been included in the approved budget for fiscal year 2024/2025. Cost for services in the second and third years of the agreement will be included in the respective budget years.

Attachments

NEOGOV Contract
NEOGOV Order form
NEOGOV Sole Source Form

SERVICES AGREEMENT

V071423

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at https://www.neogov.com/service-specifications (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make

available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services may include training, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.

5. Payment Terms.

   a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will result in written notice of late payment. If the amount is not paid within thirty (30) days of notice it will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

   b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

   c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services. \

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual

data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the "EU") or the United Kingdom ("UK"), or has Authorized Users accessing the Services from the EU or UK, the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement.

d) Data Responsibilities.

i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless

otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is expressly marked and designated as confidential. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by court order, subpoena or federal or state law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's sole cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

e) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify

the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY PURSUANT TO PARAGRAPH 14 ABOVE, AND FOR LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

18. Publicity. Except as otherwise required by law, regulation, or the party's internal requirements (i.e., customer lists for auditing purposes), unless otherwise provided in the applicable Order Form, NEOGOV may not identify Customer as one of its customers and use Customer's logo for such purposes, unless approved in writing by Customer and subject to any trademark usage requirements specified by Customer.

19. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

20. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

21. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.

22. General.
    a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement

shall be instituted only in any state court in San Bernardino County, California or any federal court in Riverside County, California.

b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, subcontractors are those specifically hired to provide to NEOGOV some or all of the services that are the subject of this Agreement and who will have access to Customer personal data, and does not include the general provision of services or utilities which are also provided to NEOGOV's other customers as well as Customer.

[Remainder of page intentionally blank, signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	**GovermentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)**
Entity Name: City of Redlands Signature: _____ Print Name: Eddie Tejeda, Mayor Date:	Signature: _____ Print Name: Date:

ATTEST: _____

City Clerk

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds**. If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

6. **Subcontractors**. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any

access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html and/or https://apidocs.powerdms.com ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, includingall intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rightor other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html and/or https://apidocs.powerdms.com from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware,or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"),multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in wholeor in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agreesto monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections,or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOVBE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICTLIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Exhibit A
Order Form

NEOGOV

NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Kim Goerlitz

Customer:

Redlands, City of (CA)
35 Cajon Street,
Redlands, CA 92373
USA

Quote Valid From: 6/3/2024
Quote Valid To: 9/30/2024

Quote Number: Q-17283
PaymentTerms: Annual,Net 30
Subscription Term in Months: 36

Employee Count: 460
Order Summary

Year 1

Service Description	Type	Start Date	End Date	Term Price (USD)
Onboard Subscription	RECURRING	10/1/2024	9/30/2025	$12,969.00
Onboard Setup	ONE-TIME			$3,960.00
Employee Import Subscription	RECURRING	10/1/2024	9/30/2025	$3,473.00
Employee Import Setup	ONE-TIME			$3,307.50
Candidate Text Messaging Subscription	RECURRING	10/1/2024	9/30/2025	$1,411.20
			Year 1 TOTAL:	$25,120.70

Year 2

Service Description	Type	Start Date	End Date	Term Price (USD)
Onboard Subscription	RECURRING	10/1/2025	9/30/2026	$13,617.45
Employee Import Subscription	RECURRING	10/1/2025	9/30/2026	$3,646.65
Candidate Text Messaging Subscription	RECURRING	10/1/2025	9/30/2026	$1,481.76
			Year 2 TOTAL:	$18,745.86

Year 3

Service Description	Type	Start Date	End Date	Term Price (USD)
Onboard Subscription	RECURRING	10/1/2026	9/30/2027	$14,265.90
Employee Import Subscription	RECURRING	10/1/2026	9/30/2027	$3,820.30
Candidate Text Messaging Subscription	RECURRING	10/1/2026	9/30/2027	$1,552.32
			Year 3 TOTAL:	$19,638.52

ORDER TOTAL (USD) : $63,505.08

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at https://www.neogov.com/service-specifications. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the “Effective Date”). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

Initial Term: 10/1/2024 - 9/30/2027

"Redlands, City of (CA)"

Signature: _____

Print Name: _____

Date: _____

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 8/6/24

TO: Purchasing Division

FROM: Marina Walker - Human Resources

Purchase Requisition # _____

Estimated Total Cost: $ 63505.08

Proposed Vendor: NeoGov

Request Term: 3 Year Contract

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: NeoGov

Manufacturer/Model Number: Insight/Learn/Perform

Age: _____

Current Estimated Value: _____

☐ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☐ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☐ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Human Resources would like to add on an additional platform to our current NeoGov subscription. This will help to streamline our onboarding process for both our staff and new hires.

3. Was an evaluation of other equipment, products, or services performed?

☐ Yes ☒ No

If yes, please explain the type of evaluation performed and provide all supporting documentation:

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

Marina Walker Janice McConnell

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

Human Resources would continue with current process to conduct orientation.

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

Prepared by 8/6/24 Date

Department Director 8/6/24 Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

City Council/Financing Authority Meeting **I. 12.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Memorandum of Understanding with the University of Redlands for standby paramedic services at university football games and other special events (Fire Chief Sessler)

MOTION(S):

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

I move to approve the Memorandum of Understanding with the University of Redlands for standby paramedic services during university football games and other special events as needed.

RECOMMENDATION:

Staff recommends the City Council approve a Memorandum of Understanding between the City of Redlands and the University of Redlands for standby paramedic services at all university football games and other special events as needed.

DISCUSSION:

The Redlands Fire Department has previously provided standby paramedic services at University of Redlands football games upon request and as previously approved via Memorandum of Understanding. This service involves deploying a Medic Squad or All Risk Vehicle, staffed by two personnel, to deliver Advanced Life Support paramedic care during football games throughout the academic year. The University of Redlands has now requested similar services for graduation ceremonies and other special events as needed. Per the proposed Memorandum of Understanding, the University will reimburse the City for these services based on the actual and reasonable costs incurred by Fire Department personnel. The proposed MOU will be effective upon City Council

approval and will remain in effect until June 30, 2026, aligning with the Redlands Professional Firefighters Association salary schedule. The University will provide the Fire Department with the football game schedule as soon as it is available, as well as provide any requests for standby paramedic services for special events, no later than two weeks prior to the event, to ensure adequate staffing. All requests for standby paramedic services will be subject to the approval of the Fire Chief or his designee. Staff is seeking City Council approval of the proposed Memorandum of Understanding with the University of Redlands to formalize this partnership and the provision of standby paramedic services.

ALTERNATIVES:

Not approve MOU for the provision of standby paramedic services.

STRATEGIC PLAN:

Priority B - Public Health and Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	2024-2025
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:

The University of Redlands will compensate the City for the provision of the standby paramedic services for two Fire Department personnel for six hours each football game or on an hourly basis for special events at the rates reflected in Exhibit A of the MOU.

Attachments

Extended Standby Paramedic Service MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF REDLANDS AND
THE UNIVERSITY OF REDLANDS
FOR STANDBY PARAMEDIC SERVICES

This Memorandum of Understanding is made and entered into this 17th day of September 2024 (the Effective Date) by and between the City of Redlands, a municipal corporation and general law city ("City") and the University of Redlands, a California nonprofit educational corporation ("University"), who each are sometimes individually referred to herein as a "Party", and collectively, as the "Parties."

RECITALS

WHEREAS, the University has requested that the City enter into this Memorandum of Understanding to allow for the provision of standby paramedic services provided by the Redlands Fire Department to provide first response medical care at university football games and other University events; and

WHEREAS, the University agrees to compensate City for the provision of standby emergency services by the Redlands Fire Department at each University football games and other special events as agreed to by the City and University; and

WHEREAS, this Memorandum of Understanding shall commence on the effective date and continue through June 30, 2026; and

WHEREAS, the Fire Chief concurs with, and consents to this Memorandum of Understanding.

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

AGREEMENT

1. The Redlands Fire Department shall provide Advanced Life Support (ALS) standby Paramedic services ("Services") at football games at the University for a duration of six hours each game during the school year beginning September of each year, as well as the annual graduation ceremony, and other special events as agreed to by both the City and University. The Services shall include the following:

   A. Provide ALS (Paramedic) service with a standby crew consisting of a Paramedic Squad, All Risk Vehicle (ARV), or fire support vehicle staffed by two (2) Redlands Fire Department personnel for ALS medical care at university football games for a duration of six hours per game. The football season schedule must be provided by the University as soon as it becomes available and no later than two weeks prior to the first home game.

B. Provide ALS (Paramedic) service with a standby crew consisting of a Paramedic Squad, All Risk Vehicle (ARV), or fire support vehicle staffed by two (2) Redlands Fire Department personnel for ALS medical care at annual University graduation ceremonies, and other special events as agreed to by both the City and University.

C. The standby crew will be present at Ted Runner Stadium, 1200 E Colton Ave, Redlands, CA 92374 at all scheduled dates and times, unless advised differently by the University:

D. University shall make a written request to the Fire Chief for additional Services for playoff games or other special events which may be scheduled by the University.

E. Requests for Standby Paramedic services for graduation ceremonies, or other special event, must be submitted at least two weeks before the event. Provision of these services is subject to the availability of personnel and requires the approval of the Fire Chief or his designee.

2. University shall compensate the City for the Services at the City rates in Exhibit A which are in effect on the Effective Date of this Memorandum of Understanding. The City rates reflect the actual and reasonable costs incurred by the City in providing the Services.

3. The University will provide the Fire Chief with any additional changes in scheduling, cancellations, reporting location, special instructions, or guidelines, and point of contact information.

4. Either party may terminate this Memorandum of Understanding in the event that the Redlands Fire Department could not provide the appropriate staff to provide the services due to a city-wide emergency or a department staffing shortage at any time by giving fourteen (14) days prior written notice of termination to the other Party. All outstanding charges for Services rendered up to the date of termination shall be paid to City on the effective date of termination.

5. City shall hold harmless, defend and indemnify the University, and its officers, board members, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the City's performance under this Memorandum of Understanding, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or injury to or destruction of property, and arises out of or is connected with the performance of the Services by City under this Memorandum of Understanding. Nothing herein shall be interpreted to obligate City to indemnify and defend the University and its officers, board members, employees and agents for the University's sole negligence or willful misconduct.

The University shall hold harmless, defend and indemnify City, and its officers, employees, and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the University's performance under this Memorandum of Understanding, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or injury to or destruction of

property, arises out of or is connected with the performance of the of University under this Memorandum of Understanding. Nothing herein shall be interpreted to obligate University to indemnify and defend the City and its officers, employees, and agents for the City's sole negligence or willful misconduct.

In the event of concurrent negligence, the liability for any and all claims for injuries or damages to persons and/or property which arise out of or relate to this Memorandum of Understanding shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

6. Both Parties shall self-insure or maintain a policy or policies of insurance as set forth below for the term of this Memorandum of Understanding:

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements or certification of self-insured or exemption from the workers' compensation laws of the State of California.

B. Comprehensive General Liability insurance 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.

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 owned vehicles, hired and non-owned vehicles, and employee non-ownership vehicles.

7. The University's Department of Public Safety shall cooperate with the City and its Fire Department in any emergency incidents relating to actions pursuant to the authority provided by this Memorandum of Understanding.

8. In the event any action is commenced to enforce or interpret the terms or conditions of this Memorandum of Understanding, the prevailing party in such action shall be entitled to recover, in addition to its costs and other relief, its reasonable attorneys' fees, including fees for in-house counsel of the respective Parties at rates prevailing in San Bernardino County, California.

9.. This Memorandum of Understanding represents the entire agreement of the Parties hereto as to the matters contained herein, and any prior negotiations, verbal, and written agreements with regard to the subject matter hereof between the City and the University are superseded by this Memorandum of Understanding. Any amendment to this Memorandum of Understanding shall be in writing, approved by City and signed by City and University.

CITY OF REDLANDS

_____ Date_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

CONCUR:

_____ Date_____
Rich Sessler, Fire Chief

UNIVERSITY OF REDLANDS

_____ Date_____
Donna Eddleman, Dean of Student Affairs
University of Redlands

EXHIBIT A

September 17, 2024 - June 30, 2025

EVENT/GAME STAFFING SCENARIOS		
	HRLY RATE PER EVENT	**TOTAL PER FOOTBALL GAME**
Two FF/PMs		
FF/PM	36.89	221.35
FF/PM	36.89	221.35
	TOTAL:	**$ 442.70**
Engineer & FF/PM		
Fire Engineer	42.54	255.24
FF/PM	36.89	221.35
	TOTAL:	**$ 476.59**
Captain & FF/PM		
Fire Captain	48.98	293.88
FF/PM	36.89	221.35
	TOTAL:	**$ 515.23**

July 1, 2025 - June 30, 2026

(with 2% Cost of Living Adjustment)

EVENT/GAME STAFFING SCENARIOS		
	HRLY RATE PER EVENT	**TOTAL PER FOOTBALL GAME**
Two FF/PMs		
FF/PM	37.64	225.84
FF/PM	37.64	225.84
	TOTAL:	**$ 451.67**
Engineer & FF/PM		
Fire Engineer	43.30	259.80
FF/PM	37.64	225.84
	TOTAL:	**$ 485.64**
Captain & FF/PM		
Fire Captain	49.87	299.22
FF/PM	37.64	225.84
	TOTAL:	**$ 525.06**

City Council/Financing Authority Meeting **I. 13.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an Agreement between Consolidated Fire Agencies (CONFIRE) and the City of Redlands for surge transport services to be provided by the Redlands Fire Department (Fire Chief Sessler)

MOTION(S):

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

I move to approve the Agreement between Consolidated Fire Agencies, known as CONFIRE and the City of Redlands for surge transport services to be provided by the Redlands Fire Department.

RECOMMENDATION:

Staff recommends approving the Agreement with the Consolidated Fire Agencies (CONFIRE) for surge transport services to be provided by the Redlands Fire Department.

DISCUSSION:

In August 1990, the City Council officially approved the Redlands Fire Department's membership in CONFIRE, alongside the cities of Colton, Loma Linda, Rialto, and the County of San Bernardino. CONFIRE was established to serve as a secondary public safety answering point for 9-1-1 services, provide fire and emergency medical dispatching, and offer information technology support.

In December 2023, CONFIRE won a proposal for Advanced Life Support (ALS) and Basic Life Support (BLS) Ground Ambulance Services in San Bernardino County in response to RFP # ICEMA23-ICEMA-4811. CONFIRE was awarded Contract Number 23-1282 with San Bernardino County. Under the contract, the

City of Redlands committed to provide Surge Transport Services as part of this proposal. Surge Transport Services would require the Redlands Fire Department to respond to and handle increased demand for patient transport, typically during times of crisis or high-volume situations. This type of service is crucial when the regular emergency transport capacity is overwhelmed, such as during major incidents, disasters, or peak times.

Under the Agreement, the Redlands Fire Department may utilize apparatus owned by Priority Ambulance, a partner in the services specified in Contract Number 23-1282. This Agreement formalizes the responsibilities of the Fire Department when operating or using Priority Ambulance equipment and recognizes Priority as a third-party beneficiary. The Agreement will be effective from October 1, 2024, and remain in force until September 30, 2029. It may be extended for an additional five-year term if Contract Number 23-1282 is extended.

ALTERNATIVES:

The City Council may choose not to approve the agreement for surge transport services.

STRATEGIC PLAN:

Priority B - Health and Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year: 2024-2025

Revenue Generating: Y

Appropriation Required Y/N: N

Discussion:

There is no fiscal impact with the approval of the CONFIRE Agreement for Surge Transport Services. CONFIRE will reimburse the CITY at a rate of $152.80 per unit hour for the use of Priority apparatus, with payments made quarterly based on invoices from CAD data reflecting service hours.

Attachments

CONFIRE Surge Transport Services Agreement

Attachment 1 to Agreement

AGREEMENT
BY AND BETWEEN
CONSOLIDATED FIRE AGENCIES
AND
CITY OF REDLANDS

This Agreement is made and entered into by and between the Consolidated Fire Agencies, a Joint Powers Authority, duly authorized and existing under Government Code, § 6500 et seq. (hereinafter referred to as "CONFIRE") and the City of Redlands (hereinafter referred to as "CITY"). CONFIRE and City may be referred to individually as Party, or collectively Parties.

RECITALS

WHEREAS, CONFIRE submitted a Proposal in response to RFP # ICEMA23-ICEMA-4811, Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino ("Proposal"); and,

WHEREAS, CONFIRE's Proposal included a provision for certain Member and Contract Agencies to provide Advanced Life Support ("ALS") and Basic Life Support ("BLS") Ground Ambulance Services (collectively referred to as "Transport Services"; and,

WHEREAS, CONFIRE was selected as the successful bidder for RFP# ICEMA23-ICEMA-4811 and entered into Contract Number 23-1282 with San Bernardino County, a copy of which is attached hereto as **Attachment 1**, and incorporated herein by this reference; and,

WHEREAS, the City of Redlands Fire Department, a Member Agency of CONFIRE, committed to provide Surge Transport Services; and,

WHEREAS, the Redlands Fire Department's commitment to provide Transport Services was included in CONFIRE's Proposal; and,

WHEREAS, in the delivery of the requisite Transportation Services the Redlands Fire Department may operate and/or utilize apparatus that is owned by Priority, CONFIRE's partner for the delivery of services identified in Contract Number 23-1282 with San Bernardino County; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the City of Redlands Fire Department's responsibilities when using and/or operating Priority Ambulance apparatus or equipment; and

WHEREAS, while not a signatory to this Agreement, Priority is a third-party beneficiary; and

WHEREAS, it is the intent of the parties hereto that in accordance with Contract Number 23-1282, Redlands Fire will provide the services herein described, subject to the terms and conditions contained herein and within Contract Number 23-1282.

TERMS

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated into this Agreement by this reference.

2. SCOPE OF WORK:

   A. In the event that the Redlands Fire Department utilizes and/or operates Priority Ambulance

apparatus or equipment, the CITY agrees to the following terms and conditions:

i. Such Services shall be provided in accordance with the terms and conditions of Contract Number 12-1282.

ii. The CITY represents and warrants to CONFIRE that it has the necessary infrastructure, resources, personnel, training, and licenses to provide the Services under this Agreement in accordance with all terms of this Agreement.

3. PAYMENT:

CONFIRE shall compensate the CITY for the Services provided as set forth below:

A. Unit Hour Cost for Redlands Fire personnel using a Priority apparatus and/or equipment will be reimbursed at a rate of One Hundred Fifty-Two Dollars and Eighty Cents ($152.80).

B. Payment shall be made to the City of Redlands on a quarterly basis based upon invoices that are prepared from CAD data, reflective of the in-service hours for Redlands Fire.

C. CONFIRE will review the reimbursement rates annually on or before March 1 of each year.

4. TERM OF AGREEMENT:

A. Effective Date: This Agreement shall become effective on October 1, 2024, the date specified for services in Contract Number 23-1282.

B. Term: This Agreement shall remain in full force and effect from the Effective Date until September 30, 2029, unless terminated in accordance with the provisions herein. This Agreement may be extended by an additional five (5) year term upon the extension of Contract Number 23-1282.

5. MODIFICATIONS TO AGREEMENT: A review of the Agreement terms may be initiated at any time by either Party upon written notice to the other. The parties agree to negotiate in good faith and deal fairly with respect to performance under this Agreement and any proposed modifications. This Agreement may be modified only in writing and with the approval of both the CITY and CONFIRE through each entity's governing body.

6. EMPLOYEE STATUS/WORKERS' COMPENSATION: It is expressly understood that in the performance of the Services herein provided for, Redlands Fire shall be, and is, an independent contractor and is not an agent or employee of CONFIRE. The CITY has and shall retain the right to exercise full control and supervision of the Services and full control over the employment, direction, assignment, compensation, and discharge of all persons employed by Redlands Fire and assisting in the performance of Services hereunder. The CITY shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, workers' compensation, withholding, and all regulations governing such matters.

7. INDEMNIFICATION:

A. The CITY agrees to indemnify, defend (with counsel reasonably approved by CONFIRE) and hold harmless CONFIRE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the performance of this Agreement by the CITY, and/or its officers, employees, agents, contractors or volunteers, including the acts, errors, or omissions of the CITY and for any costs or expenses incurred by CONFIRE on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The CITY's indemnification obligation shall not apply to CONFIRE's negligence or "willful" misconduct within the meaning of Civil Code Section 2782.

B. The CITY agrees to indemnify, defend (with counsel reasonably approved by Priority) and hold harmless Priority and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the performance of the services set forth in this First Addendum by the CITY, and/or its officers, employees, agents, contractors or volunteers, including the acts, errors, or omissions of the CITY and for any costs or expenses incurred by Priority on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The CITY's indemnification obligation shall not apply to Priority's negligence or "willful" misconduct within the meaning of Civil Code Section 2782.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

The CITY is an authorized public entity for the purpose of General Liability, Automobile Liability, Worker's Compensation, Errors and Omissions, and Professional Liability policies. The CITY warrants that either through maintaining in force insurance policies, or through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities and which may arise from or in connection with the performance of the work hereunder by the CITY, its agents, representatives, or employees as set forth below

A. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if City has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $3,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions) Insurance appropriates to the City's profession, with limit no less than $3,000,000 per occurrence or claim, $3,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, City must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the CONFIRE for review.

If the CITY maintains broader coverage and/or higher limits than the minimums shown above, then CONFIRE requires and shall be entitled to the broader coverage and/or higher limits maintained by the CITY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CONFIRE.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The CONFIRE, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CITY including materials, parts, or equipment furnished in connection with such work or operations.

2. General liability coverage can be provided in the form of an endorsement to the CITY's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, CG 20 39 (not allowed from subcontractors), or CG 20 40.

C. Primary Coverage

For any claims related to this contract, the City's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CONFIRE, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CONFIRE, its officers, officials, employees, or volunteers shall be excess of the City's insurance and shall not contribute with it.

D. Notice of Cancellation

The City shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, the Cit shall forthwith obtain and submit proof of substitute insurance.

E. Waiver of Subrogation

The City hereby grants to CONFIRE a waiver of any right to subrogation which any insurer of said City may acquire against the CONFIRE by virtue of the payment of any loss under such insurance. The City agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CONFIRE has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CONFIRE for all work performed by the Contractor, its employees, agents and subcontractors.

F. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the CONFIRE. The CONFIRE may require the City to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CONFIRE.

G. Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CONFIRE.

H. Verification of Coverage

The City shall furnish the CONFIRE with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CONFIRE before work begins. However, failure to obtain the

required documents prior to the work beginning shall not waive the City's obligation to provide them. The CONFIRE reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

I. Subcontractors

The City shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that CONFIRE is an additional insured on insurance required from subcontractors.

J. Special Risks or Circumstances

CONFIRE reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. CITY OF REDLANDS RECORDS:

The Redlands Fire Department shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for Agreement performance as set forth in Contract Number 23-1282.

All records shall be complete and current and comply with all Agreement requirements. Such records include but are not limited to patient care reports. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Agreement.

All records relating to Redlands Fire personnel, consultants, subcontractors, Services/Scope of Work, and expenses pertaining to this Agreement shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles, and other standards for accountancy.

CONFIRE, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Redlands Fire in the delivery of Services provided under this Contract. The City shall cooperate fully in any auditing or monitoring conducted. City shall cooperate with CONFIRE in implementing, monitoring, and evaluating this Contract and comply with any and all reporting requirements established by CONFIRE. City shall not disclose any protected health information or any other record or information protected by state and/or federal law to CONFIRE, State, and Federal government under this section of the Agreement.

All records pertaining to Services delivered and all fiscal, statistical, and management books and records shall be available for examination and audit by CONFIRE representatives for a period of three years after final payment under this Contract or until all pending CONFIRE, State, and Federal audits are completed, whichever is later.

10. WAIVER: No waiver of a breach of any provision of this Agreement will constitute a waiver of any other breach or of such provision. Failure of either Party to enforce at any time, or from time to time, any provision of this agreement will not be construed as a waiver thereof. The remedies herein reserved will be cumulative and additional to any other remedies in law or equity.

11. PARTIAL INVALIDITY: Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or the State of California or otherwise be

unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

12. NOTICES: All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice or may be served by certified mail, return receipt requested, to the following addresses:

Redlands	**Consolidated Fire Agencies**
Fire Department	**Joint Powers Authority**
Attn: Rich Sessler	Attn: Nathan Cooke
35 Cajon St Suite 12	1743 Miro Way
Redlands, CA 92373	Rialto, CA 92376

13. APPLICABLE LAW: At all times during the term of this Agreement, CONFIRE and the City shall comply with all applicable laws, ordinances, rules, and regulations of the United States of America, the State of California, including all agencies and subdivisions thereof, and the Inland Counties Emergency Medical Agency.

14. VENUE: The venue of any action or claim brought by any party to the Agreement will be the Superior Court of San Bernardino County. Each party hereby waives any law or rule of the court that would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

15. ATTORNEYS' FEES AND COSTS: If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who the prevailing party is. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

16. CONTRACT ASSIGNABILITY: Without the prior written consent of CONFIRE, the City may not assign or subcontract its obligations under this Agreement either in whole or in part.

17. CONFIDENTIALITY:
Pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") Act, regulations have been promulgated governing the privacy of individually identifiable health information. CITY acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. CITY agrees to comply fully with the terms of HIPAA and HITECH and the regulations promulgated thereunder and to ensure any subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. CITY further agrees to comply with the requirements of all other applicable federal and state laws/regulations that pertain to the protection of health information.

18. RELEASE OF INFORMATION: No news releases, advertisements, public announcements, or photographs arising out of the Agreement or CITY's relationship with CONFIRE may be made or used without prior written approval of CONFIRE.

19. TIME OF THE ESSENCE: Time is of the essence in the performance of this Agreement and of each of its provisions.

20. CORRECTION OF PERFORMANCE DEFICIENCIES:

A. Failure by CITY to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Agreement.

B. In the event of a non-cured breach, CONFIRE may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:

A. Afford CITY thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of CONFIRE; and/or

B. Terminate this Agreement immediately and be relieved of the payment of any consideration to CITY. In the event of such termination, CONFIRE may proceed with the work in any manner deemed proper by CONFIRE. The cost to CONFIRE shall be deducted from any sum due to CITY under this Agreement, and the balance, if any, shall be paid by CITY upon demand.

21. LEGALITY AND SEVERABILITY: The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders, and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall remain in full effect.

22. EMPLOYMENT DISCRIMINATION: During the term of the Contract, CITY shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. CITY shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

23. DEBARMENT AND SUSPENSION: CITY certifies that neither it nor its principals or employees are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website: https://www.sam.gov). CITY further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

24. ENTIRE AGREEMENT: This Agreement, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations, or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be 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 Agreement (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 Agreement upon request.

25. MISCELLANEOUS: CITY shall ensure all personnel providing Services under this Agreement have all required licenses and certifications required by the State of California and the Inland Counties Emergency Medical Agency, and as specifically set forth in Contract Number 23-1282.

26. DISPUTES: In the event of a dispute, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith.

IN WITNESS WHEREOF, CITY OF REDLANDS, and CONFIRE have caused this Agreement to be executed by their authorized agents.

CONSOLIDATED FIRE AGENCIES

Date: _____, 2024

By: _____

Print Name: Nathan Cooke

Its: Interim Director

CITY OF REDLANDS

Date: September 17, 2024

By: _____

Print Name: Eddie Tejeda

Its: Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

Attachment 1
Agreement for Transport Services

ATTACHMENT 1

ATTACHMENT 1

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number 23-1282

SAP Number

County Administrative Office

Department Contract Representative	Daniel Munoz
Telephone Number	(909) 388-5807
Contractor	Consolidated Fire Agencies (CONFIRE)
Contractor Representative	Nathan Cooke
Telephone Number	(909) 356-2377
Contract Term	October 1, 2024 through September 30, 2029
Original Contract Amount	Not applicable
Amendment Amount	
Total Contract Amount	Not applicable
Cost Center	

Briefly describe the general nature of the contract: *Contract to provide ground ambulance services, including Advanced Life Support, Basic Life Support, Critical Care Transport, and Interfacility Transport services to 11 designated Exclusive Operating Areas (EOAs). This includes EOAs: 1, 2, 3, 4, 5b, 6, 7, 8, 9, 11, 12a, also known as the Comprehensive Service area.*

Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County

Consolidated Fire Agencies (CONFIRE)
and
San Bernardino County

December 2023

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Agreement with CONFIRE For Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County

This Agreement ("Agreement"), entered into this _____day of, 2023, by and between SAN BERNARDINO COUNTY, a political subdivision of the State of California, hereinafter called "County" and CONFIRE, hereinafter called "Contractor".

WITNESSETH:

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to contract for ground ambulance services, interfacility and critical care transport (Services) for designated Exclusive Operating Areas (Comprehensive Service Area) as described in Section 3.1 and as provided for in Section 1797.224 of the California Health and Safety Code; and

WHEREAS, the County has designated the Inland Counties Emergency Medical Agency (ICEMA) as its Local Emergency Medical Services Agency (LEMSA) and has determined that requests for emergency ambulance service shall be met through an integrated system of paramedic equipped and staffed ambulances and paramedic equipped and staffed first response vehicles; and

WHEREAS, Division 2.5 of the Health and Safety Code Sections 1797.224 and 1797.85 allows the LEMSA to create Exclusive Operating Areas (EOA) for emergency ambulance service and for advanced life support and contract with an ambulance provider through a competitive process for the provision of such services as more specifically hereinafter set forth; and

WHEREAS, the County conducted a competitive process in accordance with State law and County policy to find a Contractor to provide these services, and

WHEREAS, CONFIRE submitted a proposal in response to a competitive process which included the services of a subcontractor ambulance provider and such subcontractor services are a necessary part of this agreement, and

WHEREAS, a County Proposal Review Committee comprised of experts in healthcare services recommends CONFIRE as a qualified proposer; and

WHEREAS, on June 5, 2023, County issued a Notice of Intent to Negotiate for the Comprehensive Service Area with Contractor based on the Contractor's submitted proposal and after review and analysis of an independent evaluation panel; and

WHEREAS, the County finds Contractor qualified to provide ground ambulance services, interfacility and critical care transport services; and

WHEREAS Title 22 of the California Code of Regulations, at Section 100168 of Division 9, Chapter 4, Article 7, requires a written agreement for services; and

WHEREAS, County and Contractor wish to enter into this performance-based Agreement for the Contractor's provision of services; and

WHEREAS, Contractor will be responsible for the performance of its obligations according to the provisions of this Agreement and a subcontractor will not relieve Contractor of its responsibilities and obligations, and

WHEREAS, Contractor's subcontract with its ambulance subcontractor shall be subject to all terms and provisions of this Agreement, and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the above Recitals are hereby incorporated herein, and County and Contractor mutually agree to the following terms and conditions:

SECTION I - ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 AGREEMENT ADMINISTRATION

The Inland Counties Emergency Medical Agency (ICEMA) shall represent the County in all matters pertaining to this Agreement and shall serve as the Agreement Administrator on behalf of the County. The Executive Officer, EMS ICEMA Administrator or designee may:

A. Audit and inspect the Contractor's operational, finance, patient care, and personnel records.

B. Monitor the Contractor's EMS service delivery and performance for compliance with standard of care as defined through law, regulation, ordinance, agreement, and EMS Agency policies and procedures; and

C. Provide technical guidance and/or direction, as ICEMA deems appropriate; and

D. Contractor and any subcontractors do, by this Agreement, agree to perform their said work and functions at all times in strict accordance with currently approved methods and practices in their field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County concerned.

1.2 AGREEMENT TERM

Prior to or immediately following award and selection of Contractor's proposal by the San Bernardino County Board of Supervisors, Contractor shall have in place an executed subcontract for emergency ambulance services. This Agreement shall be effective upon the subcontract meeting the subcontracting requirements expressed in the County RFP, and approval and execution of this Agreement by Contractor and the County. This Agreement will be effective for five years.

A. Services shall commence on April 1, 2024, at 00:01 AM, Pacific Time and its initial term shall end at 23:59:59 hours, Pacific Standard Time on March 31, 2029, unless modified as set forth below.
B. In the event that the County is not able to approve this agreement by September 30, 2023, the commencement date for services shall be postponed for six months until October 1, 2024 and Contractor will cooperate in good faith with transitioning from the existing provider who will continue to provide services during the transition period. If the commencement date is postponed, the term shall end five years thereafter.

1.3 CREATION OF THE AGREEMENT

This Agreement and its Exhibits shall control the relationship between parties and act as the primary document and has been created from the Request for Proposal (RFP) #: ICEMA23-ICEMA-4811 dated December 20, 2022, and all addenda thereto and the Contractor's proposal in response to that RFP dated April 6, 2023, including supplemental submissions in response to questions by the County. In the event of an ambiguity or conflict between the terms of this Agreement, and the RFP, RFP addenda, or proposal, the terms of this Agreement shall control. In the event of inconsistent, ambiguous or unknown terms any such inconsistency, ambiguity or missing necessary terms shall be resolved in order of precedence, by referring to the terms, conditions, or statements first in this Agreement and Exhibits, second in the attached RFP (including the County standard terms in the RFP Contract Template) and its addenda, and third in the proposal.

1.4 CONDITIONS FOR EXTENSION OF THE AGREEMENT

ICEMA may recommend to the Board of Supervisors an extension of this Agreement for a second five-year term which shall end at 23:59:59 hours Pacific Standard Time on the date immediately preceding the fifth anniversary of the commencement date. County and Contractor agree that Contractor's performance in meeting and/or exceeding the terms and conditions of the Agreement shall be the primary determining factor considered for an Agreement extension. Any Agreement extension shall be mutually agreed to by the parties and set forth in a signed written agreement.

A. As outlined in Section 12.3 of this agreement, the County's Emergency Medical Care Committee (EMCC) shall annually submit to ICEMA Administrator its observations and recommendations following its review of the Contractor's annual performance in each of the following categories:

   (1) Overall compliance with the terms and conditions this Agreement.

   (2) Compliance with response time Standards.

   (3) Compliance to Clinical Performance Measures.

   (4) Effectiveness of quality management program in assuring the consistent delivery of high-quality clinical care.

   (5) Financial stability.

   (6) Cooperation of Contractor's personnel in collaborating with ICEMA and system stakeholders to deliver efficient, effective and compassionate prehospital care to the residents and visitors of the County.

   (7) Customer satisfaction.

   (8) Community engagement, including education and prevention activities.

B. ICEMA shall review the observations and recommendations of the EMCC and at the County's sole discretion, the ICEMA Administrator shall inform the Contractor in writing not later than one year prior to the expiration of this Agreement of the approval or denial of the 5-year term extension. Once an extension offer is provided to Contractor, Contractor has no more than 30 calendar days to reply in writing with the acceptance or denial of the contract extension offer.

1.5 INDEPENDENT CONTRACTOR

As expressed in Section 12.20, Contractor shall perform this Agreement as an independent Contractor. Contractor and the officers, agents, and employees of Contractor are not, and shall not be deemed, County employees for any purpose, including workers' compensation and employee benefits. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which duties imposed on Contractor by this Agreement shall be performed; provided, however, that County may monitor the work performed by Contractor.

1.6 ASSIGNMENTS OR SUBCONTRACTING

A. Contractor will be responsible for the performance of its obligations according to the provisions of this Agreement and a subcontract will not relieve Contractor of its responsibilities and obligations.

Contractor's subcontract with an ambulance subcontractor, is a necessary requirement of this agreement and shall be subject to all terms and provisions including the qualifications in this Agreement and any subsequent Agreements. Nothing contained in the Agreement or otherwise, creates any contractual relationship between County and an ambulance subcontractor. Contractor agrees to be fully responsible to County for acts and omissions of its ambulance subcontractor.

B. Contractor's Ambulance Subcontractor
   (1) The Parties acknowledge and agree that:
      i. Contractor has entered into a written subcontract with a private ambulance service to perform services under, and obligations required by, this Agreement, in such subcontract is a necessary requirement for the performance of this agreement.
      ii. Contractor's private ambulance service subcontractor is an independent contractor of the Contractor.
      iii. References to "Contractor" may refer to Contractor, its private ambulance service subcontractor, or both Contractor *and* its private ambulance service subcontractor, as applicable.
      iv. Nothing in this Agreement shall be construed to create a "joint employer" relationship between County, Contractor, or the private ambulance service subcontractor and their respective employees.
      v. Contractor must provide a copy of such subcontract and any such amendments to the County.
      vi. Contractor shall not terminate the agreement or services of subcontractor without the County's written consent, in the County's sole discretion.

C. Contractor may subcontract ancillary services, such as billing; professional, legal, and advisory services; and fleet maintenance.

1.7 SPECIFIC PERFORMANCE

It is agreed that Contractor, including the agents, employees, and authorized subcontractors of Contractor, shall be the sole providers of the services required by this Agreement. Because the services to be performed by Contractor and subcontractor under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, County, in addition to any other rights or remedies which County may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by Contractor.

SECTION II - NOTICES

2.1 AGREEMENT COMMUNICATION

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

D. Overnight Delivery: When delivered by overnight delivery (Federal Express /United Parcel Service/OHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

E. Electronic mail (email) transmission: When sent by email to the recipient known to the party giving notice, notice is effective on receipt, provided that: (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery; or (2) the receiving party provides an email response confirmation of receipt. Any notice given by email after 5:00 p.m. (recipient's time) or a non-business day, shall be deemed received on the next business day.

F. Facsimile (fax): When sent by fax to the recipient known to the party giving notice, notice is effective on receipt, provided that: (1) a duplicate copy of the notice is promptly sent by first-class, certified mail, or by overnight delivery; or (2) the receiving party emails a confirmation of receipt. Any notice given by fax after 5:00 p.m. (recipient's time) or on a non-business day, shall be deemed received on the next business day.

Addresses for purpose of giving notice are as follows:

To County:
Inland Counties Emergency Medical Agency
EMS Administrator
1425 South D Street
San Bernardino, CA 92415
Phone: (909) 388-5830
Fax: (909) 388-5850
Email: Daniel.munoz@cao.sbcounty.gov

To Contractor:
CONFIRE
1743 Miro Way
Rialto, CA 92376
Phone: (909) 356-2377
Fax: (909) 356-3809
Email: ncooke@confire.org

With any substantive changes to terms of the agreement a copy to:

Lindsay K. Moore
Attorney at Law
lmoore@kblegal.us
Kingsley Borad LLP
600 Coolidge Drive, Suite 160
Folsom, CA 95630
(916) 932-2500

E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

2.2 CHANGE OF CONTACT INFORMATION

Any party may change its address, fax number, or email address by giving the other party notice of the change in any manner permitted by this Agreement.

SECTION III - ROLES AND RESPONSIBILITIES

3.1 SERVICES TO BE PERFORMED BY CONTRACTOR

A. Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for a Comprehensive Service Area EOA in San Bernardino County

(1) As provided for in Section 1797.224 of the California Health and Safety Code and under the general direction of the Inland Counties Emergency Medical Agency (ICEMA), CONTRACTOR shall provide ground ambulance transportation services, interfacility transport services and critical care transport services for the following Exclusive Operating Areas (EOA) within San Bernardino County defined as the Comprehensive Service Area; EOA 1, EOA 2, EOA 3, EOA 4, EOA 5b, EOA 6, EOA 7, EOA 8, EOA 9, EOA 11 and EOA 12a.

(2) Contractor is hereby granted the right to be the exclusive provider of emergency and non-emergency ambulance requests originating in the Comprehensive Service Area including:

- All ALS and BLS 911 requests for ambulance service.
- Requests for emergency ambulance service made directly to CONTRACTOR without going through the authorized dispatch center including a seven-digit phone number.
- Ambulance transport to an emergency department from the scene of an emergency,
- Ambulance transports to an emergency department originating from a skilled nursing facility, physician's office, medical clinic, residential care facility, or other medical facilities.
- Potential non-transport response with treatment and referral.
- Potential transport to an alternative destination.
- All ALS, BLS, IFT and CCT requests directed to Contractor.
- Requests for mutual aid by the ICEMA designated EMD Center.
- Requests for ambulance stand-by services such as working fires, hazardous materials incidents, hostage/Special Weapons and Tactics (SWAT) events, including disaster drills or other requests by ICEMA.

(3) Contractor and/or subcontractor shall enter into a written agreement with the ICEMA designated EMD Center for EMD dispatching services. ICEMA shall have the right to review and approve the terms of the agreement to ensure consistency with the objectives of this Agreement.

(4) ICEMA has authorized CONFIRE as a designated EMD dispatch center. Contractor agrees to provide all required emergency, non-emergency, IFT and standby ambulance dispatch, Emergency Medical Dispatch (EMD), System Status management (SMS), including all necessary technology and radio needs to perform these functions for the duration of this Agreement in accordance with California Senate Bill 438 (2019, Government Codes 53110 and 53100.5) and Sections 1797.223 and

1798.8 to the Health and Safety Code and ICEMA Policy 4100.

(5) Contractor shall perform the following services to the satisfaction of ICEMA:

a. Contractor and/or subcontractor shall respond, upon notification from the ICEMA designated Emergency Medical Dispatch (EMD) Center, 24 hours a day, 365 days a year with an appropriately staffed and equipped ALS, BLS or IFT/CCT ambulance. The Contractor's response shall be in a manner consistent with the specific requirements of the request. Such requirements shall vary depending upon whether the request for ambulance service is in response to a 911 medical emergency, non-emergency, or the need to post an ambulance to provide optimum coverage to the Comprehensive Service Area or an adjacent area.

b. Ambulance response times must meet the response-time standards set forth herein, and every ambulance unit must be at the appropriate staffing and equipment level as determined following ICEMA Medical Priority Dispatch System (MPDS) Policy 4100, as may be amended from time to time.

c. Clinical performance must be consistent with ICEMA's policies and approved medical standards. Medical care must meet the Clinical Performance Measures established jointly following contract award. Services and care delivered must be evaluated by the Contractor's internal quality improvement program as approved by ICEMA and incorporated into the County's EMS system quality improvement program to improve and maintain effective clinical performance. The Contractor must make a persistent effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

d. This Agreement requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The holder of an exclusive contract that fails to perform to the standards required may be found to be in breach of their contract and promptly replaced to protect the public health and safety of San Bernardino County visitors and residents.

e. Contractor shall ensure that relevant and frequent educational courses are offered to assist field personnel in maintaining certification/licensure as required by this Agreement, and as defined in California Code of Regulations, Title 22, Division 9, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the quality improvement system.

f. Contractor shall develop and maintain a comprehensive and relevant quality improvement plan and system that compliments and interfaces with the ICEMA quality improvement system. This plan shall be submitted prior to the commencement of service and shall be submitted annually, no later than December 31 of each calendar year.

g. Contractor shall collaborate with system stakeholders in pilot or research programs as requested by the ICEMA Medical Director and authorized by the ICEMA Administrator. ICEMA must approve all pilot or research programs. Contractor agrees that its participation in pilot or research programs shall entail no cost to the County. Contractor further agrees that services provided under pilot or research

programs shall be in addition to the services described herein. If a pilot or research program would have a financial impact on Contractor, ICEMA agrees to meet and confer with Contractor over that impact including implementation and ongoing cost mitigation.

3.2 MEDICAL CONTROL

A. Medical Control Authority

Contractor acknowledges that ICEMA's Medical Director has the authority to develop overall plans, policies, and medical standards to assure that effective levels of Ambulance and prehospital EMS care are maintained within the county and that the Medical Director has the authority for establishing the required drug inventories and Medical Protocols and that Contractor, its employees, and all personnel providing services under sub-contract(s) or agreements are subject to said plan, policies, standards and protocols.

B. Adherence to Medical Control Standards

ICEMA has an established system of medical control through the ICEMA Medical Director of the EMS System. Contractor shall adhere to the standards of medical control established by ICEMA.

C. Compliance with Laws and Policies

Contractor shall comply with ICEMA's EMS Policies and Protocol Manual and other directives, e.g., special memos, which may be issued under ICEMA Medical Director's authority.

3.3 LEVEL MANDATE

Contractor is mandated to and shall respond to all requests for services using an Advanced Life Support (ALS) Ambulance, except where Basic Life Support (BLS) ambulances may be used as set forth in the Agreement and in accordance with EMD requirements once authorized by ICEMA.

A. ALS Ambulances must be staffed with at least one (1) ICEMA accredited paramedic and the second crew member may be another accredited paramedic or a California state certified EMT.

B. BLS ambulances must be staffed with two (2) California state certified EMTs. All responses by a BLS ambulance will conform to ICEMA Policy 4100.

C. Notwithstanding any other provision of this Agreement, because this Agreement requires the Contractor to respond at the ALS or BLS level to all emergency calls, Contractor shall bill rates in accordance with applicable laws and this Agreement.

3.4 STAND-BY SERVICES

A. Contractor shall provide, at no charge to County or the requesting agency, ambulance and/or Field Supervisor stand-by services at the scene of an emergency incident within the Comprehensive Service Area where there may be an imminent life threat when directed by the ICEMA designated EMD Center or upon request of a public safety agency Incident Commander.

B. A unit placed on stand-by shall be dedicated to that incident unless released by the Incident Commander or the ICEMA designated EMD Center.

C. Contractor shall notify the ICEMA Duty Officer of stand-by periods exceeding two (2) hours.

D. Contractor may enter into a separate contract with a sponsor for the provision of an ambulance standby at a special event. If the Contractor enters into a contract for standby special event, they must not utilize a 911 system ambulance.

3.5 MUTUAL AID

A. Contractor must respond to requests for mutual aid made at the Regional, State, or Federal levels as part of the Regional, State and/or Federal response system, if directed to do so by the ICEMA Administrator, the ICEMA EMS Duty Officer, or the San Bernardino County Medical Health Operational Area Coordinator (MHOAC) unless the request would fundamentally cause immediate failure of service to the Comprehensive Service Area EOA. Any mutual aid refusal must be in consultation with the ICEMA Administrator or their designee.

B. Contractor shall respond to in-county or neighboring jurisdiction mutual aid which may be requested through the ICEMA designated EMD Center or the ICEMA Administrator or their designee, unless the Field Supervisor or the ICEMA designated EMD Center can verify that a given request would cause immediate failure of service to the Comprehensive Service Area. Any mutual aid refusal must be in consultation with the ICEMA Administrator or designee:

(1) The number and nature of mutual aid responses to any neighboring jurisdiction; and,

(2) The number and nature of mutual aid responses made by other agencies to calls originating within the Contractor's Comprehensive Service Area EOA.

(3) Contractor shall not be held accountable for Emergency response time compliance for any mutual aid assignment originating outside the Comprehensive Service Area and these calls will not be counted in the total number of calls used to determine response time compliance.

3.6 DISASTER PREPAREDNESS AND RESPONSE

A. Multi-Hazard Disaster and Multi-Casualty Plans

(1) The Contractor shall have a robust internal multi-hazard disaster plan which includes, but is not limited to, triggers for activation, notifications, communications, staffing, vehicles, equipment, and EMS surge supplies needed for at least five (5) days.

(2) The Contractor shall participate with ICEMA in disaster planning activities and participate in the Healthcare Preparedness Planning Partnership and other disaster committees as requested by ICEMA. This includes assigning a disaster coordinator who shall have responsibility for multi/mass-casualty and disaster planning and providing field personnel and transport resources for participation in any ICEMA approved disaster drill in which the disaster plan/multi-casualty incident plan is exercised.

(3) Contractor agrees to coordinate with public health, the Office of Emergency Services, ICEMA and first responders to plan and exercise for mass testing, vaccination, public responses, prophylaxis and PPE distribution.

(4) Contractor shall ensure all EMS personnel, supervisory personnel, and management personnel are trained in Incident Command System (ICS), Standardized Emergency

Management System (SEMS), and National Incident Management System (NIMS). Current training standards include:

a. Non-supervisory field personnel: ICS-100, ICS-200, IS-700, IS-800, and SEMS,

b. Supervisory field personnel: ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS,

c. Management personnel and personnel who may be assigned to a department or Operational Area Emergency Operations Center: ICS-100, ICS-200, ICS-300, ICS-400, IS-700, IS-800, and SEMS.

(5) The Contractor will ensure EMS personnel responding to a Mass Casualty Incident (MCI), disaster, or other large-scale emergencies are fully trained in the EMS system.

(6) Contractor shall designate management personnel who have primary responsibility and accountability for preparedness and disaster operations and access to local resources.

(7) The Contractor will participate in the Ambulance Strike Team (AST) program and must ensure that AST responders and AST unit leaders have been appropriately trained and approved by ICEMA.

(8) The Contractor shall have field and supervisory personnel familiar with and trained in, the California Tactical Casualty Care Training Guidelines to respond as a medical support service provider to law enforcement incidents and provide field tactical medical care to casualties, as necessary.

B. Disaster Reimbursement

ICEMA will make reasonable efforts to support the Contractor in obtaining reimbursement for disaster response efforts both within and outside of the County when such funds are available. The Contractor will ensure all documentation meets the Federal Emergency Management Agency (FEMA) eligibility and/or other federal funding standards, policies, and guidelines.

C. Emergency Operations Plan

Contractor shall be prepared to fulfill its role in the County's Emergency Operations Plan and MCI plans and provide a written local multi-hazard disaster plan to the ICEMA Administrator before the later of (1) April 1, 2024 or (2) the commencement of the contract term, if it is a date other than April 1, 2024. The plan should include triggers for activation, notifications, communications, staffing, vehicles, equipment, hospital and healthcare facility evacuations. The plan also shall identify EMS surge supplies needed for a minimum of 72 hours.

D. Continuity of Operations

Contractor shall submit a Continuity of Operations Plan (COOP) to the ICEMA Administrator for approval, by the later of (1) April 1, 2024 or (2) the commencement of the contract term, if it is a date other than April 1, 2024. The COOP will comprehensively describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.

E. Incident Notification

Contractor shall have a mechanism in place to communicate current field information to appropriate ICEMA staff during multi-casualty, disaster response, hazardous materials incidents, and other unusual occurrences as specified and approved by the ICEMA Administrator.

F. Emergency Recall of Workforce

Contractor shall have the ability to efficiently and effectively recall personnel to increase ambulance deployment to meet demand for service within the Comprehensive Service Area.

G. Personal Protective Equipment

Contractor shall provide Personal Protective Equipment (PPE) for all field personnel, consistent with the standards of Emergency Medical Services Authority (EMSA) Guideline 216: Minimum PPE for Ambulance Personnel in California, as well as all other applicable State and Federal requirements.

H. Disaster Response Vehicle

(1) Contractor shall contract with the California Emergency Medical Services Authority (EMSA), to house, maintain, manage, and staff the EMSA state-issued Disaster Medical Support Unit (DMSU). This includes deploying the DMSU when requested by the ICEMA Administrator, or the Medical Health Operational Area Coordinator (MHOAC), via the MHOAC/Regional Disaster Medical Health Specialist (RDMHS) mutual assistance system. This vehicle shall not be used in routine, day-to-day operations, and shall be fully stocked at all times and kept in good working order.

a. The DMSU shall be available for emergency response to a disaster site or designated location. This vehicle may be used to carry EMS personnel and equipment to a disaster site.

b. Contractor shall be required to participate in any ICEMA approved disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.

3.7 AIR AMBULANCE SERVICE

County does not expect Contractor to provide air ambulance services and reserves the right to enter into separate transport agreements with air ambulance providers.

3.8 RESPONSE AND TRANSPORT EXCEPTIONS AND LIMITATIONS

A. Response

(1) As outlined in this Agreement, Contractor has an obligation to respond to all emergency medical requests in the Comprehensive Service Area and provide at scene care and ambulance transport in accordance with ICEMA policy except for Mutual Aid requests.

(2) Pursuant to the California Health and Safety Code, including Sections 1798.6 (a) and 1797.220, ICEMA delegates to Contractor's first arriving ALS response unit the authority and responsibility to function as the authority for patient health care management at the scene of the emergency, unless an ALS fire agency provider with jurisdiction for that area is on scene.

(3) Contractor is authorized to use the following alternative modes to provide improved ALS access at the scene of an emergency in accordance with ICEMA approval: "Rapid Resource Vehicles" (RRV), bicycle paramedic, water rescue boat, and off-road vehicles to support improved ALS access in remote areas, special events, and challenging response areas.

B. Transport

(1) Contractor shall be required to transport patients from all areas of the Comprehensive Service Area EOA, in accordance with ICEMA Policies and Procedures.

(2) Contractor personnel are prohibited from influencing a patient's destination selection other than as outlined in ICEMA Policies and procedures.

SECTION IV - DEPLOYMENT

4.1 AMBULANCE DEPLOYMENT REQUIREMENTS

A. Requirements

(1) Contractor's response time obligations are performance-based. Contractor has identified an initial minimum of 10,371 weekly Unit Hours, which averages 1,482 unit hours per day, and a deployment of 93 peak ambulances including ALS, BLS, IFT and CCT and a low of 30 ambulances for all 911 emergency, interfacility and CCT responses. Contractor shall commit and be responsible for deploying the initial minimum and increase if necessary to achieve the response time requirements for ambulance service requests within the Comprehensive Service Area. Contractor shall deploy ambulance resources in a manner consistent with the requirement of the Agreement.

(2) The initial deployment plan Unit Hours shall not be decreased for the first twelve months of operations.

(3) Ambulance System Status Plans (SSP) must be reviewed by ICEMA annually.
The plan will describe:

a. Proposed locations of ambulances and numbers of vehicles to be deployed including Unit Hours deployed during each hour of the day and day of the week including seasonal variations.

b. Mechanisms to meet the demand for ambulance response during peak periods or unexpected periods of unusually high call volume and other surge events, including disasters, large fires, a pandemic or high flu season.

c. Use of On-Call crews.

d. Include a process that identifies how additional ambulance unit hours will be added by the Contractor if the on-time response time performance standards are not met.

e. Include a map identifying post locations within the Eastern, Western and High Desert 911 Divisions and a map for the Interfacility Operations.

f. Include a response and surge coverage plan that includes provisions for equal protection for all EOAs within the Comprehensive Service Area.

SECTION V - OPERATIONS

5.1 EMERGENCY RESPONSE ZONES AND RESPONSE TIME MANAGEMENT

The goal of the Inland Counties Emergency Medical Agency (ICEMA) is to ensure a high-performing Emergency Medical Services (EMS) system. The Contractor must commit to employ whatever effort is necessary to achieve the response time requirements for ambulance service requests within the Comprehensive Service Area. It is the Contractor's sole responsibility to be familiar with the geographic and weather considerations and throughout the Comprehensive Service Area identified in this Agreement.

Contractor will be held accountable from the time Contractor's dispatch center receives all necessary information in order to respond, e.g. address and patient condition, until the time the dispatch center is notified by radio or other reliable method that the emergency ground ambulance arrives (wheels stopped) at the address site or at a designated or assigned staging area.

Ambulance response time standards are designed to provide the appropriate pre-hospital clinical care in a time frame that is appropriate to the patient's situation. There are eleven (11) Exclusive Operating Areas (EOAs) in the Comprehensive Service Area, and response times are based on response priority, population density and historical call volume. The Contractor will be required to meet all response times at the 90th percentile in each of the eleven (11) EOAs. Each incident's expected response time will be based on call priority (Code 2 or 3) and response area (urban, suburban, rural, wilderness). ICEMA will require the Contractor to implement a performance improvement plan that includes a root cause analysis for any EOA or response area falling below 90%. All attempts to comply with response time requirements, including system status plan adjustments or increased ambulance unit hours, must be part of a corrective action plan.

Response time compliance will be measured monthly.

A. 911 Response Time Standards

(1) Response times are based on call prioritization as determined by the ICEMA Medical Director and population density as defined by ICEMA.

Code 3 Responses - Immediate dispatch of an Advanced Life Support (ALS) ambulance with lights and siren.

Code 2 Responses - Immediate dispatch of an Advanced Life Support (ALS) or Basic Life Support (BLS) ambulance, with no lights and siren.

a. The Contractor must meet response times for all 911 ambulance requests at the 90th percentile in each of the eleven (11) EOAs, for response time expectations based on call priority and response area (Urban, Suburban, Rural and Wilderness) as illustrated in the chart below.

Response Priority	Urban	Suburban	Rural	Wilderness
Code 3 ALS	9:59	14:59	29:59	59:59
Code 2 ALS/BLS	15:59	22:59	44:59	99:59

(2) Extended Response Time: A response time more than ten (10) minutes over the applicable response time described above shall be considered an Extended Response. ICEMA will require the Contractor to audit all Extended Responses to identify the root cause and review the patient's ePCR to determine if any negative outcome may be attributed to the Extended Response. Extended Responses shall be reported to ICEMA along with any planned corrective action.

5.2 INTERFACILITY TRANSPORT (IFT) AND CRITICAL CARE TRANSPORT (CCT) Response Time Standards

A. IFT and CCT are measured separately at the 90th percentile standard. Emergency ALS IFT are counted as a 911 ALS call within in the ordinating EOA. IFT and CCT will be counted in their own category for compliance regardless of EOA.

Response Term	Compliance Standard
Emergency ALS IFT	09:59 minutes
Non- Emergency Pre-Scheduled IFT > 2 hours	+/- 15 minutes of scheduled time
CCT	59:59 minutes

B. Response Time Management

(1) The FirstWatch On-line Compliance Utility (OCU) is the program ICEMA currently utilizes to monitor its EOA providers. OCU will calculate all Contractor response times. Response times will be measured in minutes and integer (whole) seconds, and compliance will be calculated on a fractile basis.

(2) ICEMA will calculate response time compliance for each EOA and each response area (urban, suburban, rural and wilderness) and each response level (Code 3 and Code 2). ICEMA will publish a compliance report within ten (10) business days following the first of each month.

(3) Each incident is a separate response.

(4) The Response Time of the Contractor's first arriving ambulance will be used to compute the Contractor's response time for that incident. This includes an ambulance response from an entity requested to provide Mutual Aid for the Contractor.

(5) Compliance will not be calculated until an EOA achieves at least 100 calls at the end of the month. If there are less than 100 calls in an EOA, calls are added to the next month or months until the 100 calls have been reached or exceeded.

(6) Emergency ALS IFTs shall be treated as a 911 ALS emergency call. This emergency IFT is for patients requiring rapid transport to a higher lever specialty care center (Trauma Center, Stroke and ST-Elevation Myocardial Infarction [STEMI] hospital). Emergency ALS IFTs are calculated as part of the total 911 response time compliance category.

(7) Non-emergency IFT is for non-emergency patients transported between facilities. Non-emergency IFTs have a response time of no greater than fifteen (15) minutes after the scheduled time for transport if the transport is scheduled at least two hours

prior. IFT responses will be totaled monthly and calculated to the 90% standard.

(8) CCT is for patients requiring a higher level of care between licensed healthcare facilities. This transport category shall have a response time of fifty-nine minutes and fifty-nine seconds (59:59) from the request time. If a CCT is pre-scheduled as a non-emergency transport, the non-emergency IFT response time requirement will be applied. CCT responses will be totaled monthly and calculated to the 90% standard.

5.3 CALCULATION OF RESPONSE TIME

A. Response time shall begin at the time the following information, at a minimum, is transmitted to the dispatcher:

(1) When the call-taker has entered the call for service (after verifying the address and entering a call determinant).

(2) If no ambulance is available when the dispatcher is ready to dispatch an ambulance, the ambulance response time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance is available.

B. Response time shall stop when:

(1) The assigned ambulance notifies dispatch that it is "on-scene," which is defined as fully stopped (wheels not in motion) at the location where it shall be parked during the incident. Or

(2) In the instance of a response to an apartment complex or mobile home park when the unit enters the complex. Or

(3) In the event, "staging" is necessary for personnel safety, at the time the assigned ambulance arrives at the staging area. Or

(4) The time that dispatch notifies the assigned ambulance to cancel its response. In incidents when the assigned ambulance crew fails to report their arrival on-scene, the time of the subsequent radio communication from the crew or other personnel that indicate that the ambulance arrived on-scene shall be used as the on-scene time. The Contractor may also validate on-scene time by the Mobile Data timestamp as documented in Computer Aided Dispatch (CAD) or Automatic Vehicle Location (AVL) playback.

5.4 CALCULATION OF RESPONSE TIME – CHANGES IN CALL PRIORITY

A. Response time calculations to determine compliance with Contract standards and penalties for non- compliance shall be as follows:

(1) Downgrades – If a call is downgraded to a lower priority before the ambulance arrives at the scene, the Contractor's compliance will be calculated based on whether the higher priority response time standard was exceeded at the time of the downgrade.

(2) Upgrades – If a call is upgraded or there is more than one priority change associated with a given incident before the ambulance arrives at the scene, the Contractor shall be deemed compliant, provided the upgrade, or change in priority does not occur after the passage of the lower priority response time threshold.

(3) Reassignment Enroute – If an ambulance is reassigned enroute or turned around before arriving at the scene (e.g., to respond to a higher priority request), compliance and penalties will be calculated based on the response time standard applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an ambulance at the scene from which the ambulance was diverted.

(4) Canceled Calls – If an assignment is canceled before the ambulance arrives at the scene, compliance will be calculated based on the elapsed time from dispatch to when the call was canceled.

5.5 RESPONSE TIME CORRECTION EXCEPTION

A. When the assigned ambulance crew fails to report their arrival at the scene, the time of the subsequent radio communication from the crew or other personnel on-scene indicates to dispatch the ambulance has arrived on-scene shall be used as the arrival time. Alternatively, at scene time may be validated by the CAD timestamp or Global Positioning System (GPS) based on the AVL playback.

B. In some cases, specific responses will be excepted by ICEMA and deemed as compliant responses for response time compliance. These exceptions will be for good cause only, as reasonably determined by ICEMA. The burden of proof that there is good cause for the Exception shall rest with the Contractor.

C. The Contractor shall file a request for each desired response time correction or Exception via OCU following ICEMA policy. Such requests list the date, time, and specific circumstances causing the delayed response. ICEMA will respond to time correction requests utilizing OCU. Examples of Exceptions include but are not limited to:

(1) Automatic Appeals (to be granted by ICEMA):
   a. The call was downgraded at the scene by responders or by the dispatcher following protocol and is response time compliant.
   b. The call was upgraded and is response time compliant.
   c. Response canceled before the unit arrived at the scene; Contractor must provide evidence that the call was canceled within the required response time.

(2) Case-by-Case Appeals (to be considered by ICEMA):
   a. Off-road or off-paved road locations. The on-time performance will be measured from the time of dispatch to when the ambulance arrived at the unpaved road.

5.6 RESPONSE TIME EXEMPTION

A. The Contractor shall maintain the ambulance unit hours as identified in their submitted and approved system status plan. The plan may include deploying additional unit hours for holidays, special events, and weather- related emergencies.

B. Exemptions will only be considered when the Contractor deploys the minimum number of ambulance unit hours specified in the submitted system status plan for the EOA and Response

Zone in which the exemption is requested.

C. In the monthly calculation of response time compliance, every request for ambulance service within the Comprehensive Service Area shall be included except in some cases, late and specified other responses will be excluded from response time compliance calculations. These Exemptions will be for good cause only, as reasonably determined by ICEMA in its sole discretion. The burden of proof that there is good cause for the Exemption shall rest with the Contractor.

D. The Contractor may request that a response be excluded from the calculation of response time if that call meets the criteria defined below. The Contractor shall file a request for each desired response time exemption utilizing the OCU program. ICEMA shall grant or deny exemptions to performance standards and advise the Contractor. ICEMA will respond to Exemption requests using OCU.

E. Examples of Exemptions include, but are not limited to:

(1) Automatic Appeals (to be granted by ICEMA):

a. Additional ambulances responding to the same incident; the first unit must meet response time standard.
b. The responding ambulance is involved in a traffic collision, and the Contractor is determined to be not at fault by law enforcement.

(2) Case-by-Case Appeals (to be considered by ICEMA):

a. Extreme weather conditions that impair visibility or create other unsafe driving conditions.
b. Incorrect address provided by the requesting party.
c. An unavoidable delay caused by road construction.
d. Restricted roadway access
e. Ambulance Patient Offload Delay (APOD) delays greater than sixty (60) minutes in transferring care to a hospital emergency department and ≥ 5% deployed ambulances on APOD impacting System Status Plan for the usual and customary transport destination by the unit requesting exemption. It will be the Contractor's responsibility to adequately document the facts surrounding the occurrence to include at minimum the facility, date, and all clock times (dispatch of the call through time unit available).
f. Activation of Multi-Casualty Incident (MCI) Management Plan and ≥ 5% of the current deployment is requested to the incident.
g. All other exemption requests shall be for good cause only, as determined by ICEMA. Exemptions shall be considered on a case-by-case basis. The burden of proof that there is a good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing excessive response times.

F. Notwithstanding the requirements of this section applicable to Contractor, Contractor shall also comply with ICEMA policies and procedures. An ICEMA policy or procedure, broader in scope than these provisions shall not relieve Contractor of its contractual obligations stated herein. Furthermore, Contractor remains obligated to comply with ICEMA policies and procedures more stringent than stated herein as may now exist or as may be amended from time to time. However, Contractor shall not be in breach of this Agreement if ICEMA, through changes to

policy or procedure, imposes more stringent response time requirements on Contractor than those provided herein.

5.7 RESPONSE TIME REPORTING REQUIREMENTS

A. Response time performance reporting requirements and documentation of incident time shall include, but is not limited to:
   (1) Time call received by Contractor
   (2) Time location verified
   (3) Time ambulance crew assigned
   (4) Time enroute to the scene
   (5) X/Y geographic coordinate of the unit at the start of its response
   (6) Arrival on-scene time
   (7) Arrival at patient's side
   (8) Total at scene time
   (9) Time enroute to transport destination
   (10) Total time to transport to the destination
   (11) Arrival time at the destination
   (12) Time of patient transfer to receiving hospital personnel (transfer of care)
   (13) Time available (Time unit is back in services and available for response)

B. These reporting requirements may change. ICEMA agrees to meet and confer with the Contractor over such changes. If reporting requirements are modified and the Contractor demonstrates an associated financial impact, ICEMA agrees to meet and confer with the Contractor over that impact and cost or revenue mitigation.

C. The Contractor must synchronize all its clocks with Coordinated Universal Time (UTC).

5.8 LIQUIDATED DAMAGES

ICEMA may assess Liquidated Damages on all transport types (ALS, BLS, IFT, and CCT), if a response time percentage falls below the 90% performance requirement in any EOA or response area. In addition, the Contractor will be required to conduct a comprehensive performance improvement process any time performance is below 90%. The Contractor will be required to submit the performance improvement report to ICEMA within fifteen (15) days following the identification of underperformance. ICEMA will review and provide further recommendations as necessary. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.

A. If the Contractor falls below the 90th percentile in any EOA or response area, a Liquidated Damage assessment of $10,000 per EOA/Response area per month will be applied. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.

B. If the Contractor fails to meet minimum response times in an EOA or response area for a second consecutive month without adding the additional unit hours approved, a $50,000 Liquidated Damage assessment will be applied. The Contractor will be required to add additional ambulance unit hours until compliance is achieved.

C. If the Contractor is out of compliance in multiple EOAs or response area more than three times in a year, a $75,000 Liquidated Damage assessment will be applied, in addition to Liquidated Damages noted in item A above. The Contractor will be required to add additional ambulance unit hours as a cure.

D. If the Contractor is not successful in curing underperformance following these measures, the Contractor may be considered in Breach of Contract.

E. The Contractor may be assessed Liquidated Damages if there is a single Extended Response for a Code 2 or Code 3 priority level call, greater than ten minutes (10:00) beyond the maximum response time requirement. The chart below illustrates Liquidated Damages that ICEMA may assess.

Extended Response Times					
Priority Level	**Urban**	**Suburban**	**Rural**	**Wilderness**	**Liquidated Damages**
Code 3	>19:59	> 24:59	> 39:59	>69:59	$500
Code 2	> 25:59	> 32:59	> 54:59	>109:59	$500

F. Example of Extended Response: An Urban response requirement of 9:59 has an at-scene time greater than 19:59 (minutes and seconds). The provider will be assessed and pay liquidated damages of $500.00 for being over ten (10) minutes late on that one (1) response. ICEMA will require the Contractor to audit all Extended Responses for root cause and conduct a quality improvement review to determine if any negative outcome may be attributed to the extended response. Audit requirements include, but are not limited to:

(1) Conduct and participate in a process review study to identify causes and opportunities to reduce the number of Extended Responses.

(2) Conduct 100% review (Clinical and Operations) on Extended Response calls.

5.9 ADDITIONAL LIQUIDATED DAMAGES

Additional Penalty Assessment (per incident)	
A preventable mechanical failure with a patient on board an ambulance (If the vehicle is out of compliance with ICEMA-approved maintenance schedule, exceeds mileage or age limits, or empty fuel tank, etc.)	$500
Failure of the crew to report response times on-scene and the on-scene time is not verifiable by other pre-agreed reliable means such as GPS.	$250

5.10 PAYMENT AND USE OF LIQUIDATED DAMAGE FUNDS

A. Liquidated Damages will be determined by ICEMA based on this section and inform the Contractor of the monthly incidents and penalties. The Contractor shall pay ICEMA all Liquidated Damages within thirty (30) days of receipt of the notification. A 5% late payment charge will be assessed monthly on any payment made after the due date. The Contractor will

pay all penalty assessments to ICEMA.

B. To the extent that the Contractor disagrees with the Liquidated Damages determination made by ICEMA, the Contractor shall provide written notice to ICEMA setting forth the grounds regarding their disagreement within ten (10) business days. Upon receipt of written notice from Contractor, ICEMA shall schedule a time to meet and confer with Contractor regarding Contractor's disagreement. The ICEMA Administrator will make the final decision regarding the grounds for disagreement.

C. Liquidated Damages collected will be utilized for EMS system enhancements and community outreach.

5.11 PHASE-IN PERIOD

For the first three (3) months of the contract, response time requirements shall be calculated; however, Liquidated Damages will not be assessed. The initial deployment plan Unit Hours shall not be decreased for the first twelve months of operations.

5.12 VEHICLES

A. Contractor shall provide and maintain its vehicles, bio-medical equipment, and ambulance equipment to or exceeding the manufacturer's recommendations and standards which shall be updated annually at a minimum. All costs of compliance testing, maintenance, and repairs, including parts, supplies, and inventories of supplies, labor, sub-contracted services, and costs of extended warranties, shall be at the Contractor's expense.

B. Contractor shall continuously provide a sufficient number of ambulances to meet at least 133% of peak system demand.

C. Each of Contractor's vehicles providing services under this Agreement shall be equipped with fully functional driver safety equipment and monitoring technology.

D. ICEMA shall have the right and be granted access to inspect Contractor's vehicles and local facilities at any time without prior notice.

5.13 VEHICLE SPECIFICATIONS

A. Ambulances:

(1) Must be standard Type I, Type II or Type III ambulances.

(2) Must be identically configured for each Type (I, II, or III) ambulances.

(3) At the beginning of this Agreement and throughout the term of this Agreement, Contractor shall maintain at a minimum, four (4) All-Wheel Drive (AWD) Type II or III ambulances for hard-to-reach geography and inclement weather areas.

(4) Contractor shall provide heavy-duty ambulances to accommodate patients with capacity of up to 1,000lbs to services as bariatric ambulances.

(5) All ambulances shall utilize hydraulic gurneys to reduce incidences of spinal load injuries and increase the margin of safety for patients and Emergency Medical Technician

(EMT)/paramedics.

(6) All ambulances shall utilize Automatic Vehicle Locators (AVL), Mobile Data Computers (MDC), and Global Positioning System (GPS) mapping technology.

(7) The Contractor is responsible for all costs associated with the purchase and monthly operations of the AVL system.

(8) Contractor vehicles must meet or exceed Federal and State standards at the time of the vehicles' original manufacture, except where such standards conflict, in which case the State standards shall prevail.

(9) Every ambulance will be fully stocked at all times and meet or exceed the equipment standards set by ICEMA.

(10) Ambulances shall be limited to a maximum mileage of 300,000 miles, provided, however, if during the term of the Agreement, Contractor (including its subcontractor) encounters difficulty complying with this mileage requirement due to manufacturer delays, shortages, supply chain problems, or other factors beyond Contractor's (or its subcontractor's) reasonable ability to control, ICEMA may approve appropriate variances from this requirement.

(11) Any ambulance not new at the start of this agreement must include a list of brand name, model, age, vehicle identification number, and maintenance records. No more than 25% of the ambulance fleet shall have over 100,000 miles at the start of the contract.

(12) Each ambulance shall be equipped with an idle mitigation system to ensure the vehicles are not unnecessarily idling while stopped. To further reduce idle time, Contractor shall install solar charges to extend battery life on all remounted and new units across the Comprehensive Service Area.

(13) As technology improves Contractor shall work with ICEMA to test and provide if appropriate alternative fuel vehicle solutions, including Battery Electric Vehicles (BEV).

B. Supervisor Support Vehicles:
Supervisor response vehicles are an essential component of providing responsive and quality services in the Comprehensive Service Area. Supervisor and support vehicles are to be fully outfitted to provide field support, rapid response, incident command and reinforce remote operations.

At the beginning of this Agreement Contractor shall provide Filed Supervisors with ALS-equipped, AWD or four-wheel drive vehicles with covered cargo beds in all response areas with medical supplies and equipment per the ICEMA Standard Drug and Equipment List Policy.

(1) All supervisor vehicles shall utilize Automatic Vehicle Locators (AVL), Mobile Data Computers (MDC), and Global Positioning System (GPS) mapping technology.

(2) Vehicles must not exceed 250,000 miles.

(3) Meet the Department of Transportation and National Fire Protection Association standards for Code 3 response.

(4) To the extent possible, Supervisor Vehicles shall be identically configured and staffed

with locally accredited paramedics and carry all ICEMA approved ALS equipment and ALS medications.

C. Vehicle Identification:

(1) Vehicle markings shall be consistent with California Civil Code sections 3273 et seq., which restricts the markings of certain vehicles used to provide contracted public health and safety services.

(2) Emergency vehicles shall be equipped with appropriate lighting and reflective markings as defined by the National Fire Protection Agency (NFPA) Standard 1900 (2024) for vehicles contracted for on or after January 1, 2024.

(3) Ambulances and Supervisor vehicles used in providing services shall bear the markings "San Bernardino County Emergency Medical Services" in at least four (4) inch letters on both sides and state the level of service on both sides.

(4) Ambulance and Supervisor vehicles shall display the "9-1-1" emergency telephone number but shall not display any other telephone number or advertisement.

(5) Ambulance and Supervisor vehicles shall be marked to identify the name of the Contractor.

(6) Contractor shall not alter the overall design, color and / or lettering of its existing emergency response vehicles without ICEMA approval. ICEMA shall have the right to approve or modify the overall graphics design, color and lettering used for emergency response vehicles purchased or otherwise introduced during the term of this agreement.

5.14 VEHICLE MAINTENANCE PROGRAM

A. Contractor must ensure that all vehicles are maintained to operate in optimal working condition and follow a rigorous preventive maintenance schedule to provide reliable service to those in need.

B. Contractor shall provide a copy of the vehicle maintenance program and vehicle records on an annual basis to the ICEMA Administrator. The vehicle maintenance program must be designed to meet the highest standards of reliability appropriate to a modern emergency medical transportation service.

C. Contractor shall provide detailed records in an electronic database that is easily queried as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be. accomplished, and systems shall be maintained to achieve at least the industry norms in vehicle performance and reliability.

D. Any ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, or the safety of the operators or the public, must immediately be removed from service and repaired or replaced in a timely manner.

E. Ambulances and equipment that have defects, including a cumulative appearance of being worn out or not maintained, shall be removed from service and repaired or replaced in a timely manner.

F. Contractor shall provide the locations of maintenance services.

5.15 VEHICLE SAFETY PROGRAM

A. Contractor shall provide an Emergency Vehicle Operator's Course (EVOC) for all its field employees including on-going driver-training for ambulance personnel to promote safe driving and prevent vehicular crashes/incidents.

B. Contractors EVOC program shall include didactic training, commentary driving with a Field Training Officer (FTO) and recurrent training.

C. Contractor shall have a mechanism to monitor driver safety through a video event recorder utilizing the StreetEagle Driver Behavior Monitoring platform or a superior product in the driver's compartment to increase the safety of ambulance driving and prevent crashes and traffic accidents.

D. Each vehicle shall have a backup camera installed, provide seating and restraints for all occupants, a battery-powered patient gurney and Cardiopulmonary Resuscitation (CPR) seats for EMS crews.

E. Each ambulance shall be regularly cleaned, disinfected, and decontaminated for the health and safety of crews and patients. Disinfecting includes the regular use of a disinfectant fogger. In the event of an infectious disease patient, a plastic lining shall be employed to prevent droplet contamination in the ambulance.

F. Vehicles shall provide workspace and storage for crews to complete reports and secure personal equipment and belongings.

G. Each ambulance must have antitheft devices to prevent emergency vehicle theft when the vehicle is left running with the key in the ignition and an equipment restraint system, ensuring patient and clinician safety during transport.

5.16 MEDICAL SUPPLIES AND EQUIPMENT

A. Each ambulance shall carry standardized equipment and supplies that meet federal, state, and ICEMA requirements, policies, and procedures.

B. As EMS equipment evolves, Contractor shall periodically review and analyze new equipment and upgrades equipment by conducting scientific review, clinical data analysis, fiscal impact analysis and present findings to EMS committees and the ICEMA Medical Director.

C. Durable Medical Equipment not new at the beginning of the contract will be required to meet all specifications and periodic maintenance as approved by ICEMA according to ICEMA Policy 7010.

D. Contractor shall maintain all equipment according to manufacture specifications and shall provide an annual report to the ICEMA Administrator that includes equipment tracking number, maintenance records and any equipment purchases or replacements.

E. Contractor shall provide all supplies including medications and controlled substances.

5.17 COMMUNICATION EQUIPMENT

A. The Contractor shall install and maintain all telecommunications equipment on the appropriate frequencies necessary to complete the scope of work as identified in this Agreement.

B. The AVL system must interface with the ICEMA designated EMD Center and at a minimum, provide a CAD interface with the Ontario Fire dispatch center and with the CalFire dispatch center.

C. Contractor shall have AVL/GPS/MDC in place in ambulances, Quick Response Vehicles (QRVs), alternative response units as appropriate, and field supervisor vehicles.

D. Contractor shall equip each ambulance with appropriate emergency communications and alerting devices capable of being used to notify ambulance personnel of response needs. Every ambulance must be able to communicate at all times and locations with the ICEMA designated EMD Center authorized dispatch center, Contractor's dispatch center, other ambulances and supervisor's vehicles, receiving hospitals, and fire agencies.

E. Each ambulance shall have a mobile radio in the front cab with the capability for hospital communication in the rear patient compartment.

F. Each ambulance shall have two portable radios, one for each crew for medical communication, and one mobile or portable capable of interoperability with fire channels.

G. Each ambulance shall have a mobile computer with MDC capability, CAD access, mapping software, and the ability to send electronic patient care records to the receiving hospital and a centralized server via wireless technology. Each ambulance will be equipped with AVL and GPS fully interfaced to the ICEMA designated EMD Center and Contractor dispatch center for unit recommendation and System Status deployment purposes.

H. Contractor shall install necessary communications equipment in all of its ALS ambulances enabling transmission of 12-Lead Electrocardiograms (ECGs) for suspected ST Elevation Myocardial Infarction (STEMI) to the hospital prior to patient arrival and this 12-lead ECG will be included in the electronic copy of the EMS medical record in accordance with ICEMA specifications.

I. Contractor shall be solely responsible for the cost of maintenance, repair, and replacement of pagers, cell phones, tablets, computers, MDCs, station alerting systems (for fixed ambulance posts), mobile gateways, cellular cards, and/or cellular accounts, including data fees on equipment owned by Contractor.

5.18 ICEMA DESIGNATED EMERGENCY MEDICAL DISPATCH CENTER

A. The long-term goal of the County in the first five (5) years of this Agreement is to have ambulance dispatch and ambulance system status management physically located together. Currently, the ICEMA designated Emergency Medical Dispatch (EMD) Center does not have the physical space for the entire ambulance operating dispatch needs.

B. The ICEMA designated EMD Dispatch Center will provide Medical Priority Dispatch for resource determination in accordance with ICEMA's Medical Director and Dispatch Protocols. The ICEMA designated EMD Center will determine the Contractor's priority level to all emergency 911 ALS and BLS calls within the Comprehensive Service Area following ICEMA approved EMD Policy 4100.

C. ICEMA requires the Contractor at start-up to enter into a separate agreement if applicable, with the ICEMA designated EMD Center and pay for the provision of EMD and CAD-to-CAD coordination services. EMD with Medical Priority Dispatch Service (MPDS) charges are estimated to be $5.00 per call the first year with annual increases.

5.19 CONTRACTOR EMS DISPATCH CENTER

A. Contractor shall provide reliable ambulance dispatch and system status management services without interruption 24/7/365 days per year to manage all ambulance services utilizing Contractors CAD system and integrated resource determination to determine the right ambulance, provide detailed reporting and show real-time maps of system resources.

B. Have a full-time dispatch center manager, employ experienced dispatch system status Controllers 24/7/365 with the full authority to control the re-positioning of ambulances between posts, Exclusive Operating Areas (EOAs), and to manage crew breaks and shift changes,

C. Schedule ALS, BLS, IFT and CCT transports,

D. Obtain, install, and maintain in the Contractor's ambulances all such communications equipment as determined by ICEMA to be necessary for the effective and efficient dispatch of ambulances. For ambulances responding to 911 calls, GPS Location Systems are required,

E. Be financially responsible for installation, purchase, rental, and maintenance of communication equipment in all ambulances and staffed vehicles provided in this proposal,

F. Establish policies that ensure upon receipt of a private request for ambulance services, pertinent information including callback number, location, time of notification, time of dispatch, and nature of the incident is ascertained,

G. Ensure that a record of calls, as defined in Title 13 of the California Code of Regulations, Chapter 5, Article 1, Section 1100.7 is maintained,

H. Deploy ambulances most optimally and efficiently.

SECTION VI - PERSONNEL

6.1 WORKFORCE AND DIVERSITY AND INCLUSION

Contractor shall establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees from different cultures and backgrounds, who are appropriately certified, licensed and/or accredited for their positions. Contractor shall strive to champion a work environment that promotes the values of diversity, equality and inclusiveness including:

Field personnel with bilingual skills reflecting the diversity of languages spoken in San Bernardino County are highly valued. Contractor shall strive to ensure diversity in the workforce and address diversity alignment with its communities served. ICEMA is committed to participating in Contractor's efforts to support and enhance Diversity, Equity, and Inclusion (DEI) initiatives in the San Bernardino County EMS System. Contractor shall participate in their proposed DEI initiatives. These programs currently include, but are not limited to:

A. Creating a work environment that embraces inclusion, regardless of race, color, religion, gender, sexual orientation, gender identity, national origin, age, genetic information, marital status, amnesty, disability, veteran status or based on pregnancy, childbirth, or related medical conditions.

B. The inclusion of people with disabilities helps drive sustainable practices for our employees, communities, and customers. Reasonable accommodations include adaptive equipment, allowances for on-site service animals, flexible work arrangements, special parking assignments, hotlines, and a number of other inclusive services.

C. Annual diversity, equity and inclusion training for all personnel that addresses preventing sexual harassment, bystander intervention, managing unconscious bias, fostering an inclusive culture, anti-racism and transgender inclusion.

D. Ethics And Compliance Hotline - Provide an independent, third-party hotline that any employee can confidentially report issues of concern, in addition to making formal complaints.

6.2 KEY PERSONNEL

The following positions are key personnel required for this Agreement. ICEMA shall have direct access to the key personnel identified in this Agreement at all times. This includes the right to call regular meetings with key personnel, as well as unscheduled inspections, interviews, and visits. Key personnel shall be required to cooperate fully with ICEMA. Contractor shall provide the County with a list identifying the key personnel on or before April 1, 2024, for the County's review and approval. Personnel listed for such positions in the Contractor's RFP Response are identified and may not be decreased without ICEMA approval.

A. Director of EMS Operations

(1) Contractor must provide an EMS Director who shall oversee and be accountable for all aspects of the Services provided by the Contractor and subcontractor.

(2) This individual shall have significant prior experience managing large, high- performance 911 emergency medical transport services.

(3) This individual shall be responsible for the overall quality of clinical care and customer service, develop and implement annual strategic plans and budgets. This position is responsible for monitoring staffing levels in all operations to maintain operational efficiency and response time compliance.

B. Three EMS Operation Managers:(High Desert, West Valley, East Valley)

(1) Contractor must provide three (3.0 FTE) full time EMS Operations Managers who are responsible for leading the day-to-day operations to accomplish ambulance calls in a timely and efficient manner. The Operation Managers conduct regular demand analysis in coordination with the System Status Management Analyst and develop the master schedule to meet demand most efficiently and expediently; support the Medical Director, CQI and billing support staff; and evaluate, train and follow up with field crews in all areas of protocol compliance and field documentation.

(2) This individual shall be responsible for ambulance community services, contracts, interface with hospital CEOs, fire chiefs and other community leaders.

(3) These managers will oversee 20 field supervisors responsible for 911 responses 24/7 who will be always available to support field caregivers.

C. Communications Director

(1) Contractor must provide one (1.0 FTE) full-time Communications Director.

(2) The Communications Director will be responsible for all aspects of the emergency and IFT dispatch centers day to day activities.

(3) The Communications Manager requires an in-depth knowledge of dispatch center operations and policies and the ability to lead and organize personnel to work toward common goals and communicate clearly.

D. Human Resources Manager

(1) Contractor shall employ and maintain one full-time (1.0 FTE) Human Resources Manager.

(2) This position will provide direction and facilitate issues regarding employee relations, retention, labor relations, policy, labor contract interpretation and disciplinary procedures.

(3) The Human Resources Manager will provide guidance to management on various aspects of employment law including FMLA, ADA, investigations, disciplinary procedures, and workplace harassment.

E. Clinical QA-QI Education Manager

(1) Contractor must provide a full-time (1.0 FTE) clinical education services manager for the San Bernardino County operation. This person must be a paramedic or registered nurse with extensive experience in emergency and critical care with a minimum of three years' full-time experience working in a complex 911 ALS emergency ambulance services system.

(2) This individual shall be responsible for day-to-day clinical oversight of Contractor's accredited paramedics and certified EMT-Basics, clinical investigations, new hire orientation, initial and continuing education, employee development, clinical performance measurements and continuous quality improvement.

(3) This position will mine, analyze, and interpret local clinical data derived from the ImageTrend ePCR system, FirstPass, and other data sources to promote clinical quality, high performance service delivery, and community health.

(4) This individual shall be responsible for developing and advancing the quality of clinical performance.

F. Contractor must provide practice through the management and oversight of the CONFIRE EMS Quality Management Program and through the leadership and direct supervision of the CONFIRE EMS Quality Management Team comprised of seven (7) Continuous Quality Control (CQI) managers/specialists, twenty (20) field training officers, and documentation quality assurance manager.

G. Safety/Risk/Infection Control Manager

(1) Contractor must provide a full-time (1.0 FTE) full-time Safety/Risk Manager.

(2) Essential duties and responsibilities include overseeing ongoing compliance of programs including Hazard Communication (HAZCOM), airborne pathogens, blood borne pathogens, lifting and stretcher operations.

(3) The Safety/Risk/Infection Control Manager assists in the investigation of all work-related injuries and exposures and assists in retraining personnel as needed and handles oversight of classroom and field instruction on driving-related topics and management of compliance with all local, state and federal regulations, including OSHA, EPA and California Department of Labor regulations.

H. Logistics Manager

(1) Contractor must provide one (1.0 FTE) full-time Logistics Manager.

(2) This position shall oversee the supply chain purchasing and distribution process, including managing the inventory of equipment and medical supplies stored within the distribution warehouse.

I. Document Quality Assurance Manager

(1) Contractor must provide one (1.0 FTE) full-time Fleet Manager.

(2) Leads and directs all document and quality assurances staff to ensure documentation required for proper billing of claims is obtained from field staff for billable events.

J. Fleet Supervisor

(1) Contractor must provide one (1.0 FTE) full-time Fleet Supervisor.

(2) The Fleet Supervisor is primarily responsible for the repair and maintenance of all CONFIRE EMS-owned vehicles and overseeing a team of fleet mechanics and work performed by fleet mechanics.

(3) The Fleet Supervisor oversees the completion of all automotive repairs, adjustments, preventive maintenance service and checks of vehicles in accordance with prescribed PM policies and procedures, as well as accurate record-keeping of all services and repairs completed.

K. Contractor Local Medical Director

(1) Contractor must provide a local Medical Director licensed by the State of California, experienced in emergency medical services, to oversee its clinical services.

(2) This individual must be Board Certified in emergency medicine, experienced in emergency medicine, and preferably fellowship-trained in emergency medical services.

(3) This individual shall facilitate the procurement of, be responsible for, and oversee all pharmaceuticals including but not limited to controlled substances used by the Contractor

in delivering service.

(4) Contractor understands that the local Medical Director is distinct from, and does not have the powers or authority of, the ICEMA Medical Director, as defined in California Health and Safety Code section 1797.202.

L. Public Information Officer (PIO)/Community Relations Manager

(1) Contractor shall designate a Community Support Liaison who will oversee Contractors community activities such as a new Community Outreach and Support Team program, 911 awareness, CPR, AED use and other public outreach programs.

M. Management Information System (MIS)

(1) Contractor must provide one (1.0 FTE) full time MIS Director

6.3 CHANGES IN PERSONS ACTING AS KEY PERSONNEL

A. Contractor agrees that each Key Personnel position is separate and distinct, that it must be filled by a separate individual who is committed to and responsible for the functions of that position, and that it shall not transfer or reassign an individual identified above as Key Personnel without notifying ICEMA and meeting to discuss the impact.

B. Prior to any replacement of Contractor's Key Personnel with responsibility for this Agreement the County shall be entitled to review and discuss and reasonably object to the proposed replacement.

C. Such approval shall not be unreasonably withheld. Such approval shall include verification of resume and a completed background check by Contractor to be shared with ICEMA.

6.4 OTHER MANDATORY LEADERSHIP PERSONNEL

Contractor shall have management and supervisory personnel to manage all aspects of emergency ambulance service, including administration, operations, EMS training, clinical quality improvement, record keeping, and field supervision. Such supervision shall be provided continuously 24-hours per day.

Contractor has identified three (3) operational divisions within the Comprehensive Service Area. These are High Desert, West Valley, and East Valley divisions. To provide optimal day to day operations oversight and support, Contractor shall provide one Operations Manager for each operational division and six (6.0 FTE) Operations Supervisor for each division for a total of eighteen (18.0 FTEs) who will oversee their respective division 24/7/365.

A. Support and Field Supervisors

(1) Field and support Supervisors oversee day-to-day functions of Contractor's operations. In the event a Field Supervisor fails to perform to the satisfaction of the ICEMA Administrator, Contractor shall correct the deficiency in a timely manner.

a. The Field Supervisor is responsible for the day-to-day operations of field staff, including facilitation of internal communications between field staff and management, outside agency interface, real-time system status monitoring, facilitating short-term scheduling needs, oversight of company facility security, and other operational support functions

as assigned by the Operations Manager.

b. Field Supervisors serve as the Contractor's on-duty EMS Field Commanders and accordingly must be paramedics with a minimum of three (3) years' experience in a complex 911 system (similar to San Bernardino County), who are highly experienced and competent both administratively and in the management of large and complex emergencies as demonstrated through experience and extensive training in the Incident Command System (ICS).

c. The Field Supervisor must be able to disseminate initial level corrective action and reports through the operational command structure. It is understood that not all actions are time sensitive and/or need to be approved at the highest levels of the Contractor's management.

i. The Field Supervisor is responsible for:
- Real-time, non-dispatch center-initiated System Status Plan staffing adjustments and minimizing unscheduled unit out-of-service and turnaround times at receiving facilities.
- Investigating vehicle and general liability issues.
- Initial management of workers compensation issues.
- Managing employee performance issues, and customer or stakeholder complaints.

ii. The Field Supervisor shall also:
- Integrate into the ICS structure, assisting with management of complex incidents as needed or requested by partner agencies,
- Collaborate and cooperate with ICEMA leadership, managers and support personnel, and
- Communicate with the ICEMA on-call Duty Officer.

6.5 PERSONNEL LICENSURE AND CERTIFICATION

A. All persons employed by Contractor in the performance of its work, shall be competent and hold appropriate licenses, certifications, and permits in their respective professions and shall undergo a criminal record check. These provisions shall apply to all new employees brought on to start and continue services under this contract and excludes any incumbent San Bernardino County accredited and qualified EMT, paramedic, field supervisor, or existing ambulance management employees accepting employment with Contractor who meets all requirements of ICEMA as contained in these sections. Notwithstanding the foregoing, ICEMA retains its regulatory licensing and certification authority.

B. All of Contractor's ambulance, and Field Supervisor personnel responding to emergency medical requests shall be currently and appropriately certified and/or licensed to practice in the State of California and, for paramedics, accredited in San Bernardino County. Certification and accreditation requirements are as stated on the ICEMA website www.sbcounty.gov/icema and the website of the State EMS Authority www.emsa.ca.gov.

C. At all times, Contractor shall retain current documentation including issued course completion certificates and/or cards of all credentials required by ICEMA and/or the State of California including but not limited to copies of current and valid EMT-Basic Certification and Paramedic License and Accreditation documentation for all emergency medical personnel including supervisory and management staff performing services under this Agreement.

D. Contractor shall provide ICEMA with real-time access 24 hours a day, 365 days a year to all such records and reporting tools within its database approved by ICEMA. Failure to retain such records and/or permitting personnel to provide services absent required credentialing shall be immediately reported to ICEMA with a correlating corrective action plan.

E. Contractor shall participate in the DMV Employer Pull Notice (EPN) program.

6.6 TRAINING AND CONTINUING EDUCATION

A. Training and Continuing Education Program Requirements:

(1) Contractor shall maintain approval by ICEMA as an EMS Continuing Education provider (CE provider), as defined in Title 22 of the California Code of Regulations, Division 9, Chapter 11, Section 100390.

(2) Contractor must provide a comprehensive training/education program for all their paramedic and EMT-Basic personnel. Joint training sessions for ambulance and fire service first responders are required at mutually agreed to frequencies. Contractor's employee training program shall be subject to approval by ICEMA and include, but not be limited to:

a. Advanced training for EMT-Basics staffing ALS ambulances.

b. Orientation to the San Bernardino County EMS System.

c. Customer service and cultural sensitivity.

d. Pre-accreditation field evaluation for paramedics.

e. Post-accreditation education, supervision, evaluation.

f. Customer Service and cultural sensitivity, intelligence/humility, including Lesbian, Gay, Bisexual, Transgender, Queer/Questioning+ (LGBTQ+) Awareness and Sexual Harassment Training.

g. Continuing education that is linked to quality improvement activities, including skills, procedures protocols, issues, and other programs such as Just Culture.

h. Programs and activities to maintain uniform skill proficiency.

i. Develop comprehensive training and education opportunities with fire service and ambulance personnel.

j. HIPAA, Privacy, and Compliance Training.

k. Meets all training standards established by ICEMA Policy 1030R1.

(3) Contractor shall maintain a single electronic database for all clinical personnel utilizing and will provide ICEMA access to this database. The database will be continually updated so that records are current. The database will include, but not be limited to:

a. Employment status (e.g., currently employed by, previously employed by)

b. Certification/licensure

(4) Paramedic accreditation

(5) Required certifications within the contract: Basic Life Support (BLS), Cardiopulmonary Resuscitation, (CPR), Advanced Cardiovascular Life Support (ACLS), Pediatric Advanced

Life Support (PALS), Prehospital Trauma Life Support (PHTLS) and BLS / Advanced Life Support (ALS) skill refresher and Emergency Vehicle Operator Course (EVOC).

(6) PALS and PHTLS certifications can be provided to ICEMA by October 1, 2025.

(7) Any on-going training required by the ICEMA Medical Director (e.g., quarterly training).

B. Paramedic Training Requirements:

(1) Pediatric Advanced Life Support or Pediatric Emergencies for the Prehospital Provider.

(2) Prehospital Trauma Life Support or International Trauma Life Support, Basic Trauma Life Support or equivalent as determined by ICEMA.

(3) Advanced Cardiac Life Support.

(4) Bariatric Training to ensure safe movement and transport of morbidly obese patients.

(5) Incident Command System (ICS), 100, 200, 700 for non-supervisory personnel, and ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS for Field Supervisory personnel.

(6) Multi-Casualty Incident (MCI) Response training that includes ICEMA MCI Plan, and ReddiNet awareness.

E. EMT-Basic Training Requirements

(1) Cardiopulmonary Resuscitation Certification

(2) Bariatric Training to ensure safe movement and transport of morbidly obese patients.

(3) Multi-Casualty Response training that includes ICEMA MCI Plan, and ReddiNet awareness.

F. Additional Qualifications and Training

(1) Contractor shall train all ambulance personnel, supervisory, and management staff in their respective roles and responsibilities under ICEMA Multi-Casualty Incident Plan including training if appropriate, in the ReddiNet system to prepare them to function in the medical/health portion of the ICS.

(2) Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol, or other behavioral or stress related problems, as well as difficult scenes on an on- going basis.

(3) Contractor shall provide EVOC training to promote safe driving and prevent vehicular crashes/incidents to each of its personnel who operate a vehicle in performing service under this Agreement, including on-going driver-training for ambulance and field supervisory personnel.

(4) Contractor shall provide training to all prehospital personnel in prevention, Personal Protective Equipment (PPE), and universal precautions.

(5) Contractor may offer and/or require additional personnel qualifications and training beyond ICEMA requirements, including local optional scope of practice training.

(6) Contractor shall ensure paramedics participating in the Sheriff SWAT program are trained to the California Tactical Casualty Care (TCC) training program and the Tactical Emergency Medical Services (TEMS), to respond as a medical support services provider to critical law enforcement incidents.

(7) Contractor shall provide an EMS education program and make it available to all San Bernardino County EMS System providers to include:

a. Access to advanced clinical education equipment, including airway heads, MCI training kits IV/I0 arms and moulage kits.

b. Access to high-fidelity simulation manikins.

c. Access to online training for continuing education

6.7 AMBULANCE WORK SCHEDULES AND WORKING CONDITIONS

A. Contractor's work schedules and assignments shall provide reasonable working conditions for ambulance personnel.

B. At least 51% of the employers' schedule shall be Contractor's full-time employees.

C. Contractor's work schedules and assignments shall provide reasonable working conditions for ambulance personnel. Ambulance personnel cannot be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance personnel must have sufficient rest periods to ensure that they remain alert and well-rested during work periods.

D. Daily and monthly monitoring of the 911 system Unit Hour Utilization (UHU) to address employee fatigue.

E. Contractor shall make available to ICEMA, copies of work schedules, (individual and collective), shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.

F. Contractor shall establish best practices to minimize the turnover rate among the Contractor's personnel and report annually it's employee turnover rate.

G. Contractor shall provide its policy to ICEMA describing how Contractor measures workload and fatigue for ambulance crews.

H. Contractor shall provide its personnel recruitment and screening processes.

I. Contractor shall provide a copy to ICEMA of its employee retention program.

J. Contractor shall make available a copy to ICEMA the organization's programs, policies, and procedures for occupational health and safety and communicable disease control, including communicable disease prevention.

K. Contractor shall make available a copy of the organization's pre-employment and on-going physical and mental health ability evaluation processes.

6.8 CREW STATIONS AND SUB-STATIONS

A. The Contractor shall provide stations and sub-stations or other strategic posts that are accessible to on-duty field-based personnel 24/7/365. At a minimum, these facilities shall:

(1) Be climate controlled (air conditioning and heat)

(2) Sleeping quarters to accommodate 24-hour personnel

(3) Have adequate and comfortable seating to accommodate a complete on-duty crew

(4) Have at least one operable toilet, sink, and microwave as well as a desk, and chair

(5) Have data capability to enable patient care charting and uploading of documents

(6) Have adequate accommodations to meet the needs of nursing mothers

(7) Be compliant with the Occupational Safety and Health Administration (OSHA)/California OSHA (Cal OSHA) regulations

B. Any changes to the locations of Contractor's stations, substations or local headquarters will be subject to approval of the ICEMA Administrator. Such approval shall not be unreasonably withheld.

6.9 COMPENSATION AND BENEFITS

A. The Contractor should provide reasonable compensation and benefits, equal to or greater than what is being provided to the incumbent workforce to attract and retain experienced and highly qualified ambulance personnel to be compliant with 1797.230 and 1797.231. The Contractor is encouraged to establish programs that result in successful recruitment and retention of personnel.

B. Contractor shall provide to ICEMA completed copies of the compensation package for all personnel required under this Agreement including Dental and Optical insurance coverage. comparable to fire department operations in the same geographic region.

C. Additional employee programs shall include but are not limited to:

(1) Financial bonuses related to retention, sign-on and re-location programs
(2) EMT to Paramedic scholarships

6.10 COMMUNICABLE DISEASES. EMPLOYEE SAFETY, WELLNESS AND PREVENTION

A. Contractor shall have an ICEMA approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.

B. Contractor shall have a pre-employment and on-going physical ability evaluation processes.

C. Contractor shall have communicable disease control and safety policies and procedures.

D. Contractor shall ensure appropriate PPE provided to ambulance crews to include at a minimum:

- Eye protection on person, in carry-in bags and in the vehicle
- Direct access to 3E Safety Data Sheets (SDS) online binder
- Surgical masks
- Impervious gowns

- Exam gloves in appropriate sizes
- Waterless viricidal hand cleaner & towelettes
- Easily accessible sharps disposal containers
- Impervious shoe covers
- N95/P100 respirators (annual mask fit testing for all employees)
- Disposable absorbent barriers (chux)
- Lined Paper sheets to protect patients
- High visibility coats, jackets and/ or vests
- Containers for disposal of bio-hazardous waste
- Sharps and pharmaceutical waste, red biohazard bags and
- Yellow infectious linen bags
- Department of Transportation (DOT) HazMat reference book

E. Contractor shall have an employee wellness program and health screenings that are designed to help employees improve their overall physical health.

F. Contractor shall have an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.).

G. Contractor shall maintain and strictly enforce policies for infection control, cross-contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.

H. Contractor shall develop an injury prevention program to reduce work injuries such as back injuries with the use of power assisted gurney and other employee safety measures.

I. Contractor shall establish a stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.

J. Any changes to Communicable Diseases, Employee Safety, Wellness and Prevents programs shall be approved by the ICEMA Administrator.

6.11 PROFESSIONAL CONDUCT

ICEMA expects and requires professional and courteous conduct and appearance at all times from Contractor's ambulance personnel, managers, and executives. Contractor shall address and correct any departure from this standard of conduct.

SECTION VII - CLINICAL PERFORMANCE STANDARDS

7.1 ICEMA MEDICAL OVERSIGHT

A. ICEMA will furnish medical control services including the services of the ICEMA Medical Director for all system participants' functions in the EMS System (e.g., medical communications, First Responder Agencies, transport providers).

B. ICEMA, through base hospital physicians (as defined in Health and Safety Code section 1797.59), shall also provide online medical control to field personnel 24 hours a day, seven days a week, 365 days a year.

C. ICEMA recognizes the unique role of the ICEMA Medical Director in delegating to Contractor's personnel the authority to perform certain medical interventions in accordance with the standards outlined by California law.

D. Contractor shall immediately notify ICEMA of potential violations of the California Health and Safety Code, California Code of Regulations, or ICEMA policy and protocols. Contractor shall complete an incident or unusual occurrence report within 24-hours for personnel involved in an unusual occurrence. Contractor shall cooperate fully with ICEMA and/or the California EMS Authority in the investigation of an incident or unusual occurrence.

7.2 PROTOCOLS, POLICIES, AND PROCEDURES

A. To ensure appropriate levels of quality care, Contractor and its personnel shall comply with all ICEMA policies, procedures, and medical protocols and other requirements established by the ICEMA Medical Director.

B. ICEMA may require that any of the Contractor employees attend a medical review/audit when necessary for clinical quality improvement purposes, at no cost to EMS Agency or the County.

7.3 CLINICAL QUALITY IMPROVEMENT

The goal of Contractor's Quality Improvement Plan is to attain the highest level of performance for an emergency medical services system in California. Services and care delivered must be evaluated by the Contractor's internal quality improvement processes and, as necessary, through ICEMA's quality improvement procedures to improve and maintain clinical excellence.

A. Contractor shall be financially responsible for FirstWatch products, FirstWatch OCU, and FirstPass. Contractor also commits to pay all costs for data source integration including initial implementation costs, ongoing annual support, and maintenance charges. The FirstPass module will be used to monitor Contractor's clinical performance.

B. The Contractor must make a continuous effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error minimized through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

C. The Quality Improvement (QI) program must meet the requirements of Title 22 of the California Code of Regulations, Division 9, Chapter 12 (EMS System Quality Improvement), ICEMA policies and related guidelines and documented utilizing the EMSA Approved EMS

Quality Improvement (EQIP) Template.

D. The program must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care to improve patient care service and outcome.

E. The program may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development, and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.

7.4 QUALITY PERFORMANCE

Contractor shall develop a written quality improvement plan which shall be approved by ICEMA.

A. Contractor must submit the EMS Quality Improvement Plan (EQIP) plan prior to the Service Start Date. The plan shall be consistent with the guidelines outlined in California Code of Regulations, Title 22, Division 9, Chapter 12 and ICEMA's EMS Quality Improvement Plan and adhere to any future changes to the plan. The plan must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The plan may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.

B. Ongoing QI requirements:

(1) Review and submit the EQIP annually for appropriateness to the provider's operation and revise as needed.

(2) Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the quality improvement program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with ICEMA Medical Director or their designee.

(3) Submit a monthly report to ICEMA to show compliance with the approved plan and areas for improvement including key performance indicators developed in collaboration with ICEMA.

(4) Provide the County with an annual update, from date of approval and annually thereafter, on the provider's QI program. The update shall include, but not be limited to, a summary of how the QI program addressed the program indicators.

(5) Contractor shall actively participate in ICEMA's Quality Improvement process that may include making available relevant records for program monitoring. This commitment includes, but is not limited to:

a. Active participation of Contractor's senior leadership (Operations Manager, Clinical Manager, Medical Director) in EMS groups or committees dealing with quality management.

b. Designation of a Clinical Quality Manager to oversee Contractor's quality program.

c. Submission of monthly comprehensive key performance indicator reports to ICEMA.

d. Involvement in projects designed to improve the quality of EMS in San Bernardino County, including the submission of data that would allow the county to participate in participation in State and National Benchmarking, including California's EMS System Core Quality Core Measures Project, Cardiac Arrest Registry to Enhance Survival (CARES), National EMS Quality Alliance (NEMSQA) (formerly EMS Compass), and Mission: Lifeline.

e. Contractor shall review at a minimum 10% of randomly selected for each type of ALS, BLS, and CCT transport by the Clinical QI team or designated staff.

f. Active participation, when available, in local Health Information Exchange (HIE) data sharing initiatives approved by ICEMA.

7.5 QUALITY PROCESSES AND PRACTICES

The Contractor shall strive for clinical excellence. This includes, but is not limited developing a score card to track and monitor performance of:

A. Clinical care and patient outcome.

B. Skills maintenance/competency.

C. Mastery of ICEMA Policies and Procedures.

D. Patient care and incident documentation.

E. Evaluation and remediation of field personnel.

F. Measurable performance standards.

G. Implementation and operationalization of its Quality Improvement Plan.

7.6 ICEMA EMS CLINICAL PERFORMANCE MEASURES

ICEMA requires the Contractor to develop Clinical Performance Measures in coordination with the ICEMA Medical Director. An example of clinical standards is identified in Exhibit 6. Contractor may establish additional Clinical Performance Measures. Clinical Performance Standards will become part of the Contractor's QI plan as outlined in Section 7.3 and according to ICEMA policy. It is understood, due to the nature of Clinical Performance Standards, a phase-in discovery period as defined in Section 7.7 will be necessary, and standards may not be fully defined at the beginning of the Agreement.

7.7 MEASUREMENT OF CLINICAL PERFORMANCE STANDARDS

Clinical Performance Standards are a performance-based approach rather than an undefined level of effort. The Contractor shall commit to employing whatever level of effort is necessary to achieve the agreed-upon Clinical Performance Standards approved by the ICEMA Medical Director. The ICEMA Medical Director will have the final approval of all performance measures implemented as part of this agreement. Below are specific timelines for these performance standards to be

developed in collaboration with ICEMA.

A. 0-6 months of agreement: Build and test measurement system to establish benchmarks and develop a mutually agreed upon Indicator Specifications Sheet to identify specific performance measures.

B. 6-12 months: Run reports to collect data, develop standards of performance, provide training and test improvement methods.

C. 12-18 months: Examine performance, address deficiencies, finalize thresholds, and establish underperformance requirements which may include liquidated damages.

It is understood that adequate time is being provided to determine a baseline measurement for each of the finalized clinical performance standards. The Contractor shall ensure EMS personnel are trained to these standards in a manner consistent with this goal.

7.8 CLINICAL PERFORMANCE STANDARD LIQUIDATED DAMAGES

It is the goal of ICEMA is to ensure the delivery of quality of clinical care that adequately addresses the medical condition for all patients. To adequately implement these measures, there is an extended period of eighteen months to identify, test, implement a process to measure specific clinical performance, and evaluate performance improvement strategies.

A. Contractor shall work with ICEMA to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates over a defined period as outlined in 7.7 above. If Contractor underperforms, based on baseline compliance rates, Contractor shall conduct a comprehensive performance improvement process that includes identification of root cause. Contractor will be required to implement a corrective action plan. The ICEMA Medical Director will work in consultation with the Contractor to make recommendations and have final approval of any corrective actions prior to implementation. If this process is not implemented.

B. Contractor understands and agrees that the failure to comply with Clinical Performance Standards or other requirements in this Agreement will result in damage to ICEMA and the County. It will be impracticable to determine the actual amount of damage whether in the event of underperformance or nonperformance, failure to meet standards or any other deviation. Therefore, Contractor and ICEMA agree to the process to establish liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damage amounts are not to be considered a penalty, but shall be deemed, taken, and treated as reasonable estimate of the damages to the County. If all corrective actions identified are implemented, no liquidated damages will be assessed.

C. Contractor understands that Clinical Performance Standards will be periodically updated to reflect current medical standards. Liquidated damages paid by Contractor for each Clinical Performance Standard in which the Contractor fails to maintain the requisite compliance after a comprehensive Performance Improvement Plan shall be assessed.

D. The Contractor shall pay liquidated damages to ICEMA for the underperformance of Clinical Performance Standard as measured quarterly unless exempted by ICEMA using the FirstWatch program. An example of clinical liquidated damages assessments is located in Exhibit 6.

E. Exemptions include, but are not limited, to the following:

(1) Verified equipment failure with appropriate documentation of reporting and resolution.

(2) Verified technical failure to upload 12-lead ECG.

(3) Communication failure for advance notice of trauma and stroke.

(4) Patient declines treatment and it is properly documented.

(5) Specialty care center unable to accept stroke, STEMI, or trauma patient.

(6) Higher priority concerns take precedence (e.g., scene safety).

F. The Contractor understands ICEMA's independent verification of meeting clinical metrics derives from documenting the care consistent with the data standards brought forth by the National EMS Information System (NEMSIS) and the California EMS Information System (CEMSIS). All assessments, treatments, and specialty care notifications shall be captured in the appropriate designated NEMSIS field. Any documentation in an inappropriate field, such as the narrative only, will not be counted toward the numerator in the compliance calculation.

SECTION VIII - DATA AND REPORTING

8.1 FIRSTWATCH SYSTEM REQUIREMENTS

System Requirements for response time and clinical performance measurement. Contractor shall fund the full startup and ongoing costs of ICEMA's agreement with FirstWatch. With the use of their Online Compliance Utility (OCU) and FirstPass data programs, ICEMA will monitor the performance of Contractor in delivering services to the Comprehensive Service Area under the terms of this Agreement. Contractor and system partners shall be granted access to their data in OCU and FirstPass by ICEMA. The FirstWatch data platform will be linked to ICEMA's ImageTrend Electronic Patient Care Report (ePCR), the ICEMA designated EMD Center and Contractors dispatch to automate the process of compliance reporting, provide real-time clinical and operational performance dashboards and enable prompt alerting based upon events transpiring in the EMS system.

8.2 DATA AND REPORTING RESPONSIBILITY

Contractor shall provide detailed operations, clinical, administrative, and financial data as requested and, in a manner, approved by ICEMA.

8.3 PERFORMANCE DATA AND REPORTING

A. Contractor will collaborate with ICEMA to provide routine and ad hoc reports.

B. Contractor shall support the implementation of technology that will fully integrate electronic records and alignment of data sets EMS system-wide, in cooperation with ICEMA. A fully implemented tool will be capable of the following:

(1) Allow for quantitative reporting of overall clinical and operational performance, which can be tied to providing integrated EMS system patient care solutions, training and community prevention, meaningful data comparison, and greater collaborative research opportunity; and

(2) Provide real-time data access to any partnering agencies for use in fire-based EMS QI activities.

(3) Contractor shall work in earnest and good faith with ICEMA on all data initiatives used to support clinical care and quality improvement.

8.4 ELECTRONIC PATIENT CARE REPORTING

Contractor will be required to provide (ePCR) data, in a form and timeframe prescribed by ICEMA, pursuant to California Health and Safety Code section 1797.227 and approved by the ICEMA Medical Director, for patient documentation on all EMS system responses by Contractor and/or fire departments within the County including patient contacts, cancelled calls, and non-transports. The ePCR shall be accurately completed to include all information required by ICEMA and Title 22 of the California Code of Regulations, Division 9, Chapter 4, Article 8, Section 100171.

A. The ImageTrend ePCR platform, is the ICEMA preferred patient care report system and Contractor is required to pay the annual fee for licensing this product.

B. The ePCR system has the capability of mobile data entry in the Contractor's ambulances, supervisor support vehicles and fire first response vehicles, as well as at the patient's bedside.

The ePCR system complies with the current versions of NEMSIS and CEMSIS. In accordance with Health and Safety Code 1797.227. Compliant means a system that has been tested and certified "compliant" by NEMSIS. The ePCR system complies with the current mapping standards and data dictionary, as promulgated by EMSA and ICEMA. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities such as EMSA's Patient Unified Lookup System for Emergencies (PULSE) and hospitals in an HL7 format.

C. The ePCR system has the capability to:

(1) Link with the CAD to import all data for all calls.

(2) Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field.

(3) Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support.

(4) File the Emergency Medical Services Patient Care Report data directly into the patient's electronic health record for a better longitudinal patient record.

(5) Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system.

D. ICEMA approved ePCR must be completed for all patients at the earliest opportunity consistent with EMS Agency policy, pursuant to California Health and Safety Code, Section 1797.227.

E. Contractor's ePCR must provide other data points consistent with the CEMSIS and ICEMA validation system, including any needed modifications to support EMS system data collection.

F. As health information systems evolve, the Contractor agrees to work with ICEMA and local hospitals to establish, and/or participate in, a Health Information Exchange (HIE) with each receiving facility, with automated data sharing for purposes of enhancing EMS system-level treatment, payment and operations through continuous quality improvement activities, including analysis of outcome data associated with individual patients. Should Contractor demonstrate that such HIE efforts have an associated financial impact, Contractor and ICEMA agree to meet and confer over that impact to cost or revenue.

8.5 RECORDS AND REQUIRED REPORTS

A. Personnel Reports:

(1) Contractor shall provide ICEMA with a list of all EMT-Basics and Paramedics employed by Contractor, as part of the ICEMA Agreement, as of the commencement date of the Agreement, who may provide services under this Agreement, and quarterly thereafter and shall update that list whenever there is a change throughout the year. This requirement may be met by Contractor keeping their employee certification and training database platform up to date.

(2) The personnel list shall include, at a minimum:

a. Name
b. California Paramedic license number and expiration date or EMT-Basic certification number and expiration date
c. Expiration date of all required courses
d. California Driver's License number

e. Residential address
f. Email address

B. The County expects Contractor to proficiently plan for and manage turnover so as to ensure the stability of its operations at all levels. Contractor shall develop and implement mechanisms to track, report, and provide information to the ICEMA Administrator.

8.6 COMMUNITY REPORT

A. Contractor shall provide an annual report to ICEMA on community programs and activities including, but not limited to:

(1) Number of conducted community education events

(2) First Responder/Law Enforcement Training

(3) CPR classes taught in Spanish and Mandarin language, including warning signs of heart attack and stroke

(4) Drowning prevention programs

(5) Community Emergency Response Team (CERT) volunteer training in Spanish

(6) Opioid awareness education in schools

(7) Narcan leave behind and narcotic/drug drop box programs

(8) Drunk driving prevention in schools

(9) Choking prevention

(10) Diabetes education/blood sugar checks

(11) Appropriate use of vehicle child-restraints

(12) Trip/fall hazards prevention

(13) Public relations activities

(14) Employee recognition

8.7 CUSTOMER FEEDBACK SURVEYS

A. Customer Service Outreach and Customer Inquiries:

(1) Contractor will provide a platform for internal and external community feedback and conduct regular internal randomized Customer Service Evaluation audits. Contractor will develop an enhanced patient satisfaction survey to assess, compare and provide third-party reports on how patients perceive the quality of care and will provide access to comments to ICEMA quarterly. All complaints may be anonymous but are to be counted with a unique identification number along with date and time of receipt.

(2) Contractor shall have a customer service telephone line giving customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements. The telephone line

shall be accessible without charge to all callers within the continental United States.

(3) The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The number will be published on the Contractor's website and publicized at local healthcare facilities and public safety agencies.

(4) If the number is answered by an automatic greeting and/or menu selection, the initial message must immediately convey that this is a customer service line, and if caller has an emergency to hang up and dial 911 in case the caller inadvertently called the customer service line looking for emergency service.

(5) Members of the Contractor's management team are to be notified of any complaint calls. Incidents that require follow-up to the customer must be resolved by the end of three (3) business days from when the call was received, and if not possible, notification must be made to the customer with the status of the request.

B. Handling Service Inquiries and Complaints:

(1) Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

(2) Contractor shall submit to ICEMA, on a monthly basis, a list of all complaints received and the disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall be referred to the EMS Medical Director using ICEMA's unusual occurrence procedure within twenty-four (24) hours of the initial inquiry.

C. Contractor shall submit the results of a customer satisfaction survey administered by a third-party to the ICEMA Administrator annually.

8.8 OTHER REPORTS

A. Contractor shall promptly allow for the inspection of and/or provide a copy of other reports and/or records as may be reasonably required by ICEMA Administrator.

B. These reports and/or records include copies of any memos and/or other correspondence distributed to field personnel related to EMS clinical or operational issues as well as newsletters or updates provided to Contractor's personnel and/or system stakeholders.

SECTION IX - SUB-CONTRACTING

9.1 SUB-CONTRACTING RESTRICTIONS

Except for the sub-contracting provisions specified herein, Contractor shall not assign or sub- contract any portion of the Agreement for services to be rendered without prior written consent of County, which County may withhold in its sole discretion, and any assignment made contrary to the provisions of this section may be deemed a material breach of the Agreement and, at the option of County shall not convey any rights to the assignee.

SECTION X -ADMINISTRATIVE REQUIREMENTS

10.1 REGULATORY AND POLICY REQUIREMENTS

A. Contractor shall provide services in accordance with the requirements of California Health and Safety Code sections 1797 et seq., California Code of Regulations, Title 22, Division 9, and ICEMA Policies and Procedures, and all other applicable State and Federal requirements, including any amendments or revisions thereof.

B. Contractor shall follow all direction provided by the Executive Officer, EMS ICEMA Administrator, their designee, or the ICEMA Medical Director.

C. Contractor will cooperate with ICEMA's ongoing development of policies and procedures for appropriate patient care.

10.2 COMMISSION ON ACCREDITATION OF AMBULANCE SERVICES

Contractor and Subcontractor shall become accredited by the Commission on Accreditation of Ambulance Services (CAAS) for the Comprehensive Service Area within 18 months following commencement of the Contract term and shall maintain this accreditation throughout the terms of this Agreement.

10.3 NEW EMPLOYEE AND COMPANY ORIENTATION

A. Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall be approved by ICEMA and include at a minimum:

(1) Pre-employment seven-panel drug screen

(2) Pre-employment Department of Transportation (DOT) physical

(3) Criminal records background check, sex offender registry and OIG

(4) Licensure verifications

(5) Three-year motor vehicle records and insurance approval

(6) Pre-employment cognitive written exam – scoring 75% or higher

(7) Pre-employment psychomotor practical skills exam – scoring 75% or higher

(8) Oral interview with management

(9) Successful completion of 40-hour classroom orientation

(10) Successful completion of 48-hour clinical ride

(11) Completion of Company Equipment and Vehicle Operation (CEVO) course

(12) Agency policies and procedures

(13) Radio communications with and between the provider agencies, base hospital, receiving hospitals, and County communications centers

(14) Ambulance and equipment utilization and maintenance

(15) Continual orientation to customer service expectations

(16) Performance improvement

(17) The billing and reimbursement process, and compliance

B. Cognitive and Psychomotor Examination

(1) Paramedic and EMT cognitive exams based on the national standard curricula by the National Highway Traffic Safety Administration (NHTSA).

(2) Psychomotor examination consisting of five (5) separate skills in a scenario-type format to approximate the abilities of the EMT or paramedic to function in the out-of-hospital setting.

C. Candidates must demonstrate an acceptable level of competency in the following skills:

(1) Patient Assessment – Trauma

(2) Ventilatory Management

(3) Basic Life Support

(4) Advanced Cardiac Life Support Megacode (Paramedic Only)

(5) IV and Medication Administration

(6) OB-GYN and Pediatric Emergencies

10.4 EMS ORIENTATION

A. Contractor shall ensure that all field personnel, not previously employed in San Bernardino County, attend a Contractor orientation to the San Bernardino County EMS System which shall be approved by ICEMA.

B. This orientation shall offer an overview of the San Bernardino County EMS system, review of ICEMA EMS Policies and Procedures with particular attention to specialized systems of care, EMS documentation requirements, and Local Optional Scope practices.

10.5 HEALTH AND SAFETY/INJURY AND ILLNESS

A. Contractor shall have an EMS Agency Occupational Safety and Health Policy that complies with all California Occupational Safety and Health Administration (Cal OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste.

B. All prehospital personnel shall be trained in prevention, Personal Protective Equipment (PPE), and universal precautions.

C. The Health and Safety program shall include, at a minimum:

(1) Pre-screening of potential employees (including drug testing consistent with California law)

(2) Initial and on-going driver training

(3) Lifting technique training

(4) Hazard reduction training

(5) Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues.

(6) Involvement of employees in planning and executing its safety program; and

(7) Review current information related to medical device FDA reportable events, recall, equipment failure, accidents.

D. Contractor's health, safety and risk mitigation process will include, at a minimum:

(1) Gathering data on all incidents that occur among the Contractor's workforce.

(2) Analyzing the data to find causative factors and determine preventive measures.

(3) Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors.

(4) Gathering health and safety information as required by law.

(5) Implementing training and corrective action on health and safety related incidents, as required by law.

(6) Providing initial and on-going training on safe practices and interventions.

(7) Providing safe equipment and vehicles.

E. Contractor shall provide adequate PPE to employees, including universal precautions for routine care, uniforms and personal protective gear to employees working in hazardous environments, including but not limited to rescue operations and motor vehicle collisions. The Contractor shall select this equipment in conjunction with field providers to ensure it complies with current workflow and will be adapted in the care process. All field providers must be trained in the use of PPE and fit tested when appropriate. Policies and procedures must clearly describe the routine use of PPE on all patient encounters. The Contractor shall maintain uniform standardization as approved by ICEMA.

F. PPE shall meet all State and Federal requirements specific to EMS use and State of California EMS Authority recommendations for PPE. At a minimum, personal protective gear shall include appropriate protection for:

(1) Head (e.g., safety helmet)

(2) Eyes (e.g., safety helmet face shield or goggles)

(3) Ear protection

(4) Skin (e.g., jacket and gloves)

(5) Respiratory protection (e.g., face masks and N95 masks)

10.6 EVOLVING OSHA AND OTHER REGULATORY REQUIREMENTS

A. If regulatory requirements change for occupational safety and health, including but not limited to, infection control, blood borne pathogens, and TB during the term of this Agreement the Contractor shall adopt procedures that meet or exceed all requirements.

B. Contractor shall make health screening and all currently recommended immunizations available

to its high-risk personnel at no cost.

10.7 SUPPORT OF LOCAL EMS TRAINING ACTIVITIES

A. The County EMS system is composed of multiple individuals and agencies. ICEMA expects the Contractor to collaborate and work with these system stakeholders in improving service, clinical care, and system performance. The stakeholder groups include but are not limited to, physicians, nurses, paramedics, EMT-Basics, and fire service personnel.

B. In an effort to continually bring new caregivers into the EMS system, Contractor shall:

(1) Offer educational opportunities for EMT-Basic students to ride-along on Contractor's ambulances. Preference should be given to local EMT training programs. Participating programs will be required to execute a ride-along agreement with Contractor.

(2) Provide preceptors and internships for paramedic students enrolled in community colleges and private training programs located in San Bernardino County. These local training programs will generally have priority over out-of-county training programs, but not over Contractor's local employees who may be enrolled in an out-of-county training program.

10.8 SPECIAL TEAMS AND EVENTS

A. Contractor shall develop or expand the following special operational programs:

(1) Fire/Unique Incident Medical Support

(2) Enhanced Remote Response Capabilities

(3) Tactical Medic Program

(4) Paramedic Bicycle Team

10.9 PARTICIPATION IN EMS SYSTEM DEVELOPMENT

A. ICEMA anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. ICEMA requires that its provider(s) actively participate in EMS activities, committee meetings, and work groups including disaster preparedness planning. Contractor shall participate and assist in the development of system changes.

B. Contractor shall explore a telehealth option with ICEMA and the ICEMA Medical Director to develop a telehealth technology program incorporated into the caregivers ePCR tablet that may allow patients to receive the right care at the right time with the right resources reducing the financial burden on the patient of an ambulance transport and emergency department bill.

C. Providing person-centered care, such that beneficiaries receive the appropriate level of care while having greater control of their healthcare through the availability of more options.

D. Encouraging appropriate utilization of services, to meet healthcare needs effectively.

E. Increasing efficiency in the EMS system, to more readily respond to and focus on high- acuity cases.

F. Contractor will be expected to work with ICEMA and EMS system participants to analyze the benefits of new innovative programs and discuss the implementation and value of telehealth programs for San Bernardino County.

10.10 COMMUNITY PARAMEDICINE

A. Contractor, and EMS Agency shall work together to provide additional creative solutions to support the health and welfare of community members through the utilization of fire and ambulance personnel to conduct programs such as reduction of repeat hospital visits with patient home follow-up, transportation to alternate locations.

B. Contractor shall meet and confer on the potential implications of local Community Paramedic programs. All programs must be approved by ICEMA.

C. Contractor will provide Rapid Resource Vehicles with the approval of ICEMA and area hospitals to provide additional staff, system resources, replenish stretchers and other equipment, with the goal of reducing Ambulance Patient Offload Delays (APOD).

D. Behavioral Health Units - Contractor will consult with ICEMA and the ICEMA Medical Director on the implementation of its new secure Behavioral Health Transportation vehicles to reduce emergency department waiting time and unnecessary ambulance transport. This new added service will be available on April 1, 2024

10.11 COMMUNITY EDUCATION

A. Training a Future Workforce – As part of a recruiting and hiring approach, within one (1) year of startup, Contractor will provide free EMT training and certification to entry level trainees who want to begin a career in EMS. Contractor will partner with a local community college and its continuing education program to support multiple EMT Academies each year with paid tuition and testing fees.

B. Upon graduation and passing of the National Registry EMT exam, EMTs will work initially on Contractor ambulances for a specified period of time. EMTs will then have preferred placement when local fire service agencies recruit for firefighter-EMT positions if they so choose.

C. Contractor will support prevention and system access through community education programs provided to schools, and community groups. Contractor shall lead or participate in such programs working collaboratively with ICEMA, other public safety and EMS-related groups.

D. Contractor will annually plan and implement definitive community education programs, which will include the identification of and presentation to key community groups which influence the public perception of the EMS system's performance. Programs offered but not limited to:

   (1) Chest Pain Awareness and hands only CPR training events

   (2) "Stop the Bleed" education

   (3) Fall Prevention programs

   (4) Fill the ambulance charity event

   (5) Participation in "EMS Week" and other educational activities involving prevention, system awareness, system access and appropriate use of the EMS system.

E. Collaborate with ICEMA and invite fire agencies to participate in offering free of charge education to skilled nursing facilities on effective access and efficient utilization of the 911 system on an annual basis. This program will build relationships that influence the public's perception of the EMS system within these care communities and provide training to facility staff on:

(1) San Bernardino County's EMS response.

(2) How to be prepared when calling 911.

(3) Requests for EMS with Physician Ordered Life Sustaining Treatment (POLST) in place.

(4) What EMS responders will need when they arrive.

F. Partner with the California Highway Patrol (CHP) "Every 15-Minutes" and other Driving Under the Influence (DUI) reduction programs.

G. Provide event planning support, EMS staff, and equipment for programs in the County as requested by CHP.

10.12 ENVIRONMENTAL REQUIREMENTS

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

10.13 RECYCLING

San Bernardino County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. Contractor shall make reasonable efforts to comply with County Policy 11-08, The County, therefore, encourages its Contractors to recycle appropriate materials offered by the waste disposal services in the area, and reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible, and reuse appropriate items when possible. Also important is the proper disposal of toxic, flammable, biohazard and/or hazardous materials.

Some examples of environmentally friendly practices include:

A. Backhauling product packaging to the supplier for reuse or recycling.

B. Shipping in bulk or reduced packaging.

C. Using soybean-based inks for packaging printing.

D. Using recycled product packaging or using recyclable or reusable packaging material the County encourages all Contractors for goods and services to adhere to these principles where practical.

10.14 CONFORMITY WITH LAWS AND SAFETY

In performing services under this Agreement, Contractor shall observe and comply with all applicable

laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties, and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

10.15 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

Employment Discrimination

A. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
B. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
C. Contractor shall recruit vigorously and encourage minority - and women- owned businesses to bid its sub-contracts.
D. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
E. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

10.16 DRUG AND ALCOHOL-FREE WORKPLACE

Contractor shall maintain a drug and alcohol-free workplace. Contractor shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any facility or work site.

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing services under this Contract:

Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

10.17 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance provided, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

10.18 ACCIDENTS

A. If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement and/or warrants submission of an ICEMA Unusual Occurrence Report (as per ICEMA Policy), Contractor shall immediately notify the County, but not more than two hours following the incident, by contacting the ICEMA designated EMD Center and speaking with ICEMA Duty Officer on call. Doing so is mandatory prior to any news or social media release by contractor.
B. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant the County the opportunity to review and inspect such evidence, including the scene of the accident, provided, however, this shall not be construed to require contractor to disclose communications privileged under attorney-client privilege or correspondence created under the attorney work product doctrine
C. Contractor to have a policy prohibiting the taking and release of photos of patients or victims by any device unless officially directed to do so by a specifically authorized contractor manager(s).

10.19 WORKER'S COMPENSATION

Contractor shall provide Workers' Compensation insurance, in accordance with Exhibit 4, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

10.19 FORCE MAJEURE

In the event the Scope of Work (as detailed in the Request for Proposals [RFP] Section IV) is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions or otherwise affects San Bernardino County and the Contractor's labor or supply chain, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. If one party believes a Force Majeure event has occurred, they shall promptly notify the other party. Both parties shall meet and confer to discuss ways to mitigate the potential impacts of the Force Majeure event.

SECTION XI - FISCAL REQUIREMENTS

11.1 PRICING, BILLING, AND COLLECTIONS

A. The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.

B. Contractor shall be entitled to charge patients for the services rendered according to the User Fee Schedule in Exhibit 2. Contractor shall not discount its rates less than the rates set forth in Exhibit 2, except where required by law (e.g., Medicare or Medicaid, or where a patient meets Contractor's Compassionate Care Policy).

C. Contractor shall submit any requested revisions to this list of charges to the ICEMA Administrator for approval prior to instituting any new charges. Such approval shall be in the sole discretion of the ICEMA Administrator. Approval, however, shall not be unreasonably withheld.

D. Contractor shall not receive a subsidy from the County for the performance of any services described within this Agreement. Nothing herein shall prohibit the County from entering into a separate agreement(s) with Contractor. Nothing herein shall be construed as prohibiting Contractor from applying for and/or receiving other forms of revenue, reimbursement or compensation through other lawful sources, including, without limitation, programs such as Ground Emergency Medical Transportation (GEMT) authorized by the Centers for Medicare and Medicaid Services.

11.2 DEDICATED STANDBY

Contractor may negotiate its usual and customary responsible party fees for a private organization that requests a dedicated ALS or BLS standby ambulance at a special event. Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services. Contractor reserves the right to sub-contract standby services to ICEMA approved ambulance providers.

11.3 MEDICARE AND MEDI-CAL

Contractor shall not reject patients on the basis of insurance coverage or carrier, including accepting Medicare and Medi-Cal assignment for patient treatment and transport.

11.4 AMBULANCE TRANSPORT RATE ADJUSTMENTS

Ambulance rates may be adjusted annually in accordance with County Ordinance and ICEMA Policy.

11.5 BILLING AND COLLECTION SERVICES

A. Contractor is responsible for considerate billing and collection practices. Contractor's collection practices shall follow all State and Federal collection laws and regulations. Contractor's accounts receivable management system will be capable of timely response to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.

B. Contractor will have personnel available at the Contractor's local headquarters, accessible via a toll-free phone number to provide an initial response to questions regarding patient bills. The

Contractor will provide interpreter service, relative to billing and collections, to parties having limited English proficiency.

C. Contractor will have a billing and collections system that is well-documented, easy to audit, customer- friendly, assists in obtaining reimbursement from third party sources, and is capable of electronically filing Medicare and Medi-Cal billing claims.

D. Direct patient billing statements will be itemized so that all charges are clearly explained. The accounts receivable management system will automatically generate Medicare and Medi-Cal billing forms electronically or on paper.

E. If a patient is initially billed directly, Contractor's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.

F. If a patient has no third-party coverage, Contractor will have a liberal installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

11.6 COMPASSIONATE CARE PROGRAM

A. Contractor shall have a written financial hardship/compassionate care policy which shall apply to patients who do not have medical insurance and who have limited financial capacity. Policy to be made available upon request.

B. Contractor will implement programs that assist patients who are financially challenged, including:

(1) Discounted payment plan for services for uninsured or self-pay patients who demonstrate financial need.
(2) Payment plan available upon request for patients who demonstrate they require extra time paying off medical bills.
(3) Charity care plan for uninsured patients who are considered indigent under federal poverty guidelines.
(4) Compassionate care may be considered upon the submission by the patient or the patient's legal representative of a Fee Waiver Application.

C. A patient is determined eligible for the program based on their income level in comparison to the Federal Poverty Level (a patient must make within 125% of the level).

11.7 ACCOUNTING AND PAYMENTS TO ICEMA

A. Invoicing and Payment for Liquidated Damages

ICEMA shall render its invoice for any liquidated damages to the Contractor within thirty (30) business days of the end of the Contractor's monthly performance period. The Contractor shall pay ICEMA on or before the 30th day after receipt of the invoice. A five percent (5%) late payment charge will be assessed monthly on any payment made after the due date. If Contractor disputes any of the invoiced amounts, the parties shall meet to try and resolve the dispute during this thirty-day period. If they have not been resolved to satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts. Failure of Contactor to pay liquidated damages to ICEMA as specified within the timeline identified herein shall constitute material breach of this Agreement.

B. Payment and Service Charges

(1) ICEMA will issue an invoice to the Contractor each quarter, Contractor is required to pay a service charge in accordance with the cost of contract compliance monitoring as set by ICEMA and the Board of Supervisors. This service charge is intended to offset ICEMA's cost of oversight of Contractor's operations. The contract compliance monitoring service charge is estimated to be $1,800,000 for the first year of the contract and will receive an annually Consumers Price Index (CPI) adjustment. The Contractor will pay the following service charges as estimated below:

Estimated Annual Services	
Emergency Medical Services (EMS) Agency Oversight & Monitoring services	$1,800,000
ImageTrend, Annual estimate	$180,000
FirstWatch, On-line Compliance Utility (OCU), FirstPass Initial	$100,850
FirstWatch, OCU, FirstPass Annual	$17,356
ICEMA Designated Emergency Medical Dispatch (EMD) Center	$917,275

(2) Payments shall be made quarterly with the first payment due the last day of the month following the previous quarter. The annual aggregate payment shall not exceed the ICEMA's actual costs for management and regulatory activities associated with the contract.

(3) All payments to ICEMA by Contractor shall be due the last day of the month following the previous quarter. A late payment charge of five percent (5%) shall be assessed monthly if no payment is received by the last day of the next month. In the event Contractor's payments are not paid within 90 days, County may place Contractor in breach.

(4) ICEMA may increase the fees listed in this section annually beginning April 1 of each year, however, such increases may not exceed the Riverside-San Bernardino-Ontario Consumer Price Index (Riverside-San Bernardino-Ontario CPI) increases for the previous year.

(5) Contractor shall pay all liquidated damages and/or other financial payments to ICEMA pursuant to the terms of this Agreement.

11.8 TAXES

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

SECTION XII - GENERAL AGREEMENT REQUIREMENTS

12.1 TRAINING DOCUMENTATION RETENTION

Contractor shall ensure that all personnel subject to training requirements have obtained all necessary education. At all times, Contractor shall retain copies of the current training documentation including but not limited to course completion certificates for all paramedics and EMT-Basics performing services under this Agreement while employed and for 5-years thereafter.

12.2 AUDITS AND INSPECTIONS

A. Contractor shall maintain separate full and accurate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles.

B. With reasonable notification and during normal business hours, ICEMA, its authorized agents, officers, or employees, shall have the right to review all business records including financial records of Contractor pertaining to this Agreement. All records shall be made available to ICEMA at the ICEMA office or other mutually agreeable location. ICEMA may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment contracts.

C. Contractor shall make available a year-end financial report to the ICEMA Administrator for review. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures. Statements shall be available to the ICEMA Administrator on an annual basis within one hundred twenty (120) calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the San Bernardino County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for San Bernardino County contract services available to ICEMA to audit as requested.

D. Contractor may be required to provide ICEMA with periodic report(s) in the format approved by ICEMA Administrator to demonstrate billing compliance with approved/specified rates.

12.3 ANNUAL PERFORMANCE EVALUATION

A. The County will evaluate the performance of the ambulance provider annually through the Emergency Medical Care Committee (EMCC) as stated in Section 1.4. Contractor shall submit to ICEMA, an annual performance report as required by ICEMA Administrator, which at a minimum, shall include the following in the performance evaluation:

(1) Documentation of Contractor's overall compliance with the terms and conditions of this Agreement.

(2) Objective and auditable documentation of Contractor's quarterly financial operations statements and annual audited report demonstrating financial performance and stability.

(3) Documentation of actions of Contractor's personnel in collaborating with ICEMA and system stakeholders to deliver efficient, effective, and compassionate prehospital care to the residents and visitors of the County.

(4) Objective and subjective documentation of satisfaction of Contractor's customers; and

(5) Objective documentation of community engagement by Contractor, including education and prevention activities.

Note: The decision to extend or renew a contract is at the sole discretion of the County, regardless of the results of the EMCC annual evaluation.

12.4 CONTINUOUS SERVICE DELIVERY

A. Contractor agrees that, in the event of a material breach by Contractor, Contractor will work with the County to ensure continuous and uninterrupted delivery of services that meet or exceed all performance standards under the Agreement, regardless of the nature or causes underlying such breach.

B. Contractor agrees that there is a public health and safety obligation to assist County in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

12.5 DISPUTE RESOLUTION

In the event of a material dispute between the parties which is not resolved through the provisions as described herein, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith. If, after a good-faith attempt, the dispute is not resolved, County and Contractor may agree to non-binding mediation or arbitration to resolve any material dispute or material claim between them arising out of this Agreement or any resulting transaction before resorting to other court action.

A. Fees and Costs
The mediation or arbitration fee, if any, shall be divided equally among the parties involved. Each party would bear their own costs.

B. Discovery
In advance of the mediation or arbitration, the parties shall voluntarily exchange all non-confidential and non-exempt documents requested by the other party that relate to the dispute.

C. Confidentiality
Any mediation or arbitration proceeding shall be confidential and shall not be admissible in a subsequent proceeding.

12.6 LAME DUCK PROVISIONS

Conditions:

A. Should this Agreement not be renewed or extended, or if ICEMA has indicated its intent to enter into a procurement process to seek a different emergency ALS, BLS, IFT or CCT, including 911 emergency response service provider, Contractor agrees to continue to provide all services required in and under this Agreement until the County or a new entity approved by ICEMA assumes service responsibilities. Under these circumstances, Contractor will serve as a lame duck Contractor for an extended period of time, which could be a year or longer. To ensure continued performance fully consistent with the requirements in this Agreement through any such period, the following provisions shall apply:

B. Contractor shall continue all operations and support services at the same level of effort and

performance as were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with provisions of this Agreement related to qualifications of key personnel. Neither shall the Contractor inflate costs that a new Contractor would be required to assume.

C. Contractor shall make no changes in methods of operation that actually reduce or could reasonably be considered to be aimed at reducing Contractor's service and operating costs to maximize or affect a gain during the final stages of this Agreement.

D. Contractor shall make no changes to employee salaries during this period that could reasonably be considered to be aimed at increasing costs to the incoming provider. Regularly scheduled increases based on length of service or contained in pre-existing binding contracts or labor agreements will be allowed.

E. Should there be a change in provider, the current service provider shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Bidders and shall allow without penalty its employees to sign contingent employment agreements with competing Bidders at employees' discretion. The current service provider acknowledges and agrees that non-exempt personnel, EMT-Basics, and paramedics, working in the EMS system have a reasonable expectation of long-term employment in the system, even though contractors may change. However, the current service provider may prohibit its employees from assisting competing Bidders in preparing proposals by revealing trade secrets or other information about the current service provider business practices or field operations.

F. The County recognizes that if another organization should be selected to provide service, the current service provider may reasonably begin to prepare for transition of service to the new entity. ICEMA shall not unreasonably withhold its approval of the current service provider request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair the current service provider performance during this period.

G. Should the County select another organization as a service provider in the future, the current service provider personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse employment action, interference, or retaliation by the current service provider or County.

12.7 FEDERAL HEALTHCARE PROGRAM COMPLIANCE PROVISIONS

Contractor and County shall comply with all applicable federal laws, rules and regulations for operation of its enterprise, emergency ambulance services, including 911 emergency response system and those associated with employees.

12.8 MEDICARE COMPLIANCE PROGRAM REQUIREMENTS

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers, published in the Federal Register at 68 Fed. Reg. 14245 (March 24, 2003).

12.9 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

CONFIDENTIALITY

A. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

12.10 PERMITS AND LICENSES

A. Contractor shall be responsible for and shall hold all required federal, state or local permits or licenses required to perform its obligations under the agreement.

B. Contractor shall make all necessary payments for licenses and permits for the services and for issuances of state permits for all ambulance vehicles used.

C. Contractor shall schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services.

D. Contractor shall ensure that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

12.11 COMPLIANCE WITH LAWS AND REGULATIONS

All services furnished by Contractor under this Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.

12.12 RETENTION OF RECORDS

Contractor shall retain all documents pertaining to this Agreement as required by Federal and State laws and regulations no less than seven (7) years from the end of the fiscal year following the date of service, and until all Federal/State audits are complete and exemptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States (US) Government.

12.13 PRODUCT ENDORSEMENT/ADVERTISING

Contractor shall not use the name of San Bernardino County or ICEMA for the endorsement of any commercial products or services without the prior express written permission of the ICEMA Administrator.

12.14 OBSERVATION AND INSPECTIONS

A. An ICEMA representative may ride along on any of Contractor's ambulances or supervisor vehicles at any time to observe Contractors staff to ensure they conduct themselves in a professional and courteous manner, are following ICEMA policies and procedures, are at all times respectful to patients, other first responders, hospital staff and Contractor's employees.

B. An ICEMA representative may inspect any of Contractor's ambulances or supervisor vehicles at any time to ensure they meet the requirements of this Agreement.

C. At any time during normal business hours and as often as may be reasonably deemed necessary by ICEMA, ICEMA or San Bernardino County representatives may observe Contractor's office operations, and Contractor shall make available to ICEMA for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to this Agreement. ICEMA may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel (subject to privacy and HIPPA statutes) and other records, daily logs, employment contracts, and other documentation for ICEMA to fulfill its oversight role.

D. Contractor shall provide access to various monitoring systems used by Contractor, including but not limited to Electronic Patient Care Record (ePCR), Computer Aided Dispatch (CAD), Automatic Vehicle Location (AVL), mapping, system status management, operational and clinical performance, as well as screens for displaying dynamic data and information contained therein at ICEMA. Contractor shall also ensure remote access to the same systems for authorized personnel as specified by the ICEMA Administrator at Contractor's cost.

12.15 OMNIBUS PROVISION

Contractor understands and agrees that for five years following the conclusion of this Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives or agencies, the specifications and subsequent contracts, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

12.16 RIGHTS AND REMEDIES NOT WAIVED

Contractor covenants that the provision of services to be performed by Contractor under this Agreement shall be completed without compensation from the County, except as specified herein. The acceptance of work under this Agreement shall not preclude an action for failure to perform work later discovered not to have been performed in accordance with this Agreement.

12.17 CONSENT TO JURISDICTION

Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in all actions and proceedings between the parties hereto arising under or growing out of this Agreement. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this

Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

12.18 END-TERM PROVISIONS

Contractor shall have ninety (90) days after termination of this Agreement or any lame duck period in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of this Agreement at the end of the term.

12.19 ATTORNEY'S FEES AND COSTS

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

12.20 INDEPENDENT CONTRACTOR

A. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County or ICEMA in any capacity whatsoever, and County or ICEMA shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

B. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County and ICEMA harmless from any and all liability which County or ICEMA may incur because of Contractor's failure to pay such amounts.

C. In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County or ICEMA.

D. Contractor agrees to perform their said work and functions at all times in strict accordance with currently approved methods and practices in their field and that the sole interest of ICEMA is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by ICEMA concerned.

12.21 INDEMNIFICATION

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and ICEMA and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, Including the acts, errors or omissions of any person and for any costs or expenses incurred by the County or ICEMA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's or ICEMA's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

12.22 INSURANCE

Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies as designated in the attached Exhibit 4 and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit 4 shall be named as an additional insured on Contractor's auto liability, general liability, and cyber liability policies, if applicable. A Waiver of Subrogation is required for said coverage as well as Worker's Compensation. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

12.23 PERFORMANCE SECURITY

A. Contractor shall obtain and maintain in full force and effect, throughout the term of this Agreement, a twenty-million-dollar ($20,000,000) performance security bond or irrevocable Letter of Credit to guarantee our performance within the scope of this Agreement.

B. The performance security bond or irrevocable Letter of Credit will be payable without condition to San Bernardino County as detailed in Section 13.3, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable letter of credit shall guarantee to the County.

C. The performance bond must be issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the County.

12.24 CONFLICTS OF INTEREST

Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would amount to a prohibited conflict of interest under state or federal law with regards to services provided under this Agreement.

12.25 DEBARMENT AND SUSPENSION

Contractor certifies that neither it nor its principals or subcontracts is presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website https://www.sam.gov). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing.

12.26 OWNERSHIP OF DOCUMENTS

A. The County and ICEMA understand that certain information pertaining to Contractor's operations are considered trade secrets and not readily apparent to the public or other organizations. The Contractor has taken substantial efforts to protect this information as well as the personal and private information of its key personnel and employees. The County and ICEMA shall not disclose or use Contractor's trade secrets without express written permission of the Contractor, except as otherwise necessary for the administration of this Agreement or as required by law. The County and ICEMA shall not disclose or use personal and private information of Contractor's key personnel, except as otherwise permitted or required by law, without the express written permission of the person or Contractor.

B. In the event that the County or ICEMA receives a request for records pursuant to the California Public Records Act and such request involves records produced by the Contractor or containing descriptions of the Contractor's operations, it shall withhold or redact information that it reasonably believes is a trade secret under California Civil Code section 3426.1(d), unless disclosure of such information is otherwise authorized by Contractor in writing. The County shall notify Contractor of any such Public Records Act request within five (5) days of the request. The County or ICEMA shall consult with Contractor to determine whether information is a trade secret, or otherwise exempt from disclosure. Contractor acknowledges that the County or ICEMA has an independent obligation to control the disclosure of information requested under the Public Records Act pursuant to California Government Code section 7921.005. If litigation is filed against the County or ICEMA seeking disclosure of information withheld as trade secrets, Contractor shall defend, indemnify, and hold the County or ICEMA harmless from and against all claims of liability, including attorney's fees incurred by those demanding disclosure of such documents.

12.27 MODIFICATION AND AMENDMENT

The terms of this Agreement may be modified by mutual consent of County and the Contractor in writing.

12.28 SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

12.29 ASSIGNMENT

A. A consideration of this Agreement is the personal reputation of both parties; therefore, Contractor shall not assign any interest in this Agreement or subcontract any of the services

Contractor is to perform hereunder without the prior written consent of County. Consent may be withheld at the County's sole discretion. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by Contractor, or to perform any of the remaining services required under this Agreement within the same time frame required of Contractor.

B. If Contractor changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by Contractor. Failure of Contractor to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

12.30 THIRD PARTY BENEFICIARIES.

Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

12.31 ELECTRONIC SIGNATURES.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail 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 Contract upon request.

SECTION XIII – BREACH AND PROVISIONS FOR TERMINATION

13.1 MATERIAL BREACH AND PROVISIONS FOR TERMINATION OF THIS AGREEMENT

A. County shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches this Agreement and fails to correct such material breach within thirty (30) days following the service on it of a written notice by County specifying the material breach complained of and the date of intended termination of rights hereunder absent cure.

B. County reserves the right to immediately terminate or cancel this Agreement if in the determination of ICEMA Executive Officer's continued service by Contractor poses an imminent threat to the general public health and safety.

13.2 DEFINITIONS OF BREACH

A. Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:

(1) Willful failure of Contractor to operate the emergency and advanced life support (ALS) ambulance services including 911 emergency response system in a manner which enables County or Contractor to remain in substantial compliance with the requirements of the applicable federal, state, and County laws, rules, and regulations. Individual minor infractions of such requirements shall not constitute a material breach, but such willful and repeated breaches shall constitute a material breach.

(2) Willful falsification of data supplied to County by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under Agreement.

(3) Willful failure by Contractor to maintain equipment in accordance with good maintenance practices.

(4) Deliberate and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period.

(5) Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Bidders during a subsequent proposal cycle.

(6) Willful attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations.

(7) Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance.

(8) Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures.

(9) Repeated failure of Contractor to meet response time compliance, meet in good faith to collaboratively address outliers, and/or Clinical Performance Measure requirements after receiving notice of non-compliance from ICEMA Administrator.

(10) Repeated failure of Contractor to pay any liquidated damages to ICEMA on or before the 30th day after receipt of the invoice.

(11) Failure to employ Key Personnel or suitable replacement(s) approved by and performing to the satisfaction of ICEMA Administrator and/or ICEMA Medical Director at any time during the course of this Agreement term.

(12) Failure of Contractor to provide and maintain the required insurance as described in Exhibit 4.

(13) Repeated failure to provide data and/or reports generated in the course of operations, including, but not limited to, dispatch data, patient care data, response time data, or financial data, within the time periods specified.

(14) Any failure of performance, clinical or other, which is determined by the ICEMA Administrator and confirmed by the ICEMA Medical Director to constitute an imminent threat to the general public health and safety.

(15) Failure of Contractor to comply with the vehicle lease provisions, if applicable.

13.3 COUNTY'S REMEDIES

A. Termination:

(1) If conditions or circumstances constituting a material breach exist, County shall have all rights and remedies available at law and in equity, specifically including the right to terminate this Agreement. Termination shall not affect any rights or obligations of the parties that accrued prior to the date of termination.

(2) In the event of an uncured material breach, County shall also have the right to demand and draw upon the performance security bond or irrevocable letter of credit in full.

B. Emergency Takeover

(1) The County shall have the right to pursue Contractor for damages and the right of Emergency Takeover including, but not limited to as set forth in Section XIII in accordance with Section 13.7 of this Agreement.

(2) All County's remedies shall be non-exclusive and shall be in addition to any other remedy available to the County.

13.4 PROVISIONS FOR CURING MATERIAL BREACH

A. Specifications:

(1) In the event the County Board of Supervisors determines that there has been a material breach by Contractor of the standards and performances as described in this Agreement, which breach represents an imminent threat to the general public health and safety, such action shall constitute a material breach of this Agreement. In the event of a material breach, County shall give Contractor written notice, by regular mail, return receipt requested, setting forth with reasonable specificity the nature of the material breach.

(2) Except where ICEMA Administrator determines that the breach presents an imminent threat to the general public health and safety requiring an immediate termination of this Agreement,

Contractor shall have the right to cure such material breach within thirty (30) days of delivery of such notice and the reason such material breach endangers the public's health and safety. However, within forty-eight (48) hours of receipt of such material breach notice, Contractor shall deliver to ICEMA, in writing, a plan of action to cure such material breach. If, within ICEMA's sole determination, Contractor fails to cure such material breach within the period allowed for cure or Contractor fails to deliver the cure plan to ICEMA within 48 hours, ICEMA may take over Contractor's operations in accordance with Section 13.7 of this agreement. Contractor shall cooperate completely and immediately with ICEMA to affect a prompt and orderly transfer of all responsibilities to ICEMA.

(3) Contractor shall not be prohibited from disputing any such finding of material breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a

(4) Emergency Takeover has been completed.

(5) Contractor's cooperation with and full support of such Emergency Takeover shall not be construed as acceptance by Contractor of the findings and material breach and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of Contractor to cooperate fully with the County to affect a smooth and safe takeover of operations, shall itself constitute a breach of this Agreement, even if it was later determined that the original declaration of material breach by the County was made in error.

(6) For any material breach by Contractor, which does not endanger public health and safety, or for any material breach by County, which cannot otherwise be resolved, early termination provisions that may be agreed to by the parties will supersede these specifications.

13.5 NO WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

13.6 TERMINATION

A. Written Notice:

(1) This Agreement may be canceled immediately by written mutual agreement of the Contractor and the County.

B. Failure to Perform:

(1) If Contractor fails to cure a material breach under the terms of Section 13.4 or the County invokes an Emergency Takeover in accordance with Section 13.7 of this Agreement, County, upon written notice to Contractor, may immediately terminate this Agreement. In the event of such termination, ICEMA may proceed with the Scope of Work (as detailed in the Request for Proposals [RFP] Section IV) in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be partially supported by securing any sum due Contractor under this Agreement or from third-party payors or clients who have paid

Contractor a fee for services within San Bernardino County, without prejudice to County's rights otherwise to recover its damages. ICEMA and Contractor may meet and confer regarding the County's assumption of sums due to Contractor.

13.7 EMERGENCY TAKEOVER

A. Specifications:

(1) In the event ICEMA reasonably determines that an actual, anticipated or threatened material breach has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in the ICEMA Executive Officer's sole determination, such that general public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct the deficiency (as outlined in Section 13.1), the matter shall be presented to the Board of Supervisors. If the Board concurs that a breach has occurred, and that general public health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with County to affect an immediate takeover by ICEMA of Contractor's ambulances, comfort stations, and accounts receivables. Such takeover shall be effective within not more than 72 hours after Board of Supervisors' action.

(2) In the event of an Emergency Takeover, County may lease for a period of twelve (12) months any and all service vehicles used by the Contractor in the performance under the Agreement, including, but not limited to, fully equipped ambulances and Supervisor vehicles, in accordance with the lease form attached as for one dollar ($1.00) per month per vehicle, see Exhibit 7. County may also lease Contractor's comfort stations for one dollar ($1.00) per month per station. County shall have full use of vehicles and equipment and may, at County's sole option, hire another company or entity approved by ICEMA to manage ambulance operations until a replacement provider for the EOA is selected through a procurement process conducted by ICEMA in accordance with the California Emergency Medical Services Authority (EMSA) requirements.

(3) Contractor shall fully cooperate if County elects to lease any or all service vehicles pursuant to the above provision. Alternatively, County may elect to purchase the vehicles at their depreciated value as of the date of such election. County shall have sole discretion as to which vehicles it leases, subleases, or purchases pursuant to these provisions.

(4) Contractor shall deliver ambulances and comfort stations to ICEMA in mitigation of any damages to County resulting from Contractor's material breach. All funds recovered, and equipment leased, subleased, or purchased from Contractor by County will be used for the sole purpose of ensuring continuous emergency ambulance services, including 911 emergency response. Examples of how funds will be used are: personnel salaries and benefits, equipment and supplies, building and vehicle lease payments, and insurance premiums.

(5) ICEMA shall have the right to authorize the use of Contractor's vehicles, equipment and comfort stations by another company or entity. Should County require a substitute Contractor to obtain insurance on equipment, vehicles, or rest stations, or should County choose to obtain insurance on vehicles/equipment/rest stations, Contractor shall be a "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

(6) All of Contractor's vehicles and related equipment necessary for provision of emergency

ambulance services, including 911 emergency response under this Agreement will be delivered to ICEMA during an Emergency Takeover period. Contractor shall maintain and provide to ICEMA a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license numbers, and name and address of lien holder, if any, and all comfort station locations. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide emergency ambulance services, including 911 emergency response hereunder shall be reported to ICEMA within thirty (30) days of said change, sale, transfer or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of Emergency Takeover.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 0 5 2023

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Nathan Cooke
(Print or type name of person signing contract)

Title Interim Director
(Print or Type)

Dated: November 30, 2023

Address 1743 Miro Way Rialto CA 92376

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____	► _____	► _____
John Tubbs II, Deputy County Counsel		
Date 11-28-23	Date _____	Date _____

EXHIBIT 1 - DEFINITIONS

Accredited Center of Excellence (ACE) - Accreditation awarded by International Academies of Emergency Dispatch to dispatch centers that show clear evidence of compliance and consistent performance to standards.

Advanced Life Support (ALS) - Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

Agreement - The contract between San Bernardino County and Contractor awarded pursuant to an RFP.

ALS Unit - An ambulance specially equipped to provide advanced life support services, staffed by at least one EMT and one Emergency Medical Technician (EMT)-Paramedic.

Ambulance - Any vehicle specially constructed, modified, or equipped licensed by the California Highway Patrol if required and used for transporting sick, injured, infirmed, or otherwise incapacitated person and capable of supporting Basic Life Support (BLS) or a higher level of care.

Ambulance Unit - An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Ambulance Zone - The Comprehensive Service Area for San Bernardino County includes (EOAs 1, 2, 3, 4, 5b, 6, 7, 8, 9, 11 and 12a). The Comprehensive Service Area includes 11 EOAs.

Automated External Defibrillation (AED) - A procedure to deliver electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

Ambulance Service - The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance.

AVL - Automatic vehicle locator.

Bariatric Ambulance - An ambulance vehicle modified to carry the severely obese. They have extra-wide interiors and carry "bariatric stretchers" and specialized lifting gear that is capable of carrying very large patients.

Basic Life Support (BLS) - Health and Safety Code Section 1797.60, Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Business Day - Monday through Friday except for holidays as observed per the California Government Code 6700 et seq., or by San Bernardino County.

Cal OSHA - As defined in Health and Safety Code Section 1797.60.

California Division of Occupational Safety and Health Agency (CAL OSHA) - State agency that protects and improves the health and safety of working individuals in California.

Call Reception - The process of answering the telephone and processing information for the caller in an emergency dispatch center.

Call Prioritization - A process in which service requests are prioritized based on predefined and audited criteria.

Cardiopulmonary Resuscitation (CPR) -An emergency procedure that combines chest compressions often with artificial ventilation in an effort to manually preserve intact brain function.

CARES - The Cardiac Arrest Registry to Enhance Survival or CARES was initiated in 2004 as an agreement between the Center for Disease Control and Prevention and the Department of Emergency Medicine at Emory University. CARES was developed to help communities determine standard outcome measures for out-of-hospital cardiac arrest locally allowing for quality improvement efforts and benchmarking capability to improve care and increase survival.

Commission on Accreditation of Ambulance Services (CAAS) - An independent Commission established to set a comprehensive series of standards for the ambulance service industry designed to help increase operational efficiency and decrease risk and liability across the entire spectrum of the organization.

Comprehensive Service Area - The Comprehensive Service Area for this Agreement includes (EOAs 1, 2, 3, 4, 5b, 6, 7, 8, 9, 11 and 12a).

Computer-Aided Dispatch (CAD) - A system consisting of but not limited to associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation, and real-time maintenance of incident database, and providing management information.

Continuous Quality Improvement (CQI) - The approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Contract Materials - Finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.

Contract - The agreement between San Bernardino County, and Contractor awarded pursuant to an RFP.

Contractor - The person or entity awarded a Contract in conformance with the terms of this agreement and any subsequently agreed-upon terms.

County Data - All information, data, and other content, including Confidential Information and other information whether or not made available by ICEMA, San Bernardino County or San Bernardino County's agents, representatives, or users, to a Contractor or potential Contractor or their employees, agents, or representatives, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

County Systems - The information technology infrastructure of San Bernardino County or any of its designees, including computers, software, databases, networks, and related electronic systems. County - San Bernardino County

Critical Care Transport (CCT) – Ambulances staffed with a paramedic or registered nurse, trained at the critical care transport level to provide a higher level of care to patients being transported between licensed healthcare facilities. ICEMA Policy 8020 also allows for a Respiratory Therapist as part of a CCT team.

Deployment - The procedures by which ambulances are distributed throughout the service area. The deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Dispatch Time - Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

Electronic Patient Care Report (ePCR) - A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency - Any real or self-perceived event that threatens life, limb, or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance - An aircraft with emergency medical transport capabilities staffed with at least two (2) ALS providers.

Emergency Ambulance - Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call - A real or self-perceived event where the EMS system is accessed by the 911 emergency access number, a 7-digit non-emergency line, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Department (ED) - An approved receiving department within a licensed hospital.

Emergency Medical Dispatch (EMD) - Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call, and resource priority, and pre-arrival instruction.

EMS Agency – San Bernardino County has joined with Mono and Inyo counties through a Joint Powers Authority (JPA) to create a collective EMS Agency known as Inland Counties Emergency Medical Agency (ICEMA).

EMS Medical Director – shall mean the ICEMA Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Emergency Medical Services (EMS) - This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g., CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS System - The EMS System consists of those organizations, resources, and individuals from whom some action is required to ensure a timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT) - An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued according to that code.

Emergency Medical Technician-Paramedic (EMT-P) - Individual whose scope of practice to provide ALS is according to the California Code of Regulations and who has a valid license issued according to the California Health and Safety Code.

Enroute - The elapsed time from unit alert to unit enroute.

Exclusive Operating Area (EOA) - An EMS area or subarea defined by the emergency medical services plan for which a local EMS Agency, upon the recommendation of a county, restricts operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support as defined in California Health and Safety Code Section 1797.85.

Fire First Responder - BLS and ALS Fire departments in San Bernardino County.

First Responder ALS - Advanced Life Support fire departments or Contractor provided Quick Response Vehicle (QRV) in San Bernardino County.

First Responder BLS - Basic Life Support fire departments in San Bernardino County.

First Responder - An agency with equipment and staff (e.g., fire department, police, or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

Force Majeure - An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

Fractile Response - A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response is calculated as a percentage of the total number of calls. A 90th percentile, or 90 percent, the standard is most commonly used.

Geographical Information Systems (GIS) - A framework for gathering, managing, analyzing and mapping data.

Global Positioning System (GPS) - A system that utilizes satellite data to determine location.

Health Insurance Portability and Accountability Act (HIPAA) - Legislation that provides data privacy and security provisions for safeguarding medical information.

Incident Command System (ICS) - Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

ICEMA Policies and Protocol Manual – The policies and protocols directing the medical operations of emergency medical services for ICEMA participants.
http://www.sbcounty.gov/icema/main/policies_and_protocols.aspx

Inland Counties Emergency Medical Agency (ICEMA) – The regional EMS agency representing San Bernardino, Inyo, and Mono Counties.

Inter-Facility Transports (IFT) - Ambulance transports between healthcare facilities, typically non-emergency following EMS Agency Policy.

Key Employee - Employees of the Contractor jointly identified by ICEMA and the Contractor as possessing unique skill and experience that was a material consideration in EMS Agency's decision to award a contract.

LEMSA - Local EMS Agency

Medical Priority Dispatch System (MPDS) - A set of established protocols utilized by dispatchers to determine the level of response necessary.

MDC - Mobile data computer (also known as MDT- Mobile Data Terminal)

Multi-Casualty Incident (MCI) - An event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be overwhelmed, including delays in treatment of patients with relatively minor injuries or illnesses.

Medical Base Hospital - The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

Medical Director - The San Bernardino County ICEMA Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Medical Protocol - Written standards for patient medical assessment and management.

Mutual Aid/Mutual Assistance - Refers to 1) responses into the San Bernardino County Comprehensive Service Area from a ground transport provider outside the EOA for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2) responses by the Contractor to service areas outside the San Bernardino County Comprehensive Service Area for the purpose of assisting the ground transport provider in an adjacent service area.

National Incident Management System (NIMS) - A systematic, proactive approach to guide departments and agencies at all levels of government, non-governmental organizations, and the private sector to work together seamlessly.

Occupational Safety and Health Agency (OSHA) - Federal agency that protects and improves the health and safety of working individuals.

Online Compliance Utility (OCU) - Software that interprets real-time CAD and ePCR data to produce reports and online tools to track EMS system effectiveness and compliance.

On-Scene - The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle has stopped. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law enforcement to determine it is safe to enter. If an off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of a paved roadway or closed gate.

Paramedic - An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician. Also, known as an EMT-P.

Peak-Load Staffing - The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements. (NOTE: peak-load demand will trigger peak-load staffing coverage.)

Post - A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a "post" may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Priority Dispatching - A structured method of prioritizing requests for an ambulance and first responder services, based upon highly structure telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

Priority 1 Call -A potentially Life-Threatening Emergency Response

Priority 2 Call -A non-Life-Threatening Emergency Response

Priority 3 Call - A non-Emergency Response

Priority 4 Call - A non-Emergency interfacility Transport

Productivity - The measures of work used in the ambulance industry that compare the used resources (unit hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

PST - Pacific Standard Time, including Pacific Daylight Time when in effect.

Public Access Defibrillation (PAD) - A program that places automatic external defibrillators throughout communities.

Quick Response Vehicle (QRV) - A QRV is an authorized emergency non transport vehicle equipped at the ALS level.

ReddiNet - A web-based program designed to address resource management needs providing users the ability to understand the operational status of a hospital or emergency department in order to make critical operational decisions.

Release at Scene (RAS) - Patients refusing treatment and/or transport when the paramedic agrees

there is no need for care.

Response Time - The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Response Zone – Geographic areas classified as Urban, Suburban, Rural, and Wilderness as determined by population density. Response zones have differing response times.

ST-Elevation Myocardial Infarction (STEMI) - A heart attack caused by the complete blockage of a heart artery.

Standardized Emergency Management System (SEMS) - A structure for coordination between the government and local emergency response organizations.

System Standard of Care - The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on- board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

System Status Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Plan (SSP) -A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week.

Transport Volume - The actual number of requests for service that result in patient transport.

Unit Activation Time - The time interval on an ambulance call measured from the time the ambulance crew is first notified to respond until it is enroute to the scene.

Unit Hour - One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio - A measurement that is calculated by dividing the number of responses initiated during a given period of time by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations.

Utilization - A measure of work that compares the available resources (unit-hours) with the actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

EXHIBIT 2 - CONTRACTOR'S RATE STRUCTURE

Contractor shall be entitled to charge the following rate structure listed in Table 2.A:

Table 2A

Ambulance Rate Components	Projected Rate Structure FY 2024-2025 Collective Service Area (CSA) Inclusive Rates (Includes Urban, Suburban, Rural, and Wilderness)
Mileage (A0425)	$ 66.02
ALS Non- Emergency Base Rate (A0426)	$ 3,546.66
ALS Emergency Base Rate (A0427)	$ 4,053.33
BLS Non-Emergency Base Rate (A0428)	$ 2,533.33
BLS Emergency Base Rate (A0429)	$ 3,166.66
ALS 2 Base Rate (A0433)	$ 4,433.33
Critical Care Transport Base Rate (A0434)	$ 5,066.66
Oxygen	$ 350.00
Night Charge	$ 400.00
Wait Time	$ 50.00
EKG	$ 225.00
12 Lead EKG	$ 250.00

EXHIBIT 3 - SAN BERNARDINO COUNTY RESPONSE ZONE MAPS

Definition of Response Zone:

1. Urban - Census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 101 to 500 persons or more per square mile.

2. Suburban - Census places with a population density of 51 to 100 persons per square mile; or census tracts or enumeration districts without census tracts which have a population density of 51 to 100 persons per square mile.

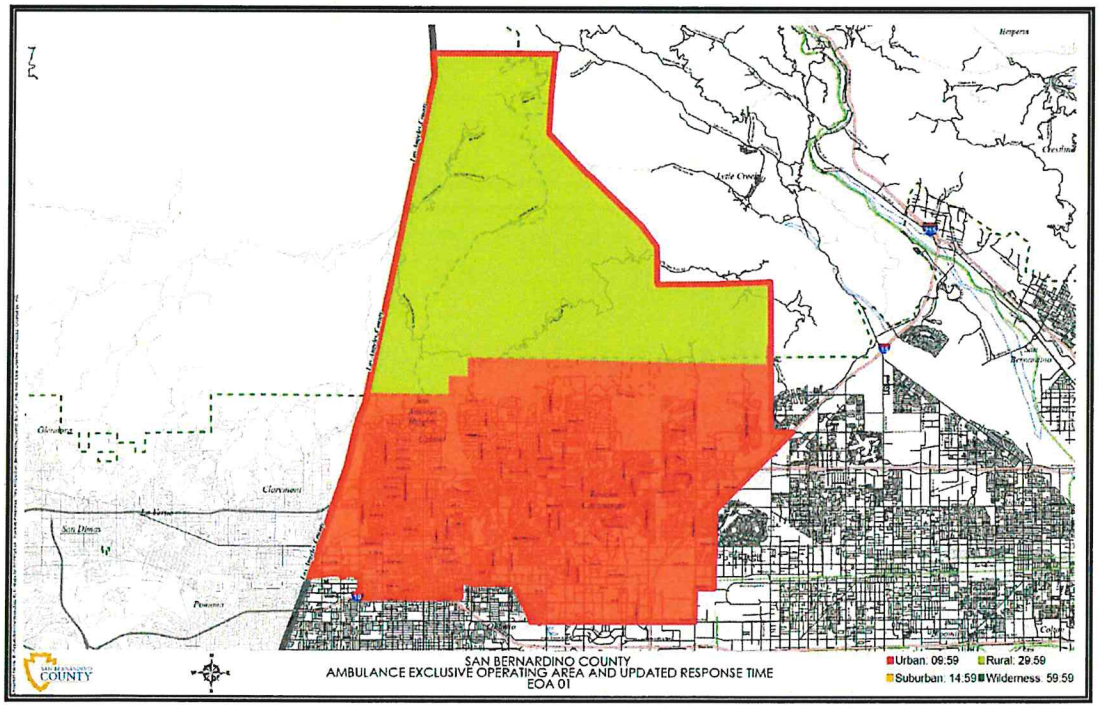
3. Rural - Census places with a population density of 7 to 50 persons per square mile; or census tracts or enumeration districts without census tracts with a population density of seven to 50 persons per square mile.

4. Wilderness - Census tracts or enumeration districts without census tracts that have a population of less than seven persons per square mile.

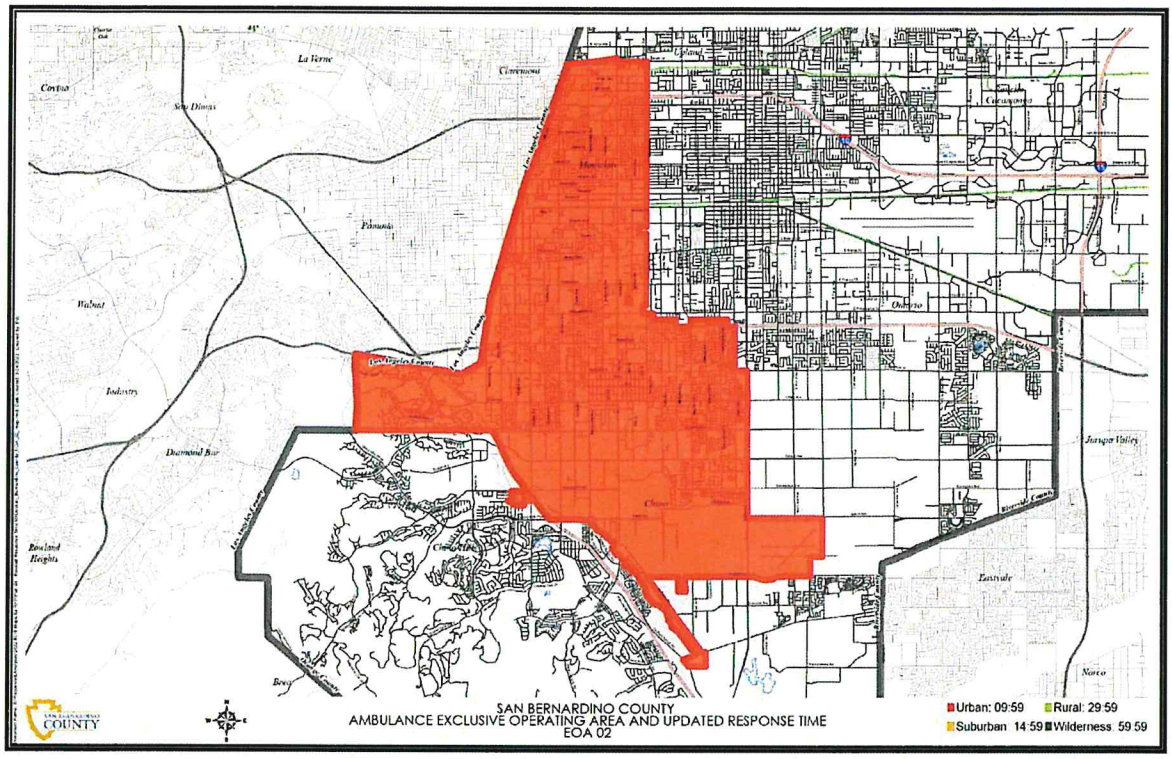
Electronic versions (GIS Shape files) of the maps below are available at:
https://www.dropbox.com/scl/fo/p3krg3bv2r5ogya1oh3xs/h?rlkey=g27krj8wlr2uugi2u8j6va5af&dl=0

Note: Maps were derived from 2020 Census data.
The following maps make up the Comprehensive Service Area EOAs

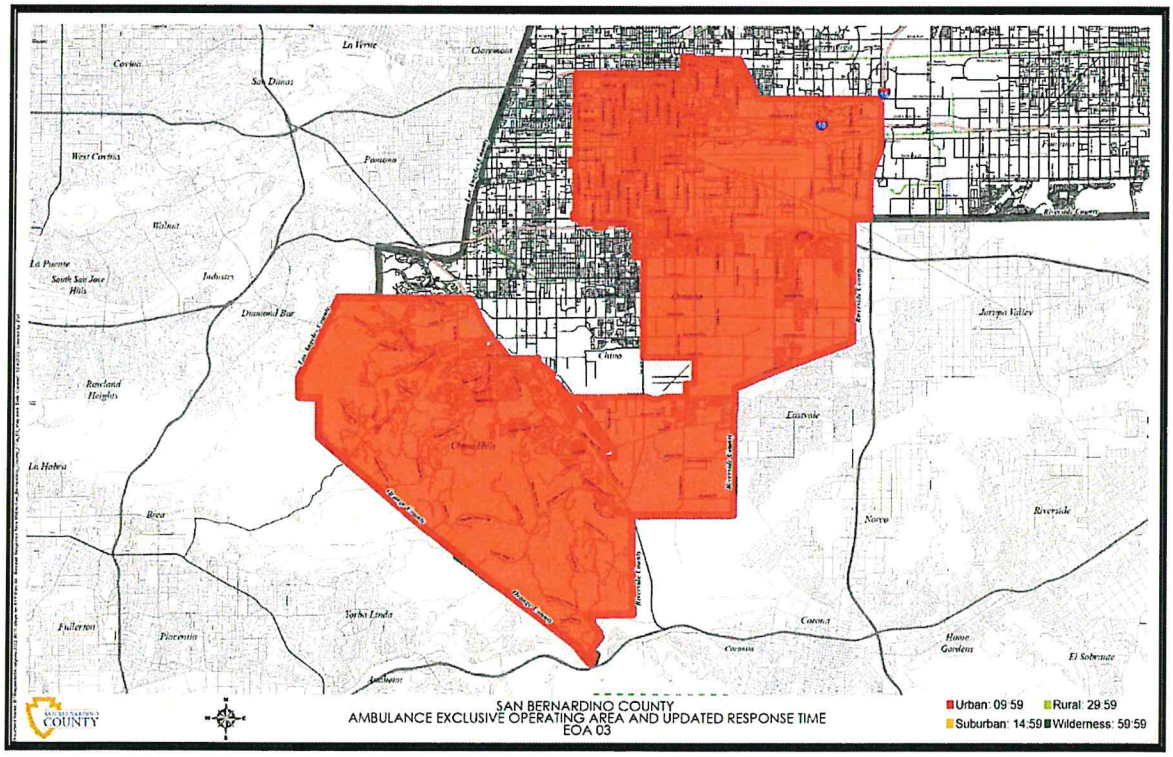
EOA 1



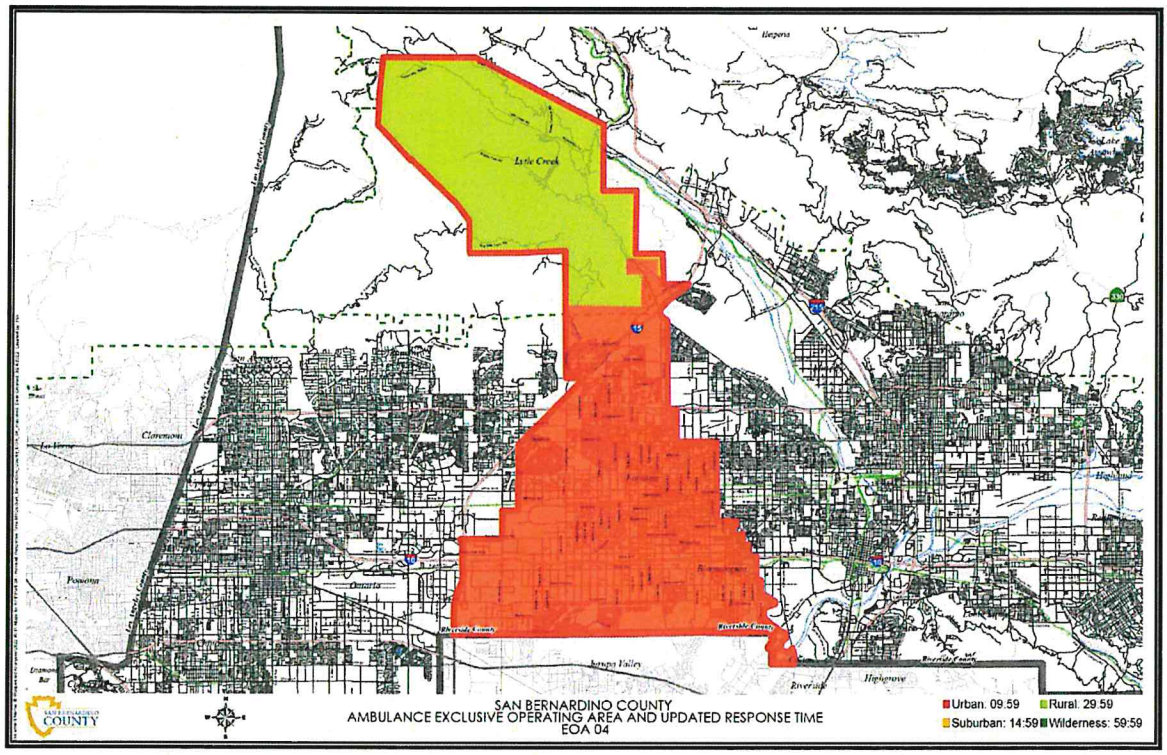
EOA 2


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 02
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

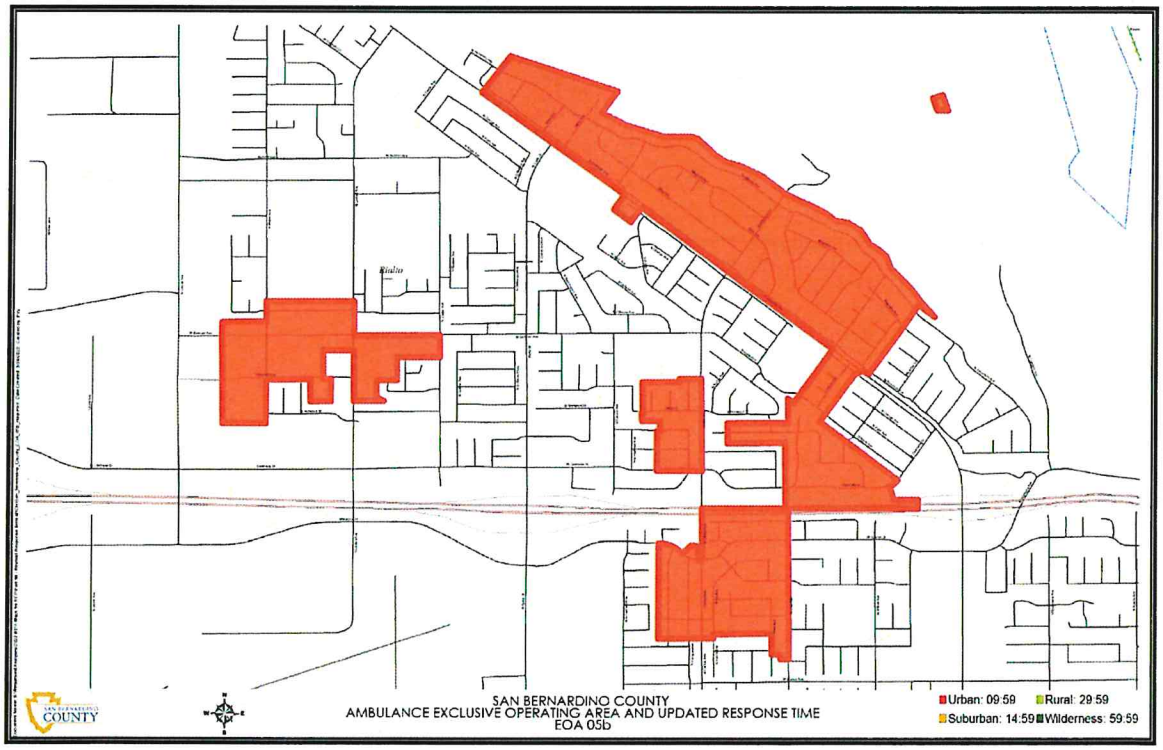
EOA 3


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 03
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

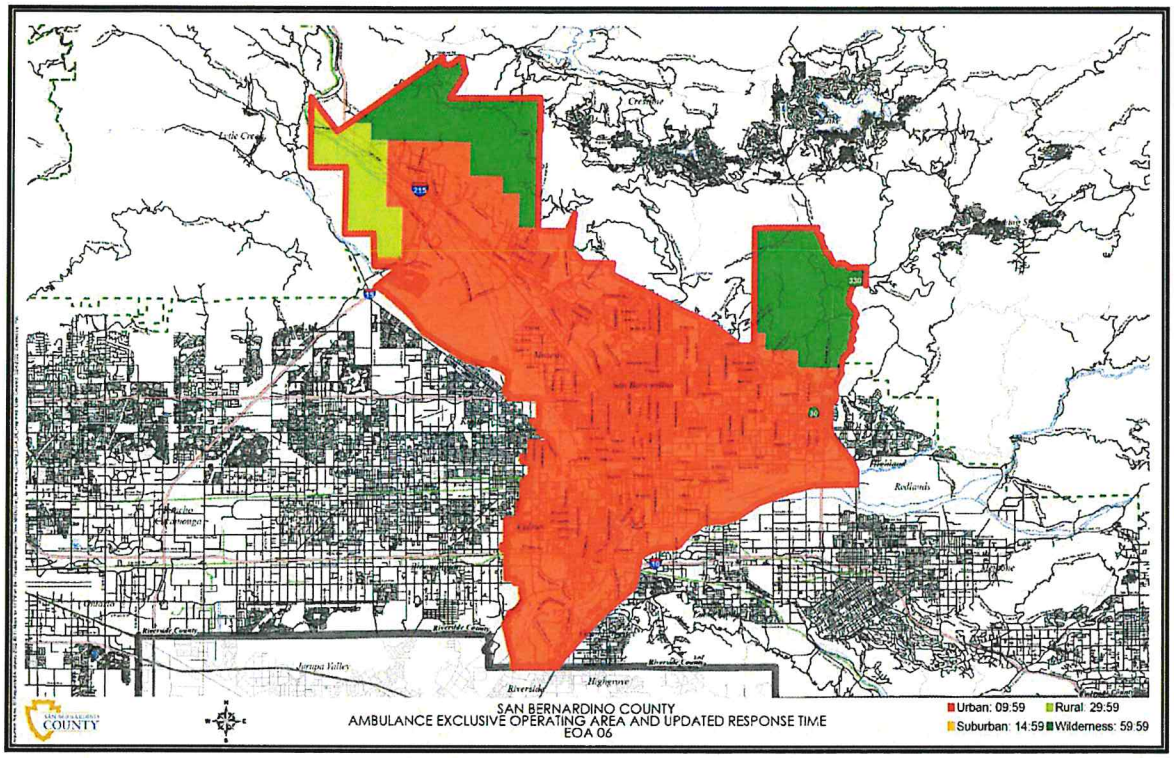
EOA 4


Lytle Creek
Claremont
Pomona
Ontario
Jurupa Valley
Riverside
Highgrove
SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 04
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

EOA 5b


Rialto
SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 05b
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

EOA 6


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 06
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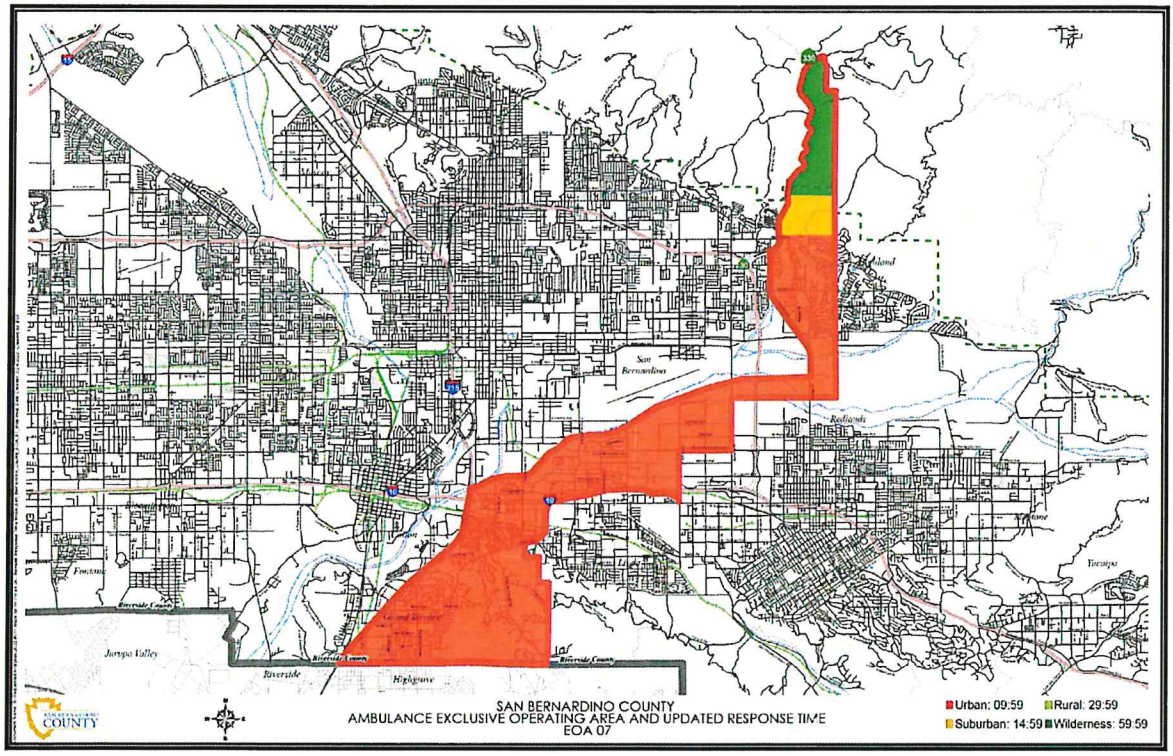
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

EOA 7


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 07
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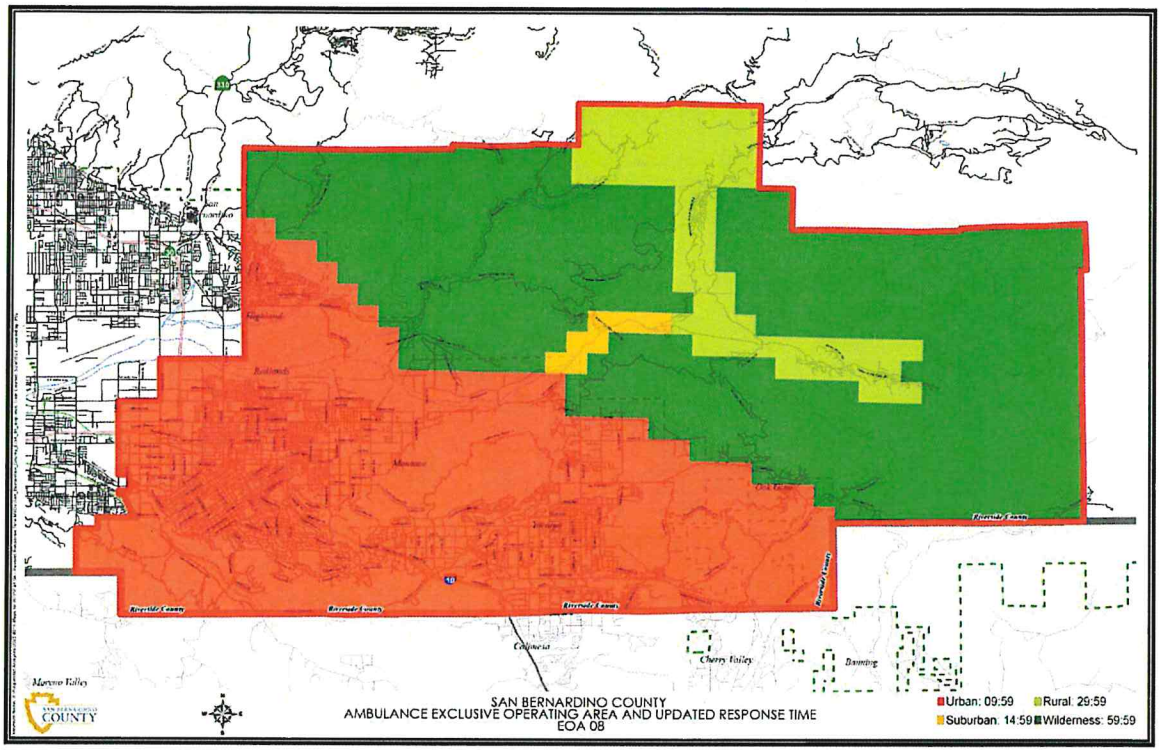
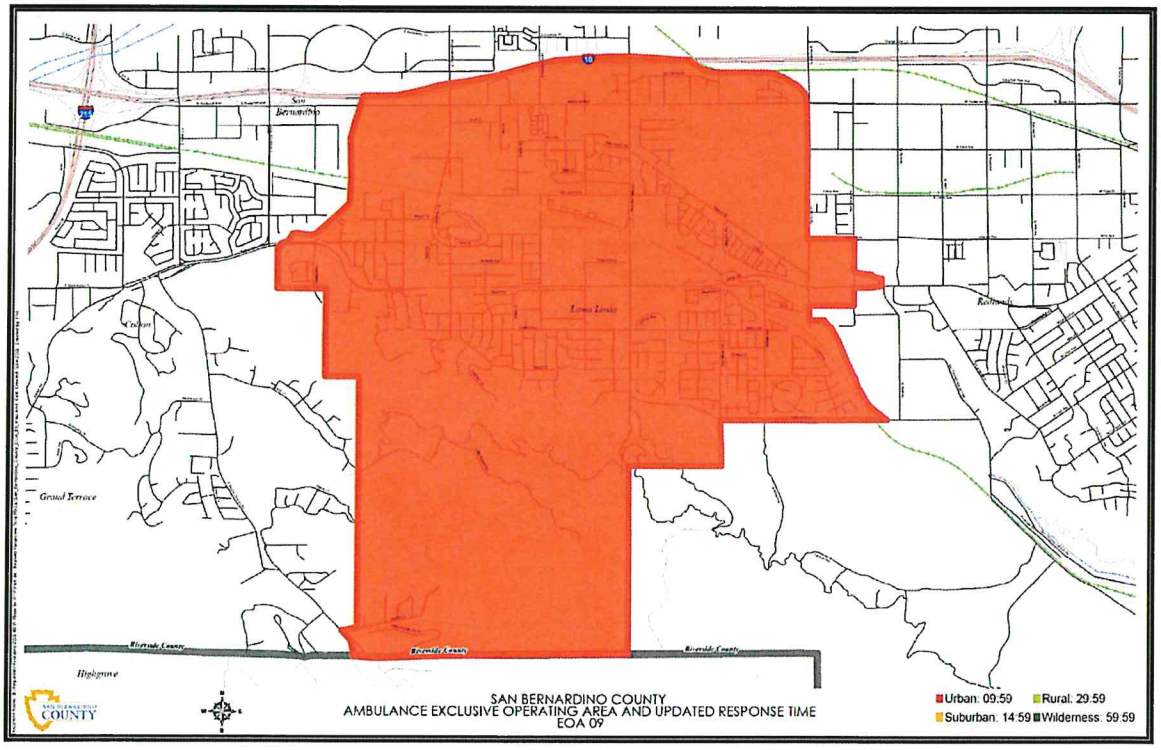
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

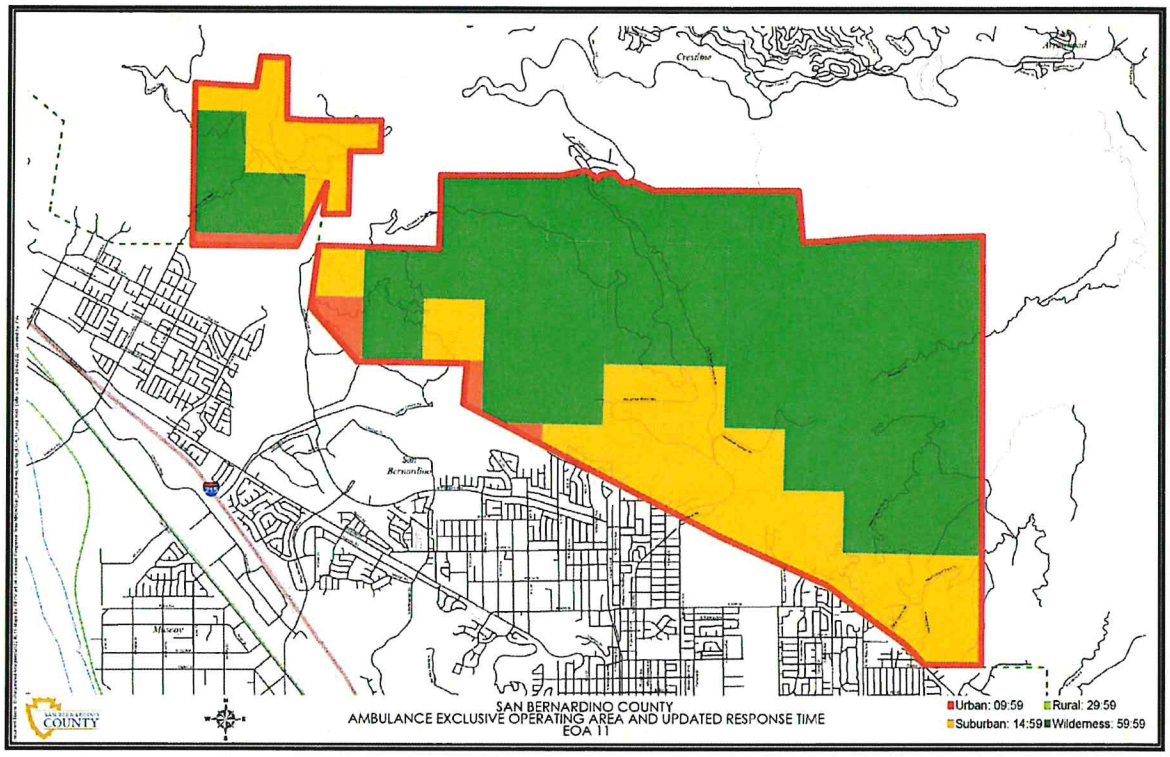
EOA 8


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 08
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

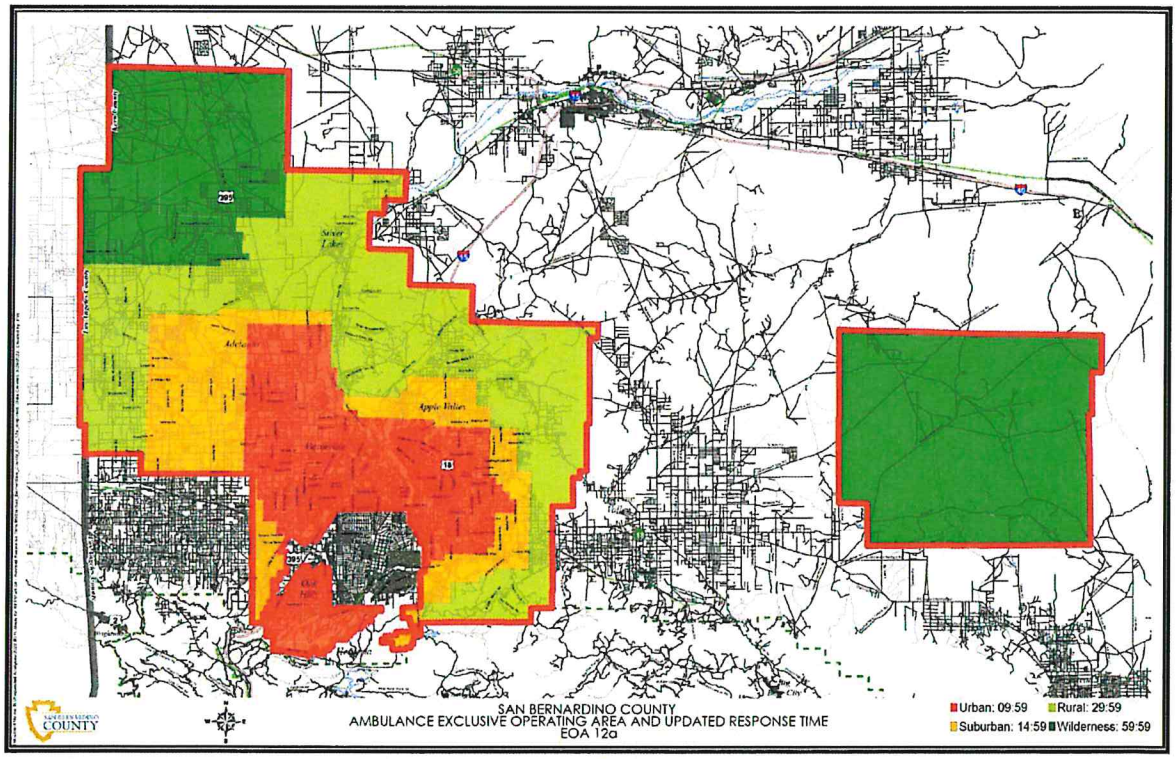
EOA 9


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 09
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

EOA 11



EOA 12a



Comprehensive Service Area

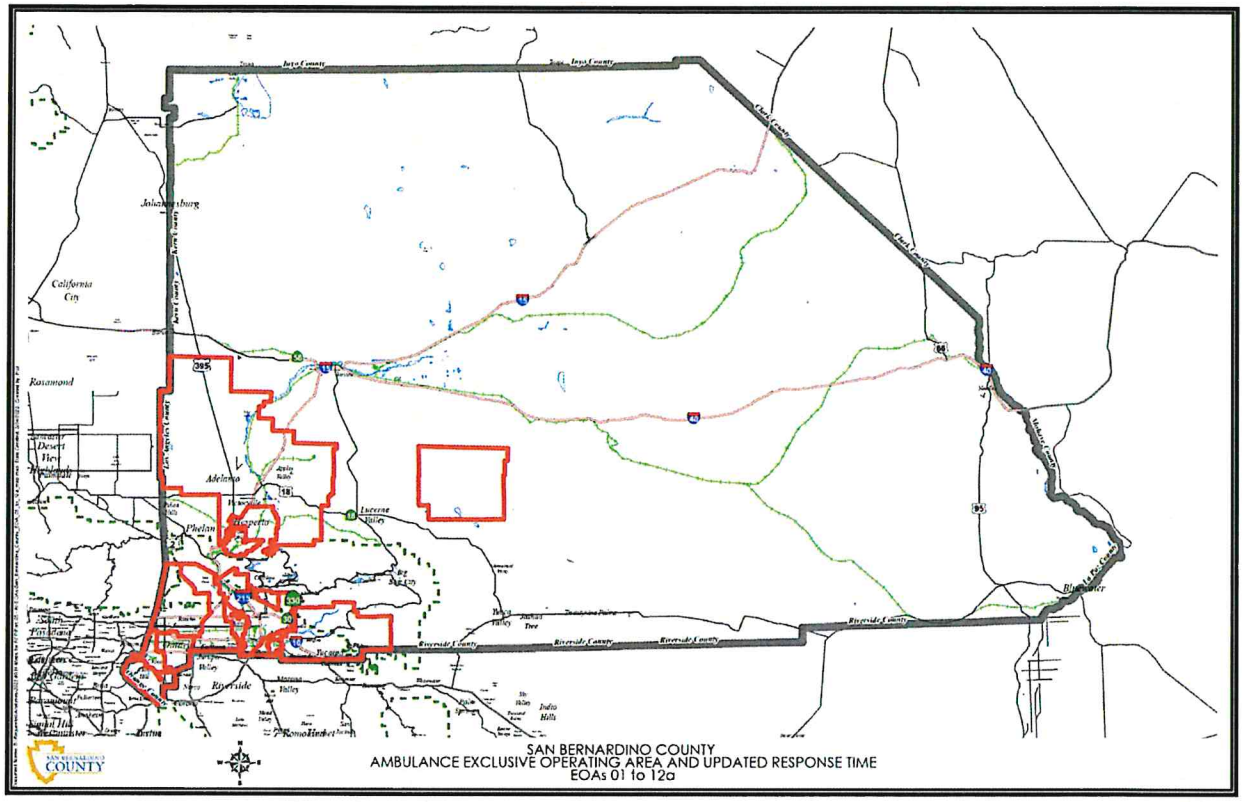

Inyo County
Clark County
Kern County
Los Angeles County
Riverside County
Joshua Tree
Yucca Valley
Twentynine Palms
Landers
Yucca Mesa
Hesperia
Victorville
Apple Valley
Lucerne Valley
Big Bear City
Big Bear Lake
Fontana
Rialto
Bloomington
Colton
Grand Terrace
Loma Linda
Redlands
Mentone
Highland
San Bernardino
Fort Irwin
Barstow
Daggett
Newberry Springs
Yermo
Ludlow
Amboy
Needles
Blythe
Parker
Bagdad
Essex
Cadiz
Rice
Vidal
Ft. Mojave
Bullhead City
Lake Havasu City
Mohave Valley
Bluebird
Nipton
Kelso
Baker
Shoshone
Tecopa
Death Valley
Furnace Creek
Stovepipe Wells
Trona
Searles Valley
Ridgecrest
Inyokern
Olancha
Cartago
Lone Pine
Independence
Big Pine
Bishop
Tonopah
Beatty
Pahrump
Shoshone
Dagget
Yermo
Barstow
Victorville
Hesperia
Apple Valley
Adelanto
Phelan
Pinon Hills
Wrightwood
Crestline
Lake Arrowhead
Rimforest
Cedarpines Park
Blue Jay
Running Springs
Arrowbear Park
Fawnskin
Big Bear City
Big Bear Lake
Sugarloaf
Erwin Lake
Cedar Glen
Lucerne Valley
Yucca Mesa
Joshua Tree
Twentynine Palms
Landers
Yucca Valley
Morongo Valley
Yucca Valley
Ft. Irwin
Newberry Springs
Yermo
Daggett
Barstow
Lenwood
Hinkley
Helendale
Oro Grande

EXHIBIT 4 - MINIMUM INSURANCE REQUIREMENTS

Contractor shall provide proof of insurance or a letter from their insurance company/underwriter of their ability to obtain and maintain the minimum insurance coverage in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement. If Contractor is self-insured, Contractor shall document its capability to provide similar coverage or assurance of coverage consistent with the insurance requirements.

General Liability (Including operations, products, and completed operations, as applicable.)	The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than five million dollars ($5,000,000), per occurrence. The policy coverage shall include: a. Premises operations and mobile equipment. b. Products and completed operations. c. Broad form property damage (including completed operations). d. Explosion, collapse, and underground hazards. e. Personal injury. f. Contractual liability. g. $10,000,000 general aggregate limit.
Automobile Liability	Primary insurance coverage shall be written on an International Organization for Standardization (ISO) Business Auto coverage form for all owned, hired, and non- owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than five million dollars ($5,000,000) for bodily injury and property damage, per occurrence. If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of ten million dollars ($10,000,000) for bodily injury and property damage per occurrence.
Workers' Compensation	A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

Umbrella Liability Insurance	An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
Employers' Liability	$1,000,000 - each accident, $1,000,000 policy limit bodily injury by disease, $1,000,000 each employee bodily injury by disease.
Professional Liability (Errors and Omissions)	Professional Liability – Professional Liability Insurance with limits of not less than ten million ($10,000,000) per claim and twenty million ($20,000,000) aggregate limits. or Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than ten million ($10,000,000) and twenty million ($20,000,000) aggregate limits or If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
Abuse/Molestation Insurance	Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

Environmental Liability	In addition to the Basic Requirements/Specifications for all Contracts, any contract that involves the use, handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA "Director's list of Hazardous Substances" or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements: a. Environmental Liability Insurance with a combined single limit of not less than five million ($5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions. b. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
Cyber Liability	Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $5,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
Performance Security	The Proposer must be able to obtain and maintain in full force and effect, throughout the term of the contract a performance guarantee in the form of a performance security bond or an irrevocable Letter of Credit, in the amount of twenty million dollars ($20,000,000) payable without condition to San Bernardino County, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable letter of credit shall guarantee to the County full and faithful performance of all of the terms and provisions of this contract to be performed by the Contractor, and as said contract may be amended, supplemented or extended. If using a performance bond, it must be issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the County.

EXHIBIT 5 - RESPONSE TIME & LIQUIDATED DAMAGES

FirstWatch OCU will provide the format for response time compliance and calculation of liquidated damages. For additional information on liquidated damages and response times, see Section 5.8.

Advanced Life Support and Basic Life Support response times per response area:

Response Priority	Urban	Suburban	Rural	Wilderness
Code 3 ALS	9:59	14:59	29:59	59:59
Code 2 ALS/BLS	15:59	22:59	44:59	99:59

Extended response times apply only to Code 2 and 3 priority level calls:

Extended Response Times					
Priority Level	**Urban**	**Suburban**	**Rural**	**Wilderness**	**Liquidated Damages**
Code 3	>19:59	> 24:59	> 39:59	>69:59	$500
Code 2	> 25:59	> 32:59	> 54:59	>109:59	$500

Interfacility Transports (IFT) and Critical Care Transports (CCT)

Response Term	Compliance Standard
Emergency ALS IFT	09:59 minutes
Non- Emergency Pre-Scheduled IFT > 2 hours	+/- 15 minutes of scheduled time
CCT	59:59 minutes

A. If the Contractor falls below the 90th percentile in any EOA or response area, a Liquidated Damage assessment of $10,000 per EOA/response area per month will be applied. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.

B. If the Contractor fails to meet minimum response times in the same EOA or response area for a second consecutive month without adding the additional unit hours approved, a $50,000 Liquidated Damage assessment will be applied. The Contractor will be required to add additional ambulance unit hours until compliance is achieved.

C. If the Contractor is out of compliance in multiple EOAs or response areas more than three times in a year, a $75,000 Liquidated Damage assessment will be applied, in addition to Liquidated Damages noted in item A above. The Contractor will be required to add additional ambulance unit hours as a cure.

D. If the Contractor is not successful in curing underperformance following these measures, the Contractor may be considered in Breach of Contract.

RESPONSE TIME & LIQUIDATED DAMAGES EXAMPLE TABLE

EOA XX Example

911 Responses		Response Time Requirement	Total Responses	On Time Calls	Late Calls	90% Fractile	Liquidated Damages	Contract Reference
Code 3	Urban	9:59	1750	1700	50	97.14%		Section V, Operations, 5.1, A, (1). 5.2 B, (2), (7) & (8). Exhibit 5
	Suburban	14:59	300	250	50	83.33%	$10,000 + Root Cause Analysis + Add Unit Hours	
	Rural	29:59	40	35	5	87.50%	No LD until minimum of 100 calls reached	
	Wilderness	59:59	2	2	0	100.00%		
Code 2	Urban	15:59	650	575	75	88.46%	$10,000 + Root Cause Analysis + Add Unit Hours	
	Suburban	22:59	290	275	15	94.83%		
	Rural	44:59	190	150	40	78.95%	$10,000 + Root Cause Analysis + Add Unit Hours	
	Wilderness	99:59	110	110	0	100.00%		
Subtotal							**$30,000**	

Extended Response Times		Maximum Extended Response Time	Over Maximum	Liquidated Damages	
					Response times more than ten (10) minutes over the applicable response time shall be considered an Extended Response
Code 3	Urban	19:59	2	$1,000	Audit all Extended Responses to identify root cause. Review ePCR to determine if any negative outcome may be attributed to the Extended Response
	Suburban	24:59	0		
	Rural	39:59	1	$500	
	Wilderness	69:59	0		
Code 2	Urban	25:59	0		Audit all Extended Responses to identify root cause. Review ePCR to determine if any negative outcome may be attributed to the Extended Response
	Suburban	32:59	1	$500	
	Rural	54:59	0		
	Wilderness	109:59	0		
Subtotal				**$2,000**	

IFT Responses All EOAs Combined	Response Time Requirement	Total Responses	On Time Calls	Late Calls	90% Fractile	Liquidated Damages
Non- Emergency Pre-Scheduled IFT > 2 hours +/- 15 minutes of scheduled time		855	765	-90.00	89.47%	$10,000 + Root Cause Analysis + Add Unit Hours

CCT Responses All EOAs Combined	Response Time Requirement	Total Responses	On Time Calls	Late Calls	90% Fractile	Liquidated Damages
	59.59	155	139	-16	89.68%	$10,000 + Root Cause Analysis + Add Unit Hours
Subtotal						**$20,000**

Total Liquidated Damages for March 2024	**$52,000**

EXHIBIT 6 - CLINICAL PERFORMANCE MEASURES & LIQUIDATED DAMAGES

Summary of potential San Bernardino County EMS Clinical Performance Measures

Clinical Performance Measures:

Participation in State and National Benchmarking

ICEMA will require the submission of data consistent with Health and Safety (H&S) Code 1797.227 that would allow the County to participate in programs such as California EMS System Core Quality Core Measures Project, Cardiac Arrest Registry for Enhanced Survival (CARES), National Emergency Medical Services Quality Alliance (NEMSQA: formerly Emergency Medical Services [EMS] Compass), and Mission: Lifeline.

Inland Counties Emergency Medical Agency (ICEMA) EMS Clinical Performance Measures

ICEMA requires the Contractor to jointly develop Clinical Performance Standards based on the measures listed below. The agreed upon Clinical Performance Standards will be incorporated as performance requirements of this agreement through the Quality Improvement (QI) Plan as outlined in Section 7.3 and according to ICEMA policy. It is understood, due to the nature of Clinical Performance Standards, a phase-in period as defined in Section 7.7 may be necessary, and measures may not be completely defined at the beginning of the contract, but will be based on the ICEMA Policy and Protocol Manual, state regulations and current best practice. These may include assessment, treatment, communication, transport, documentation, and provide for a quantitative measurement standard, such as:

Assessment

- Blood Glucose measurement for patients with altered neurological function,
- 12-lead ECG obtained in patients with chest pain of suspected cardiac etiology,
- Injured patients assessed for pain,
- Estimate weight for pediatric patients.

Treatment

- Aspirin administered for chest pain of suspected cardiac etiology,
- Glucose or glucagon administered for hypoglycemia,
- Benzodiazepine administered for status epilepticus,
- Nitroglycerin administered for acute pulmonary edema,
- Albuterol administered for symptomatic asthma or Chronic Obstructive Pulmonary Disease (COPD),
- Pain management (pharmacologic or non-pharmacologic) if pain scale >2,
- End-tidal CO2 measured on every successful endotracheal intubation.

Communication and Transport:

- Prearrival hospital notification for stroke, ST-Elevation Myocardial Infarction (STEMI), or major trauma,
- Direct transport of a patient with a suspected stroke, STEMI, or meeting trauma triage criteria to appropriate designated specialty care center.

Documentation:

- For refusal of care or transport, documentation that patient has decisional capacity,
- Documentation of stroke scale assessment and time last known well for patients with stroke.

Summary of ICEMA EMS Clinical Performance Standards

The chart below summarizes the background and derivation of the Clinical Performance Standards.

	CA Core Measures[1]	NEMSQA[2]	Mission: Lifeline[3]	GAMUT[4]	Meyers et al[5]	TQIP[6]
Assessment						
Blood Glucose measured for Altered Mental Status	X	X		X	X	
12-lead Electrocardiogram (ECG) for chest pain			X			
Injured patients assessed for pain		X				
Pediatric weight estimation		X				
Treatment						
Aspirin for chest pain	X		X		X	
Nitroglycerin Sublingual Tablets (NTG) for chest pain or pulmonary edema					X	
Glucose given for hypoglycemia	X	X				
Benzodiazepine for status epilepticus		X			X	
Albuterol for asthma or COPD	X				X	
Treatment of pain if >2/10		X				
End-tidal CO2 for Endotracheal Intubation (ETI)						
Communication						
Pre-arrival hospital notification for stroke, STEMI, or major trauma	X		X			
Transport						
Stroke, STEMI, or major trauma to specialty care center	X	X	X		X	X

Additional Suggested Measures

- Medication Errors - Total annual or rate
- Ambulance accidents – Response or transport
- Mechanical issues delaying ambulance response or transport
- Near misses (clinical error that does not result in an adverse patient outcome)
- Patient complaints
- Patient satisfaction surveys
- EMS stakeholder and customer satisfaction surveys

Measurement of Clinical Performance

Clinical Performance Standards are a performance-based approach rather than an undefined level of effort. The Contractor shall commit to employing the level of effort is necessary to achieve the agreed-upon Clinical Performance Standards. As identified in the RFP, there are specific timelines for these to be developed in collaboration with ICEMA. It is understood that adequate time is being provided to determine a baseline measurement for each of the ongoing performance standards. The Contractor shall ensure EMS personnel are trained to current ICEMA standards in a manner consistent with this goal. Below are examples of Clinical Performance Measures used to indicate performance throughout EMS systems.

Example of Clinical Performance Standards	Emergency Medical Dispatch (EMD)	Basic Life Support (BLS)	Advanced Life Support (ALS)	911 Receiving Hospital	Specialty Care
Cardiac Arrest	1. Identification of cardiac arrest 2. High Priority Dispatch 3. Instructions for chest compressions	1. Confirm pulselessness 2. Cardiopulmonary Resuscitation (CPR) 3. Automated External Defibrillator (AED)	1. Cardiac Monitor 2. Vascular access 3. Medications ECG if ROSC		1. ECG if Return of Spontaneous Circulation (ROSC) 2. Primary Percutaneous Coronary Intervention (PCI) for STEMI 3. Targeted Temperature Management
Chest Pain - Non traumatic	1. Determine call acuity level	1. Assess Vital Signs 2. Administer O2, titrate SpO2 to > 94%	1. Cardiac monitor 2. 12-Lead ECG 3. Acetylsalicylic Acid (ASA)	1. 12-lead ECG within 10 minutes of arrival	1. 12-lead ECG within 10 minutes of arrival

Shortness of Breath	1. Identify high priority	1. O2 2. Assess	1. Assess O2 2. Albuterol for asthma/COPD 3. NTG for Pulmonary Edema		
Altered Neurological Function	1. Identify high priority	1. Assess vital signs 2. SpO2 3. Blood glucose 4. Treatment for low BG 5. Naloxone for suspected opioid overdose	1. Evaluate for stroke 2. Blood Glucose 3. Vascular Access 4. Treatment for low BG		1. If stroke suspected, Computed Tomography / Computed Tomography Angiography (CT/CTA)

Clinical Performance Standard Liquidated Damages

It is the goal of ICEMA to ensure the delivery of quality clinical care that adequately addresses the medical condition of all patients. To adequately implement these measures, a period of eighteen (18) months that begins with the commencement of the contract will be necessary to allow time to identify, test, implement a process to measure specific clinical performance and evaluate performance improvement strategies.

The Contractor shall work with ICEMA to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates after the initial 18-month period. If the Contractor underperforms, based on baseline compliance rates, the Contractor shall conduct a comprehensive performance improvement process that includes identification of the root causes. The Contractor will be required to implement a corrective action plan. ICEMA's Medical Director will work in consultation with the Contractor to make recommendations and ICEMA's Medical Director will have final approval of any corrective actions prior to implementation. If the Contractor fails to identify, evaluate, and then implement a corrective action plan, Liquidated Damages shall be assessed.

The Contractor understands and agrees that the failure to comply with Clinical Performance Standards or other requirements in this contract will result in damage to ICEMA and the County. It will be impracticable to determine the actual amount of damage whether in the event of underperformance or nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and ICEMA agree to the process to establish Liquidated Damages specified in this contract. It is expressly understood and agreed that the Liquidated Damage amounts are not to be considered a penalty, but shall be deemed, taken, and treated as a reasonable estimate of the damages to the County.

If all corrective actions identified are implemented, no Liquidated Damages will be assessed.

The Contractor shall pay Liquidated Damages to ICEMA every quarter following the initial 12-month period that the Contractor fails to attain Clinical Performance Standards and understands that the Clinical Performance Standards will be periodically updated to reflect current medical standards. Liquidated Damages paid by the

Contractor for each Clinical Performance Standard in which the Contractor fails to maintain the requisite compliance after a comprehensive Performance Improvement Plan, shall be established and assessed. The chart below is only an example. Baseline metrics will be set for each Clinical Performance Standard established for compliance as part of the Agreement. It is understood that these standards and baseline metrics will be established through a collaborative process and the standards and metrics will change and/or be modified over the terms of the contract. Contractor will be expected to meet the baseline metric for each clinical performance standard established.

The table below provides examples of *proposed* Clinical Performance Standards (actual performance standards will be established):

Clinical Performance Standard Examples	Baseline Metric	Under-performance	Damage Assessed	Under-performance	Damages Assessed	Under-performance	Considered Breach of Contract
Blood Glucose measurement for patients with altered neurological function	95%	85-94%	$1,500	75-84%	$3,000	Anything below 65% in a quarter	Notify of Contract Breach
Albuterol administered for symptomatic asthma or COPD	80%	75-79%	$1,500	65-74%	$3,000	Anything below 65% in a quarter	Notify of Contract Breach

The Contractor shall pay liquidated damages to ICEMA for the under-performance of Clinical Performance Standards as measured quarterly through the FirstWatch program, unless otherwise exempted by ICEMA. Exemptions include, but are not limited, to the following:

1. Verified equipment failure with appropriate documentation of reporting and resolution
2. Verified technical failure to upload 12-lead ECG
3. Communication failure for advance notice of trauma and stroke
4. Patient declines treatment and it is properly documented
5. Specialty Care Center unable to accept stroke, STEMI, or trauma patient.
6. Higher priority concerns take precedence (e.g., scene safety).

EXHIBIT 7 –EMERGENCY TAKEOVER LEASE AGREEMENT

THIS EMERGENCY TAKEOVER LEASE AGREEMENT (Lease) is entered into as of _____, 2024, between San Bernardino County (Lessee) and CONFIRE (Lessor or Contractor);

WHEREAS, Lessor and Lessee have entered into an Emergency Ambulance Services with Advanced Life Support Transport Agreement (911 Agreement), that permits the Lessee to take over the 911 system under certain conditions; and

WHEREAS, in the event of Lessee's takeover of the 911 system, Lessor desires to lease certain ambulances, certain items of equipment, and certain facilities (collectively "Equipment") specified on Leased Equipment Attachment hereto, to Lessee, and Lessee desires to lease the Equipment from Lessor, upon the terms and conditions contained in this Lease; and

WHEREAS, this Agreement shall only become effective upon a takeover by the County under the 9 11 Agreement;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

AGREEMENT

1. Lease of Equipment. Lessee leases from Lessor the Equipment specified on Schedule "A" Lessee hereby accepts the Equipment "as is" and Lessee shall be fully and completely bound by each and all of the terms and conditions hereof. Lessee acknowledges that at the time of takeover, Lessee shall fully inspect the Equipment and verify that the Equipment is in good condition and repair.

2. Conditions Precedent to Lease. The conditions precedent to this Lease being effective shall be: a) A declaration by Lessee that Lessor has committed a material breach under the 911 Agreement; b) that material breach has not been cured by Lessor within the cure period; c) Lessee terminates the 911 Agreement; and d) Lessee delivers to Lessor a written notice from the ICEMA Executive Officer or designee certifying that the County has elected to take over the 911 system, then Lessee shall take possession and control of the Equipment subject to the terms and conditions of this Lease.

3. Term. The term of this Lease shall commence upon Lessee's satisfaction of the conditions precedent in Section 2 immediately above and shall continue for the same period of time on a month-to-month basis not to exceed twelve (12) months.

4. Rent. Lessee shall pay Lessor monthly rent in advance for the Equipment in an amount outlined in Section 13.7 of the 911 Agreement. Any nonpayment of Rent or other amounts payable under this Lease within ten (10) days of Lessor's written notice to Lessee shall bear interest at the lower rate of: a) Twelve percent (12%); or b) the maximum amount allowed by law. The Equipment will be used for operating the 911 system. Lessee shall not remove the Equipment from the County EMS system without obtaining Lessor's prior written consent.

5. Maintenance. Lessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter into and keep in effect during the Term those maintenance agreements with respect to the Equipment required by this Lease or hereafter required by Lessor. Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor for inspection during regular business hours at the location of such Equipment.

6. Return. Lessee shall, at its expense, return such Equipment to Lessor in the same condition as tendered, ordinary normal wear and tear from proper use excepted.

7. Liens. Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any Lien on or with respect to any Equipment. Lessee, at its expense, shall promptly pay, satisfy, and take such other actions as may be necessary or reasonably requested by Lessor to keep the Equipment free and clear of, and to duly and promptly discharge, any such Lien.

8. Risk of Loss. Lessee shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the Equipment, however caused or occasioned, which shall occur prior to the return of such Equipment. In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of such Equipment, howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance with the Lease.

9. Casualty. If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.

10. Insurance. Lessee shall, at its sole expense, carry and maintain insurance against such risks for the Equipment. Within five (5) days of Lessee taking possession and control of the Equipment, and, from time-to-time at Lessor's request, Lessee shall deliver to Lessor certificates of insurance or proof of self-insurance or other evidence reasonably satisfactory to Lessor showing that such insurance coverage is, and will remain in effect, in accordance with Lessee's obligations under this Section. Lessor shall not, however, cancel any insurance Lessor carries for the Equipment without notification to Lessee of Lessor's intent to cancel ten (10) days prior to any cancellation. Lessor's failure to timely inform Lessee of its intent to cancel any insurance shall void Lessee's liability under paragraph 9 (Risk of Loss) if Lessee fails to timely obtain insurance under this section.

11. Taxes and Fees. Except to the extent exempted by law, Lessee hereby assumes liability for, and shall pay when due, all fees, taxes and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Lease or the Equipment, or accruing prior to Emergency Takeover.

12. Limited Warranty. Lessor, not being the manufacturer or vendor of the equipment, makes no other representation or warranty, express or implied, as to the suitability or fitness for any particular purpose, the quality of the material of the material or workmanship of the equipment.

13. Events of Default. Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if: a) Lessee fails to make any Rent payment as it becomes due in accordance with the terms of this Lease and any such failure continues for a period of ten (10) days after written notice to Lessee from Lessor; or b) Lessee violates any covenant, term, or provision of this Lease, and such violation shall continue unremitted for a period of ten (10) days after written notice to Lessee from Lessor.

14. Remedies. If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, Lessor at its option, may:

a. Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof, or

b. By notice to Lessee immediately terminate this Lease, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Lease as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Lease only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee to use such Equipment for any purposes whatsoever.

15. Notices. Any consent, instruction or notice required or permitted to be given under this Lease shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to Lessor or Lessee, as the case may be, at their respective addresses set forth in the 911 Agreement or at such other address as Lessor or Lessee shall from time to time designate to the other party by notice similarly given.

16. Miscellaneous. This Lease (including the Leased Equipment Attachment hereto):
    a. Constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto.
    b. May be amended only by written instrument executed by both parties.
    c. May not be assigned by either party without the written consent of the other party.
    d. Shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
    e. Shall be interpreted and enforced in accordance with the laws of the state of California, without regard to the conflict of law's provisions thereof, and the federal laws of the United States applicable therein.
    f. May be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and shall not be effective until executed by both parties.

17. Electronic Signatures. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail 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 Contract upon request.

The parties executing this Lease Agreement warrant that they have full and complete legal authority to execute this Agreement on behalf of their agency.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

San Bernardino County

By: _____
Dawn Rowe, Chair, Board of Supervisors

Date: _____

CONFIRE

By: _____

Date: _____

LEASED EQUIPMENT ATTACHMENT

The leased items shall include:

1. All ambulance stations including, but not limited to, comfort stations utilized by Contractor at the time of an uncured breach or emergency takeover; and

2. All ambulances, bariatric ambulances, Supervisor vehicles, and support vehicles, not to total less than the maximum used at any point during the 911 Agreement prior to the emergency takeover and their associated medical equipment, medical supplies, and communication equipment, including but not limited to, information technology such as computers and mobile data gateways to perform emergency ambulance services as required by this Agreement; and

3. In addition, Contractor shall make available to the County its on-hand medical supply inventory located at its main headquarters in San Bernardino County.

ATTACHMENT A

REQUEST FOR PROPOSAL #: ICEMA23-ICEMA-4811 AND ADDENDA

Access by clicking the link below:

https://www.dropbox.com/scl/fo/p3krg3bv2r5ogya1oh3xs/h?rlkey=g27krj8wlr2uugi2u8j6va5af&dl=0

ATTACHMENT B
PROPOSAL (REFERENCE ONLY)

Access by clicking the link below:

https://www.dropbox.com/scl/fo/p3krg3bv2r5ogya1oh3xs/h?rlkey=g27krj8wlr2uugi2u8j6va5af&dl=0

City Council/Financing Authority Meeting **I. 14.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize the acceptance of the Emergency Medical Services Buprenorphine Use Pilot Program (EMSBUP) grant award in the amount of $5,000 for the provision of treatment and access for patients with opioid use disorders, and approve an additional appropriation for the same (Fire Chief Sessler)

MOTION(S):

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

I move to approve the acceptance of the Emergency Medical Services Buprehorphine Use Pilot Program (EMSBUP) grant award in the amount of $5,000 for the provision of treatment and access for patients with opioid use disorders, and approve an additional appropriation for the same.

RECOMMENDATION:

Staff recommends the City Council approve the acceptance of the Emergency Medical Services Buprenorphine Use Pilot Program (EMSBUP) grant award in the amount of $5,000 for the provision of treatment and access for patients with opioid use disorders and approve an additional appropriation for the same to recover costs related to the training and medication under the program.

DISCUSSION:

The Public Health Institute, through its EMS Bridge Program, launched the Emergency Medical Services Buprenorphine Use Pilot Program (EMSBUP) to assist local EMS agencies and providers in offering treatment and access for patients with opioid-use disorders. The aim of the grant program was to address substance-use disorder as a treatable emergency condition by equipping paramedics with the necessary training and resources to identify, treat, and

document these cases. Patients receive treatment and are monitored through hospital care and subsequent treatment programs, with outcome data submitted to the Public Health Institute to evaluate the effectiveness of the program.

The Redlands Fire Department participated by providing initial contact, diagnosis, and treatment for these patients. The funding awarded to the City of Redlands is intended to cover costs related to training and medication purchases necessary for the EMS Buprenorphine Use Pilot Program.

ALTERNATIVES:

Not accept the EMS Buprenorphine Use Pilot Program grant award to recover costs related to the program.

STRATEGIC PLAN:

Priority B - Health and Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Discussion:

There is no fiscal impact associated with the acceptance of the EMS Buprenorphine Use Pilot Program award. The funding is a reimbursement to recover costs related to the program incurred in fiscal year 2023-2024.

Attachments

Additional Appropriation

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 09/17/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: _____

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200250	4407	F250030-ICEMA	5,000
				$ 5,000 -

JUSTIFICATION: Emergency Medical Services Buprenorphine Use Pilot Program

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council/Financing Authority Meeting **I. 15.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8631 regarding Approval of National Opioids Settlement Agreement with The Kroger Co. (Fire Chief Sessler)

MOTION(S):

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

I move to adopt Resolution No. 8631.

RECOMMENDATION:
Staff recommends that the City Council adopt Resolution No. 8631 authorizing the City Manager to execute the referenced settlement agreement.

DISCUSSION:
Background:

As the City Council may be aware from television and press reports, there has been substantial litigation occurring on both the national level and within the State of California over the opioid epidemic. Nationwide, thousands of lawsuits have been filed by states, counties, cities, and tribes to recover monetary damages caused by the opioid crisis.

Nearly 80 California counties and cities have filed lawsuits, including the County of San Bernardino ("County") which filed in July of 2018, and which is participating in the Multi-District Litigation ("MDL") out of the federal court in Ohio. The cases all arise out of the plaintiffs' allegations that the defendants, consisting of opioid manufacturers, distributors, and pharmacies, engaged in unlawful conduct causing the national opioid crisis.

In 2021, nationwide settlements were reached to resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J").

On December 7, 2021, the City Council adopted Resolution No. 8285 to approve the City's participation in the Distributors and J&J settlements and to approve the settlement agreements. On April 5, 2022, the City Council approved an agreement with San Bernardino County to reallocate Redlands' portion of the settlement proceeds to be used by the County for its county-wide opioid remediation programs.

In late 2022, additional settlements were reached with additional opioid distributors and pharmacies who were alleged in the lawsuit to have contributed to the opioid crisis: Allergan, CVS, Teva, Walgreens and Walmart ("Settling Defendants"). As part of the settlements with the Settling Defendants, local subdivisions including certain cities, not a party to the lawsuit, may participate in the settlements in exchange for a release of the Settling Defendants. The City received its first payment in the amount of $192,720.22. This payment will be used to fund a Substance Use Navigator ("SUN"), that will be recruited in the Fire Department. The SUN position will help improve access to medication for Opioid Use Disorder.

Discussion:

A new proposed national opioids settlement was reached on March 22, 2024, with Kroger Co. The state of California has elected to participate in the Kroger Settlement. In order for the City of Redlands to be considered for initial participation calculations and payment eligibility, the City was required to opt in to the settlement by August 12, 2024. Since the Council was dark in August, the Fire Department staff executed the required documents to receive its share of the settlement proceeds. The additional funding from the new settlement with Kroger Co. will support the ongoing efforts of the City's SUN and Opioid Remediation Program.

As with the previous settlement agreements, the Kroger Settlement Agreement is contingent upon a "critical mass" of states, counties, and cities agreeing to participate in the settlement. This settlement, if agreed and adopted, will provide substantial funds to states and subdivisions for abatement of the opioid epidemic across the country and will impose changes in the way Kroger Co. conducts their business with regard to the distribution of opioid medications.

The payout amounts to each subdivision under the settlement with Kroger Co. is contingent upon various factors, including, but not limited to, the number of California cities and counties participating, whether or not cities later sue the

defendant, and certain actions that may be taken by the State of California. By participating in the settlement, the City would be dismissing any claims it may have against Kroger Co. The Settlement Fund payments to California, pursuant to the Kroger Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. The estimated percentage that will be distributed to the County of San Bernardino is 3.39%.

Adoption of Resolution No. 8631 would ratify the approvals by the Fire Department and authorize the City Manager to execute any additional documents consistent with the City's participation in the Kroger Settlement.

ALTERNATIVES:

The City Council may deny the adoption of Resolution No. 8631.

STRATEGIC PLAN:

Priority B - Health & Safety

SUBMITTED BY:

Rich Sessler, Fire Chief

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:

Bruni Reyes, Management Analyst

Fiscal Impact

Discussion:

Not applicable.

Attachments

Resolution No. 8631

Participation Form and State-Subdivision Agreement

RESOLUTION NO. 8631

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS RATIFYING THE CITY OF REDLANDS' ENTRY INTO THE SETTLEMENT WITH THE KROGER COMPANY AND ITS SUBSIDIARIES RELATED TO THE MULTIDISTRICT LITIGATION AGAINST MANUFACTURERS AND DISTRIBUTORS CONTRIBUTING TO THE OPIOID EPIDEMIC; AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL RELATED DOCUMENTS IN CONNECTION WITH THE SETTLEMENT

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse addiction, overdose, and death, forcing the State of California and California counties and cities to spend billions of dollars each year to address the direct consequences of this crisis; and,

WHEREAS, pending in the U.S. District Court for the Northern District of Ohio is a multidistrict litigation ("MDL") being pursued by numerous public entity plaintiffs against the manufacturers and distributors of various opioids based on the allegation that the defendant's unlawful conduct caused the opioid epidemic; and,

WHEREAS, the City of Redlands previously approved entry into the settlement with McKesson Corporation, Johnson & Johnson, and Janssen Pharmaceuticals in 2021 and CVS, Walmart, Walgreens, Teva and Allergan in 2023;

WHEREAS, on or about March 22, 2024, a settlement was reached between the plaintiffs in the MDL and The Kroger Company ("Kroger"), a defendant in the MDL; and,

WHEREAS, on or about March 22, 2024, a settlement was reached between the plaintiffs in the MDL and Kroger and all of its respective past and present direct or indirect parents, subsidiaries, division, affiliates, joint ventures, predecessors, successors, assigns, including but not limited to Kroger; and,

WHEREAS, as part of the settlement with the Settling States, local subdivisions, including certain cities, that are not plaintiffs in the MDL may participate in the settlements in the exchange for a release of the Settling Defendant; and,

WHEREAS, copies of the terms of the nationwide settlement has been set forth in the Kroger Settlement Agreement with the Settling Defendants; and,

WHEREAS, copies of the Kroger Settlement Agreement has been provided to the City Council with this Resolution; and,

WHEREAS, the Settlement Agreement provides, among other things, payment of a certain sum to settling government entities in California including the State of California and Participating Subdivisions upon occurrence of certain events as defined in the Settlement Agreement ("California Opioid Funds"); and,

WHEREAS, California local governments in the MDL have engaged in extensive discussions with the State Attorney General's Office ("AGO") as to how California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds ("Allocation Agreements") from the settlements with the Settling Defendants; and,

WHEREAS, the Allocation Agreement allocates the California Opioid Funds as follows: 15% to the State Fund; 70% to the Abatement Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlements shall be combined pursuant to the Allocation Agreements, and 15% of total from each settlement shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Subdivision Fund"); and,

WHEREAS, under the Kroger Settlement Agreement, certain local subdivisions that did not file a lawsuit against the Settlement Defendant may qualify to participate in the settlement and obtain funds from the Abatement Account Fund; and,

WHEREAS, the City is eligible to participate in the Settlement and become a CA Participating Subdivision; and,

WHEREAS, the funds in the CA Abatement Accounts Fund (the 70% allocation) will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision (those above 10,000 in population). The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 to the Allocation Agreement provided to the City Council with the Resolution. The City's share of the CA Abatement Accounts Fund will be a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1 of the Allocation Agreements (the "Local Allocation"); and,

WHEREAS, a California Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, unless the city elects to take a direct election of the settlement funds, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to Payment Date; and,

WHEREAS, the intent of this Resolution is to ratify the City's entry into Kroger Settlement and authorize the City Manager to authorize the City to enter into the Kroger Settlement Agreement with the Settling Defendant by executing the Participation Agreements and to enter into the Allocation Agreements by executing the signature pages to those agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. The Recitals set forth above are true and correct and are incorporated by reference in this Resolution.

Section 2. That all actions taken on August 7, 2024 by the Fire Department staff with respect to 1) the execution of the Subdivision Participation and Release Form and 2) Proposed California State Subdivision Agreement regarding Distribution and Use of Settlement Funds – Kroger Settlement are hereby ratified, confirmed and approved.

Section 3. The City Manager is hereby authorized to execute any and all documents consistent with and in furtherance of the City Council's approval of the Kroger Settlement.

ADOPTED, SIGNED AND APPROVED THIS 17th day of September 2024.

_____

Eddie Tejeda, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 17th day of September, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Redlands city, CA
Reference Number: CL-789732

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("Settling Defendant"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because California is participating in the Kroger settlement.

This electronic envelope contains three attachments:

- The *Participation Form* for the Kroger settlement, including a release of any claims;
- California State Subdivision Agreement for Kroger; and
- Side-letter agreement between California and Kroger

The *Participation Form and California State-Subdivision Agreement* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

The side-letter agreement between California and Kroger modifies, as it applies to California, one injunctive relief term contained in Exhibit P, Section IX(5)(1) of the Kroger National Settlement Agreement.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state.

Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your city attorney/county counsel, outside counsel representing your city/county on opioid matters, the Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/ and the California Attorney General's website at https://oag.ca.gov/opioids. This website will be supplemented as additional documents are created. Please also refer to the Side-Letter Agreement with Kroger, which modifies the *Kroger National Opioid Settlement's* injunctive relief within the State of California.

How to return signed forms:

There are three methods for returning the executed *Participation Form, the California-State Subdivision Agreement ("Subdivision Agreement"),* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form and the Subdivision Agreement* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form and the Subdivision Agreement*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields and note that execution and return of both the Subdivision Agreement and the Participation Form are required for participation in the corresponding settlement. As with electronic signature, returning a manually signed *Participation Form and Subdivision Agreement* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form and Subdivision Agreement* using DocuSign, the signed *Participation Form and Subdivision Agreement* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of

the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID]. Note that execution and return of both the Subdivision Agreement and the Participation Form are required for participation in the corresponding settlement.

Detailed instructions on how to sign and return the *Participation Form and Subdivision Agreement*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your city attorney/county counsel, outside counsel representing your city/county on opioids matters, the Implementation Administrator at opioidsparticipation@rubris.com, or the California Attorney General's Office at opioidsettlement-localgovernment@doj.ca.gov.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: Redlands city		State: CA
Authorized Signatory: Bruni Reyes		
Address 1: 35 Cajon Street		
Address 2:		
City, State, Zip: Redlands	California	92373
Phone: (909)798-7600		
Email: Breyes@confire.org		

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at *https://nationalopioidsettlement.com/.*

3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National

Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signed by:

Signature: Bruni Reyes
0DCC9F12A5A740E...

Name: Bruni Reyes

Title: Management Analyst

Date: 8/7/2024

Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Kroger Settlement

1. Introduction

Pursuant to the Kroger Settlement Agreement, dated as of March 22, 2024, and any revision thereto as well as any modification thereto entered into by the State of California and Kroger (the "Kroger Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Kroger Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Kroger Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Section IX of the Kroger Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Kroger Settlement Agreement, acceptance of this CA Kroger Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Kroger Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

f) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

g) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

h) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

i) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District,

Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

j) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

k) *Opioid Defendant* means any defendant (including but not limited to Kroger Co., Walgreen Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Kroger Settlement Agreement, as well as applicable law, and the Kroger Settlement Agreement governs over any inconsistent provision of this CA Kroger Allocation Agreement. Terms used in this CA Kroger Allocation Agreement have the same meaning as in the Kroger Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Kroger Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Kroger Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[1] pursuant to the Kroger Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Kroger Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

[1] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Kroger Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city did not elect to receive its share of funds in the National Opioids Settlement with Distributors AmerisourceBergenCorporation, Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"). If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Kroger Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and

Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Kroger Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction;

(5) interventions to prevent drug addiction in vulnerable youth, including but not limited to, youth in foster care, juvenile justice-impacted youth, youth experiencing adversities related to socioeconomic status, and unhoused youth; and/or

(6) the purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Kroger Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Kroger Settlement Agreement or this CA Kroger Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Kroger Settlement Agreement or this CA Kroger Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Kroger Settlement Agreement and this CA Kroger Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Kroger Settlement Agreement, and, if applicable, the Teva Settlement Agreement, Allergan Settlement Agreement, CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"),

pursuant to Exhibit R, section I(CC), of the Kroger Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Kroger Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Kroger Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Kroger Settlement Agreement and this CA Kroger Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Kroger Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Kroger.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Kroger Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Kroger Settlement Agreement, this CA Kroger Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Kroger Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Kroger Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

The undersigned, Redlands city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Kroger Settlement is a requirement to be an Initial Participating Subdivision in the Kroger Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Kroger Settlement. EXECUTED on 8/7/2024

Signed by:

Signature: Bruni Reyes
0DCC9F12A5A740E...

Name: Bruni Reyes

Title: Management Analyst

Date: 8/7/2024

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Kroger Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
			100.000%	**100.000%**	**100.000%**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allocation Percentage**
City	Lafayette	Contra Costa	0.006%		**0.0046030%**

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City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**

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City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**

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City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**

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City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**

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City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**

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County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**

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City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**

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City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**

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City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**

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City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage

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City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**

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City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walgreens Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

///

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Kroger Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for

reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the Kroger Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Kroger a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the Kroger Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Kroger Settlement Agreement, Walgreens Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Kroger Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Kroger Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Kroger Settlement Agreement and CA Kroger Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Kroger Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Kroger Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Kroger Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Kroger Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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BY E-MAIL

March 28, 2024

David Jones
Supervising Deputy Attorney General
Healthcare Rights & Access Section
Department of Justice
1300 I Street
Sacramento, CA 95814
Phone: (916) 210-7861
Email: David.Jones@doj.ca.gov

Re: Kroger Opioids Settlement Agreement

Dear Mr. Jones:

This letter summarizes the agreement reached between Kroger and the State of California regarding the multistate Kroger Settlement Agreement dated March 22, 2024 regarding opioid claims by states and subdivisions (the "Multistate Kroger Settlement Agreement").

The Kroger Co. and all of its direct and indirect subsidiaries ("Kroger"), and the State of California, by and through its Attorney General Rob Bonta, have agreed to the following modification to the Multistate Kroger Settlement Agreement in its application to California. For the avoidance of doubt, the limited modification set forth below applies only to California and to no other state or territory.

The "Prescription Red Flag" described in Section IX(5)(a) of Exhibit P to the Multistate Kroger Settlement Agreement is modified in its entirety to read as follows:

> A Controlled Substance prescription fails to meet the requirements of law. For the sake of clarity, minor deficiencies in the patient's name, address, date of birth, or contact information are not a red flag if the pharmacist, in his or her professional judgment and usual course of practice, is able to resolve these deficiencies with the patient.

This limited California-specific modification was a necessary condition for California's decision to sign-on as a participating state to the Multistate Kroger Settlement Agreement.

For the avoidance of doubt, all other terms and provisions in the Multistate Kroger Settlement Agreement remain the same, including without limitation all "Prescription Red Flags" not specified above, all

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definitions, all release provisions, the eleven-year-payment schedule and all other terms and provisions of the payment schedule, and all other terms and provisions.

These terms and this letter shall be included in a stipulated judgment to be filed in a Superior Court in the State of California.

Sincerely,

Chantale Fiebig
Counsel for The Kroger Co.

SO AGREED BY AND ON BEHALF OF THE STATE OF CALIFORNIA:

Name: David A. Jones
Title: Supervising Deputy Attorney General
Date: March 29, 2024

City Council/Financing Authority Meeting **I. 16.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an annual purchase order with Site One Landscape Supply for the provision of irrigation supplies to the Facilities and Community Services Department for Fiscal Year 2024-25, in an amount not-to-exceed $90,000 (Facilities and Community Services Director Crocker)

MOTION(S):

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

I move to approve an annual purchase order with Site One Landscape Supply for the provision of irrigation supplies to the Facilities and Community Services Department for Fiscal Year 2024-25, in an amount not-to-exceed $90,000.

RECOMMENDATION:

Staff recommends that the City Council approve an annual purchase order with Site One Landscape Supply for the provision of irrigation supplies to the Facilities and Community Services Department for Fiscal Year 2024-25, in an amount not-to-exceed $90,000.

DISCUSSION:

The City's Facilities and Community Services Department regularly procures supplies and services to support field operations throughout the City. To accommodate these purchases, and in accordance with the City's purchasing policy, staff is seeking approval for the annual purchase order for irrigation supplies and parts.

In preparation for obtaining an annual purchase order for Fiscal Year 2024-25, staff advertised requests for bids. On June 17, 2024, the City Clerk received and

opened two bids. Staff evaluated the bids for verification of the total price as shown in the table below. Siteone Landscape Supply met all the bidding requirements and was deemed the apparent low bidder. The total annual purchase order amount is not-to-exceed $90,000 for a period of one year.

Vendor Name	Bid Amount
Siteone Landscape Supply, San Bernardino, CA	$15,362.04
Smith Pipe and Supply, Ontario, CA	$16,600.56

ALTERNATIVES:

City Council may choose to reject the requests for annual purchase orders.

STRATEGIC PLAN:

Not Applicable.

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

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager
Janice McConnell, Assistant City Manager
Chris Boatman, Assistant City Manager

PREPARED BY:
Jocelynn Butters, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2024-25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	N/A
Budgeted Y/N:	YES
Account No.:	Various
Discussion:	

Funding for this annual purchase order is included in the Parks and Building Maintenance Division Operating Budget for FY 2024-25 as approved by City Council.

Attachments

City Clerk Bid Opening

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **17th day of June 2024 at 2:00 p.m.** on behalf of the Facilities and Community Services Department for **Parks Division Irrigation Supplies – FCS05152024JBII**. 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	SiteOne Landscape Supply, San Bernardino CA	Yes	N/A	$15,362.04
2	Smith Pipe & Supply, Inc., Westlake Village CA	Yes	N/A	$16,600.56

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Jocelyn Butters

City Council/Financing Authority Meeting **I. 17.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Receive and file Pavement Accelerated Repair Implementation Strategy (PARIS) Program Annual Report (Municipal Utilities and Engineering Director Harris)

MOTION:

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

I move that City Council receive and file the Pavement Accelerated Repair Implementation Strategy (PARIS) Program annual report.

RECOMMENDATION:

Staff recommends that City Council receive and file the Pavement Accelerated Repair Implementation Strategy (PARIS) Program Annual Report.

DISCUSSION:

On March 6, 2012, City Council adopted the comprehensive Pavement Management Program (PMP 2012). The PMP 2012 provided a condition assessment of all City streets, specified street upgrade strategies, and provided timelines and prioritization for street maintenance treatment. At that time, Redlands streets had an average Pavement Condition Index (PCI) score of 53 (on a scale of 0-100, with 0 being a street needing full reconstruction and 100 being a new street). An average PCI of 53 is considered to be poor according to industry standards. As a result, City Council determined the rehabilitation and improvement of the City streets was a top priority. In order to significantly improve the street conditions, staff developed the Pavement Accelerated Repair Implementation Strategy (PARIS) program.

On September 18, 2012, City Council adopted PARIS with Resolution No.7219. The PARIS program identified funding sources and specific paving strategies to address the poor condition of the City streets in the most efficient and cost-effective manner. The report outlined paving strategies to upgrade nearly 2/3 of all City streets (440 lane miles) in five (5) phases.

Ordinance No. 2787, adopted by City Council on December 4, 2012, requires the City staff to prepare a report on rate adjustment revenues and other revenues available for street repairs each year. The report also accounts for uses of the money raised by the project and for line item expenses. The most recent reconciliation is provided as an Attachment and was reported to the Municipal Utilities and Public Works Commission at their regular meeting on August 7, 2023. The fifth and final phase of the PARIS Project was completed in December 2020 and achieved the original goal to rehabilitate 440 lane miles of streets. Although $57.3M was available for the project, PARIS was successfully completed for $52.0M and the remaining funds were carried over into the Pavement Management Program (PMP).

In 2019, staff began developing a strategy to pave the remaining 1/3 of City streets, while performing the necessary preventative maintenance on the 2/3 of City streets that were previously rehabilitated. On July 2, 2019, City Council approved an agreement with Bucknam Infrastructure Group, Inc. (Bucknam) to evaluate citywide pavement conditions and update the PMP database. Bucknam evaluated the condition of all streets, and updated the citywide Pavement Management Program (PMP 2020). The condition of City street surfaces was evaluated, rated, and the projected life cycle for each was determined. The PMP 2020 identifies a schedule for maintenance and reconstruction of City streets at the appropriate time intervals in order to extend their overall life expectancy in the most efficient and economical manner. In addition, the PMP 2020 establishes a comprehensive process to prioritize the rehabilitation of the City's roadway system and will be used as a powerful tool in the decision-making process to best utilize the City's available financial resources.

The updated PMP includes a project forecasting strategy developed by Bucknam that follows the PARIS maintenance and rehabilitation project budgets and addresses the specific needs of each street. Staff used the PMP to prepare plans and specifications for the PMP Street Resurfacing Project as summarized in the table below:

FY/Project	**Lane Miles**	**Contractor**	**Cost**	**Completion**
FY 21/22 - PMP 2021 Project	50	Matich Corporation	$8.25M	June 2022
FY 22/23 - PMP 2022 Project	37	Matich Corporation	$4.93M	December 2023

FY 23/24 - PMP 2023 Project	25	Matich Corporation	$4.25M	June 2024

As of June 30, 2024, the ending cash balance of the PARIS fund is approximately $3M. This remaining funds will be carried over to the next PMP 2024 Project and construction of the Project will commence in fall 2024.

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

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

PREPARED BY:
Goutam K. Dobey, City Engineer

Attachments

PARIS Reconciliation
PARIS/PMP Map

PARIS Project
Revenue & Expenditures
As of 7/25/2023

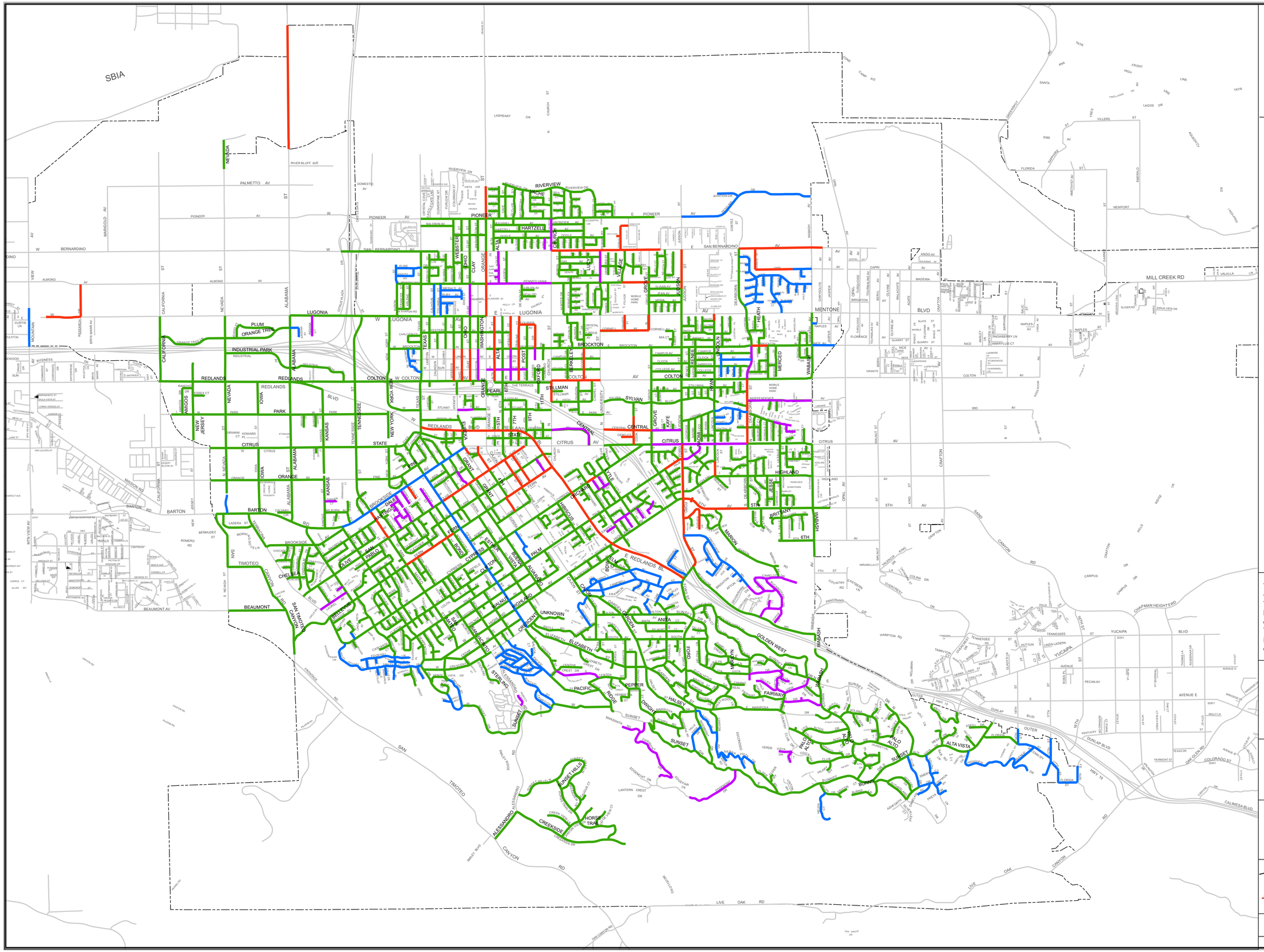
PARIS Project Summary

	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24 (Preliminary)
Beginning Cash	$ 2,026,873	$ 6,135,331	$ 6,275,383	$ 9,793,684	$ 9,880,829	$ 3,448,175	$ 10,234,522	$ 8,198,152	$ 9,721,885	$ 6,627,871	$ 2,918,454	$ 5,815,030
Revenues	4,754,695	9,740,264	16,627,340	4,856,857	2,906,641	9,239,827	8,225,190	5,956,727	6,287,043	7,441,910	6,187,865	9,598,617
Expenditures	(646,237)	(9,600,212)	(13,109,039)	(4,769,713)	(9,339,295)	(2,453,480)	(10,261,560)	(4,432,994)	(9,381,057)	(11,151,328)	(3,291,289)	(12,380,495)
Net Income (Loss)	4,108,458	140,052	3,518,301	87,144	(6,432,654)	6,786,347	(2,036,370)	1,523,733	(3,094,014)	(3,709,417)	2,896,576	(2,781,878)
Ending Cash	$ 6,135,331	$ 6,275,383	$ 9,793,684	$ 9,880,829	$ 3,448,175	$ 10,234,522	$ 8,198,152	$ 9,721,885	$ 6,627,871	$ 2,918,454	$ 5,815,030	$ 3,033,152

Local Transportation (209/211) Detail

	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24 (Preliminary)
Beginning Cash	$ -	$ 3,095,413	$ 2,236,250	$ 5,827,838	$ 5,114,670	$ 413,309	$ 7,859,468	$ 7,604,471	$ 8,929,882	$ 5,271,333	$ 2,191,597	$ 3,745,905
Revenues:												
Solid Waste Road Impacts Transfer	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150	3,622,150
Less: Solid Waste Bond Payment		(1,308,189)	(1,703,875)	(1,699,975)	(1,699,100)	(1,700,700)	(1,674,052)	(1,676,536)	(1,675,516)	(1,670,993)	(1,504,196)	(1,617,680)
Less: iBank 15-105 Payment				(195,587)	(212,249)	(164,934)	(203,332)	(201,261)	(203,218)	(203,159)	(203,097)	(203,034)
Less: iBank 17-114 Payment					(124,535)	(175,715)	(214,105)	(216,056)	(213,976)	(213,907)	(213,837)	(213,765)
Solid Waste - Road Impacts Transfer (net)	3,622,150	2,313,961	1,918,275	1,726,589	1,586,266	1,580,801	1,530,660	1,528,297	1,529,440	1,534,091	1,701,020	1,587,671
Water - Road Impacts Transfer	102,412	102,412	102,412	102,412	102,412	102,412	102,412	102,412	102,412	102,412	102,412	102,412
Sewer - Road Impacts Transfer	17,088	17,088	17,088	17,088	17,088	17,088	17,088	17,088	17,088	17,088	17,088	17,088
Water/Sewer - Reconciliation		6,237,739										
Paris Soft Costs						350,000	350,000		700,000	350,000	350,000	350,000
SB1-RMRA							1,641,586	1,368,015	1,265,655	1,428,405	1,594,983	1,837,555
Measure I							3,084,916	1,253,510	1,034,077	2,248,805	588,713	3,784,997
Cost Recovery/Reimbursed Exp.									36,186	58,339	-	24,448
Interest Income						(77,919)	179,901	220,115	(10,597)	69,152	(113,072)	162,048
Bond/Loan Proceeds			13,429,381	1,785,775		6,019,500	-	-	-	-	-	-
	3,741,650	8,671,200	15,467,156	3,631,864	1,705,766	7,991,882	6,906,563	4,489,436	4,674,262	5,808,292	4,241,144	7,866,219
Expenditures:												
PARIS JL 41049	(27,021)	(388,198)	(5,411)	(2)	(5)	(175,995)						
PARIS 2013 (1-34) JL 41052	(619,216)	(33,975)	-	-	-	-		-	-	-	-	-
PARIS 2013 (35-450) JL 41056	-	(8,880,554)	(5,870,505)	-	-	-		-	-	-	-	-
Geotechnical JL 41057	-	(227,635)	(71,911)			(8,182)						
PARIS (567-960) JL 41060	-	-	(5,927,741)	(4,345,030)	5,979	-		-	-	-	-	-
PARIS (1029-1490) JL 41063	-	-	-	-	(6,000,000)	-						
Colton Paving JL 41064	-	-	-	-	(413,101)	(1,470)						
PARIS (567-960) JL 41080	-	-	-	-	-	-		-	-	-	-	-
PARIS (1029-1419) JL 41500	-	-	-	-	-	-						
PARIS (1491-1740) JL 41501	-	-	-	-	-	(12,932)	(6,812,776)					
PARIS (1741-1988) JL 41502	-	-	-	-	-	-	(3,534)					
PARIS (1741-1988) JL 41503	-	-	-	-	-	(422)	-	(2,806,818)				
PARIS 2019 (1741-1988) PL 211001									(7,916,161)			
PARIS 2021 PMP PL 211003										(8,254,069)		
Wabash Ave PL 211004												(152,471)
Alley Paving											(500,000)	
PARIS 2022 PMP PL 211006											(1,772,313)	(2,981,030)
Alley Paving 2022 PL 211007												(500,000)
PARIS 2023 PMP PL 211008												(4,251,778)
Alley Paving 2023 PL 211009												(233,083)
IVDA Mountain View Infra Project										(202,818)		
No JL	-	-	-	-	-	(346,723)	(345,250)	(357,206)	(416,651)	(431,141)	(414,523)	(460,610)
PARIS	(646,237)	(9,530,362)	(11,875,569)	(4,345,032)	(6,407,127)	(545,724)	(7,161,560)	(3,164,025)	(8,332,812)	(8,888,028)	(2,686,836)	(8,578,971)
Net Income (Loss)	3,095,413	(859,163)	3,591,587	(713,168)	(4,701,361)	7,446,159	(254,997)	1,325,411	(3,658,550)	(3,079,736)	1,554,308	(712,752)
Ending Cash	$ 3,095,413	$ 2,236,250	$ 5,827,838	$ 5,114,670	$ 413,309	$ 7,859,468	$ 7,604,471	$ 8,929,882	$ 5,271,333	$ 2,191,597	$ 3,745,905	$ 3,033,152

PARIS/PMP MAP


SBIA
PALMETTO AV
PIONEER
BERNARDINO
LUGONIA
PLUM
ORANGE TREE
INDUSTRIAL PARK
REDLANDS
COLTON
STATE
CITRUS
ORANGE
BARTON
BEAUMONT
TIMOTEO
CANYON
RIVERVIEW
HARTZELL
BROCKTON
STILLMAN
SYLVAN
CENTRAL
HIGHLAND
5TH
6TH
BRITTANY
E REDLANDS BL
GOLDEN WEST
ANITA
UNKNOWN
ELIZABETH
PACIFIC
SUNSET
FAIRWAY
ALTA VISTA
MENTONE
MILL CREEK RD
YUCAIPA
BLVD
CHAPMAN HEIGHTS RD
CALIMESA BLVD
LIVE OAK RD
SAN ALESSANDRO
SAN TIMOTEO CANYON RD
SAN BERNARDINO
SAN PABLO
SAN MARCOS
SAN JACINTO
SAN JOSE
SAN MARINO
SAN GABRIEL
SAN DIMAS
SAN JUAN
SAN JACINTO

City Council/Financing Authority Meeting **I. 18.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8630 concerning the Five-Year Capital Project Needs Analysis for FY 25/26 through FY 29/30 and determine that this action 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 motion is provided:

I move to adopt Resolution No. 8630.

RECOMMENDATION:

Staff recommends City Council adoption of Resolution No. 8630.

DISCUSSION:

In November 1989, San Bernardino County voters approved Measure I, which imposed a one-half of one percent retail transaction and use tax. Although the Measure I tax was scheduled to sunset in 2010, San Bernardino County voters approved the renewal of Measure I in November 2004 for thirty (30) additional years from 2010 to 2040.

The Measure I Strategic Plan requires each local jurisdiction receiving a portion of Measure I revenues to annually adopt a Five-Year Capital Project Needs Analysis (CPNA). The CPNA outlines specific regional projects on which Measure I funds may be expended. The Measure I CPNA differs from the Measure I CIP list. The CPNA is specifically for funding arterial projects identified in the most recent San Bernardino Transportation Authority (SBCTA) Nexus

Study. Only projects included in the SBCTA Nexus Study are eligible for an allocation of Measure I CPNA Program funding. The project list is updated every two (2) years, which gives cities the opportunity to add and/or update priority projects. SBCTA staff uses the CPNA and additional information to conduct a cash-flow analysis. Once the analysis is completed, a recommendation for apportionment and specific project allocations is considered by the SBCTA Policy Committee and Board of Directors to determine budgets for each jurisdiction for the next five (5) years.

A portion of Measure I funding is combined with Development Impact Fees collected by the City from each new development to construct transportation improvements. The City is required to adopt the attached resolution to remain eligible for its proportional share of Measure I revenue disbursements from SBCTA. Approval of Resolution No. 8630 allows staff to request reimbursement from Measure I revenues when expenditures related to each of the listed projects occur.

Projects listed in the Five-Year CPNA (FY 25/26 through FY 29/30) include:

- Widen Citrus Avenue from Dearborn Street to Wabash Avenue from 2 to 4 lanes
- Traffic signal at the intersection of Dearborn Street and Citrus Avenue
- Traffic signal at the intersection of Wabash Avenue and Citrus Avenue
- Traffic signal at the intersection of Wabash Avenue and 5th Avenue

Adoption of Resolution No.8630 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA), as it can be seen with certainty that approval of this Resolution will have no physical effect on the environment.

ALTERNATIVES:

City Council may elect to deny the staff recommendation. However, the City will not be eligible for future Measure I revenue disbursements if the Resolution is not adopted.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Goutam K. Dobey, City Engineer

PREPARED BY:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Fiscal Year: FY 24/25

Discussion:

There is no fiscal impact associated with this action. The total program funding provides for future expenditures matching anticipated revenues.

Attachments

A. Resolution No. 8630 - Measure I CPNA

B. Exhibit A to Resolution

RESOLUTION NO. 8630

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2025/2026 THROUGH 2029/2030.

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-1 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from certain Measure I Programs to annually adopt and update a Five-Year Capital Project Needs Analysis; and

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 sections 15061(b)(3), as it can be seen with certainty by this City Council that the approval of this Resolution establishing a Five-Year Capital Project Needs Analysis will have no physical effect on the environment.

Section 2. That the Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2025/2026 through 2029/2030, attached to this Resolution as Exhibit "A," is hereby adopted.

ADOPTED, SIGNED AND APPROVED this 17th day of September, 2024.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 17th day of September, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

Measure I Five-Year Capital Project Needs Analysis

Capital Project Needs Analysis
City of Redlands
Valley Arterial Sub-Program

Nexus Project Cost	$ 1,500,000
Dev. Loan?	No
5-Year Advance?	No
Public Share:	76.9%
Dev. Share:	23.10%

Project Information	Phase	Funding	PRIOR*	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FUTURE
Widen Citrus Ave from Dearborn St to Wabash Ave from 2 to 4 lanes	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
$1,500,000.00	**Total Cost:**	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$1,153,500.00		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$1,500,000.00**							
	Fund Type:	MSI Arterial	$ -	$ 1,153,500.00	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ 346,500.00	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2023/2024 expenses.

Capital Project Needs Analysis
City of Redlands
Valley Arterial Sub-Program

Nexus Project Cost	$ 800,000
Dev. Loan?	No
5-Year Advance?	No
Public Share:	76.9%
Dev. Share:	23.10%

Project Information	Phase	Funding	PRIOR*	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FUTURE
Construct a Traffic Signal at the Intersection of Dearborn St and Citrus Ave	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
$800,000.00	**Total Cost:**	**$100,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ 76,900.00	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ 23,100.00	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$615,200.00		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$700,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ 538,300.00	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ 161,700.00	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2023/2024 expenses.

Capital Project Needs Analysis

City of Redlands

Valley Arterial Sub-Program

Nexus Project Cost	**$**	**870,000**
Dev. Loan?	**No**	
5-Year Advance?	**No**	
Public Share:	**76.9%**	
Dev. Share:	**23.10%**	

Project Information	Phase	Funding	PRIOR*	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FUTURE
Construct a Traffic Signal at the Intersection of Wabash Ave and Citrus Ave	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
$870,000.00	**Total Cost:**	**$120,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ 92,280.00	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ 27,720.00	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$669,030.00		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$750,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ 576,750.00	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ 173,250.00	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2023/2024 expenses.

Capital Project Needs Analysis
City of Redlands
Valley Arterial Sub-Program

Nexus Project Cost	**$**	**885,000**
Dev. Loan?	**No**	
5-Year Advance?	**No**	
Public Share:	**76.9%**	
Dev. Share:	**23.10%**	

Project Information	Phase	Funding	PRIOR*	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FUTURE
Construct a Traffic Signal at the Intersection of Wabash Ave and 5th Ave	**PA&ED**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
$885,000.00	**Total Cost:**	**$125,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ 96,125.00	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ 28,875.00	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$680,565.00		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$760,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ 584,440.00	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ 175,560.00	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2023/2024 expenses.

Measure I Valley Major Street/Arterial Sub-Program
Summary of Allocations, Balances & Special Arrangements

	SHARES	ALLOCATIONS	BALANCES		SPECIAL ARRANGEMENTS	
Jurisdiction	Current Equitable Share*	FY10/11 thru FY24/25	Reimbursements FY10/11 thru 4/25/24	Allocation Balance	Approved Advances @ 4/25/24	Term Loan Collateral @ 4/25/24
Chino	7.591%	$21,558,595	$298,946	$21,259,649	$12,985,417	
Chino Hills	2.194%	$3,043,718	$0	$3,043,718		
Colton	2.534%	$7,641,422	$418,015	$7,223,406		
Fontana	19.400%	$45,055,179	$7,634,761	$37,420,418		
Grand Terrace	1.389%	$4,188,609	$151,462	$4,037,147		
Highland	6.777%	$20,369,684	$6,108,258	$14,261,426		$2,574,105
Loma Linda	4.074%	$12,285,380	$5,243,316	$7,042,063		
Montclair	0.597%	$1,800,287	$1,913,734	-$113,447	$1,105,972	$1,990,241
Ontario	12.272%	$37,006,918	$17,397,975	$19,608,942	$6,383,764	
Rancho Cucamonga	5.044%	$12,352,298	$5,429,607	$6,922,691		
Redlands	4.854%	$14,637,514	$2,112,512	$12,525,002		
Rialto	3.831%	$11,055,088	$8,146,197	$2,908,891		
San Bernardino	7.857%	$23,693,232	$11,039,066	$12,654,167	$14,555,475	
Upland	2.743%	$8,271,673	$3,158,457	$5,113,216	$2,029,872	
Yucaipa	5.965%	$16,481,075	$15,052,759	$1,428,316	$9,832,320	
County	12.878%	$38,834,345	$6,126,338	$32,708,007		
Arterial Allocation	100.000%	$278,275,017	$90,231,403	$188,043,613	$46,892,820	$4,564,346

Measure I Valley Major Street/Arterial Sub-Program Revenue Projections Fiscal Years 2025/2026 through 2029/2030

Jurisdiction	SHARES	CPNA REVENUE PROJECTIONS*					TOTALS		
	Current Equitable Share	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	Total Projected Revenue	Current Allocation Balance	Total Available through FY29/30
Chino	7.591%	$2,327,137	$2,390,173	$2,452,267	$2,516,746	$2,599,180	$12,285,504	$21,259,649	$33,545,152
Chino Hills	2.194%	$0	$0	$0	$0	$0	$0	$3,043,718	$3,043,718
Colton	2.534%	$813,373	$834,712	$855,733	$877,561	$905,467	$4,286,845	$7,223,406	$11,510,251
Fontana	19.400%	$4,205,211	$4,363,255	$4,518,935	$4,680,600	$4,887,277	$22,655,278	$37,420,418	$60,075,696
Grand Terrace	1.389%	$445,847	$457,544	$469,066	$481,031	$496,327	$2,349,814	$4,037,147	$6,386,961
Highland	6.777%	$2,169,825	$2,226,851	$2,283,024	$2,341,356	$2,415,930	$11,436,986	$14,261,426	$25,698,411
Loma Linda	4.074%	$1,307,688	$1,341,996	$1,375,791	$1,410,885	$1,455,750	$6,892,110	$7,042,063	$13,934,173
Montclair	0.597%	$191,627	$196,655	$201,607	$206,750	$213,324	$1,009,963	-$113,447	$896,516
Ontario	12.272%	$3,939,113	$4,042,459	$4,144,258	$4,249,970	$4,385,117	$20,760,917	$19,608,942	$40,369,859
Rancho Cucamonga	5.044%	$1,245,343	$1,286,434	$1,326,911	$1,368,944	$1,422,680	$6,650,312	$6,922,691	$13,573,003
Redlands	4.854%	$1,558,055	$1,598,932	$1,639,197	$1,681,010	$1,734,465	$8,211,660	$12,525,002	$20,736,662
Rialto	3.831%	$1,188,824	$1,220,753	$1,252,205	$1,284,866	$1,326,621	$6,273,270	$2,908,891	$9,182,161
San Bernardino	7.857%	$2,521,970	$2,588,136	$2,653,311	$2,720,992	$2,807,518	$13,291,927	$12,654,167	$25,946,093
Upland	2.743%	$880,459	$903,558	$926,312	$949,940	$980,148	$4,640,417	$5,113,216	$9,753,633
Yucaipa	5.965%	$1,790,907	$1,840,134	$1,888,624	$1,938,979	$2,003,354	$9,461,998	$1,428,316	$10,890,314
County	12.878%	$4,133,630	$4,242,078	$4,348,904	$4,459,837	$4,601,657	$21,786,106	$32,708,007	$54,494,113
Totals	**100.000%**	**$28,719,007**	**$29,533,671**	**$30,336,145**	**$31,169,466**	**$32,234,815**	**$151,993,106**	**$188,043,613**	**$340,036,719**

* 15-year reconciliation of shares in effect until FY35/36, which reduces allocations to Chino Hills, Fontana, and Rancho Cucamonga to account for allocations to projects through the Project Advancement Agreement process.

City Council/Financing Authority Meeting **I. 19.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a purchase order modification in the amount of $7,300 with Loma Linda University Children's Hospital for use of the Children's Assessment Center (Police Chief Tolber)

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 a purchase order modification in the amount of $7,300 with Loma Linda University Children's Hospital for use of the Children's Assessment Center.

RECOMMENDATION:

Staff recommends City Council authorize staff to execute a purchase order in the amount of $7,300 with Loma Linda University Children's Hospital for use of the Children's Assessment Center.

DISCUSSION:

On June 18, 2024, City Council approved a MOU with Loma Linda University Children's Hospital for use of the Children's Assessment Center for three years at an annual cost of $7,200. However, the amount per the MOU is $7,300. Staff is requesting to revise the purchase order amount to the correct amount stated in the MOU.

ALTERNATIVES:

City Council may decide not to approve the revised amount to the purchase order.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Rachel Tolber, Chief of Police

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

REVIEWED BY:
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Jimmy Nguyen, Management Analyst

Fiscal Impact

Fiscal Year:	2024-25
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$7,300
Budgeted Y/N:	Y
Account No.:	101202-6105

Discussion:

Funds for these services were budgeted for FY 2024/25 and will be requested in subsequent years.

Attachments

LLUCH MOU

MEMORANDUM OF UNDERSTANDING

between

Loma Linda University Children's Hospital

And

San Bernardino County Police Departments

for

Use of Children's Assessment Center

July 1, 2024

WHEREAS, there exists a need for additional medical and forensic services to examine and diagnose children of suspected child abuse; and

WHEREAS, the County of San Bernardino and its affiliates, and Loma Linda University Children's Hospital (LLUCH), have entered into a contractual public-private endeavor to provide these services at the jointly operated Children's Assessment Center (CAC); and

WHEREAS, because of the above-referenced public-private endeavor, the LLUCH is offering the County's local law enforcement and other child protecting Agencies an opportunity to obtain the medical and forensic services needed to examine and diagnose children of suspected sexual and/or physical abuse;

NOW THEREFORE, the LLUCH and local law enforcement Agencies and other child protecting Agencies, hereinafter referred to as Agencies, mutually agree to the following terms and conditions:

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I. DEFINITIONS

A. Agencies - For purposes of this MOU, local law enforcement and other child protecting Agencies able to access the services of the Center.

B. Children's Assessment Center (CAC) - Referred to as the Center. For purposes of this MOU, shall only be that portion of the Center which is for the medical and forensic interview, examination and diagnosis of suspected child sexual and/or physical abuse. It does not include the direct treatment of the emotional, mental or physical consequences of abuse.

C. Loma Linda University Children's Hospital (LLUCH) - Will provide the Center's Medical Director who is responsible for the medical direction of the Center.

II. SERVICES TO BE PERFORMED

A. The Center shall provide a medical sexual and/or physical abuse evidentiary examination by an examiner qualified for the practice of medical diagnosis of child abuse as well as qualified for practicing their medical specialty. The examination shall include medical history, physical examination, and if medically appropriate, an in-depth examination of the genitalia using a coloposcope. The medical examination shall comply with the California Medical Protocol for Examination of Sexual Assault and Child Abuse Victims.

B. The Center shall provide the Agencies an original copy of the completed report of the outcome of the evaluation upon completion of the examination.

C. The Center's Medical Director shall have the absolute right and discretion to refuse to conduct a medical examination or order certain laboratory tests with respect to a particular child.

D. Qualified and trained Masters level professional with Child Forensic Interview Training (CFIT) and certification to perform the forensic interview(s) of a child suspected of being abused. The Forensic Interview (FI), shall work under the direction and control of the Medical Director and the Center's Manager.

1. All forensic interviews will be memorialized and a copy of the interview evidence will be provided to the referring Agencies.

2. Prior to conducting the forensic interview, the FI will review records relative to the child which have been provided to the Center and will consult with the authorized individual from the Agencies as to the content and purpose of the interview.

III. OBLIGATIONS OF AGENCIES

A. The Agencies shall pay to LLUCH an annual membership fee calculated by population size, as outlined in Exhibit A, which entitles them to the services outlined in Section II.

B. No changes to the fee structure or calculations will be permitted within the first year of this Agreement. All changes thereafter are to be reassessed on an annual basis and must be stated in a written amendment to this Agreement.

IV. INVOICE AND PAYMENT PROCEDURES

A. ANNUAL MEMBERSHIP FEE

LLUCH shall submit an invoice to the Agencies for the membership fee annually. The Agencies shall pay the membership fee within forty-five (45) days of receiving the invoice. The Agencies must submit payment within forty-five (45) days to continue to utilize the Center's services.

1. The annual membership entitles the Agencies access to services outlined in Section II of the agreement, it does not include the direct treatment of the emotional, mental, or physical consequences of abuse. LLUCH reserves the right and responsibility to bill and collect from third party payors (including Medi-Cal and private insurance) any fees for evidentiary medical examination rendered by CAC during any client session.

B. BILLING AND PAYMENT ADDRESSES

1. The Agencies' designated person and address for billing purposes shall be:

BARSTOW POLICE DEPARTMENT
Attn:
220 East Mountain View Street, Barstow, CA 92311

CHINO POLICE DEPARTMENT
Attn:
5450 Walnut Avenue, Chino, CA 91708

COLTON POLICE DEPARTMENT
Attn:
650 N. La Cadena Drive, Colton, CA 92324

FONTANA POLICE DEPARTMENT
Attn:
17005 Upland Avenue, Fontana, CA 92335

MONTCLAIR POLICE DEPARTMENT
Attn:
4870 Arrow Highway, Montclair, CA 91763

ONTARIO POLICE DEPARTMENT
Attn: Fiscal Services
2500 South Archibald Avenue, Ontario, CA 91761

REDLANDS POLICE DEPARTMENT
Attn:
30 Cajon, Post Office Box 1025, Redlands, CA 92373

RIALTO POLICE DEPARTMENT

Attn:
128 North Willow Avenue, Rialto, CA 92376

SAN BERNARDINO POLICE DEPARTMENT
Attn: Finance Unit
290 North "D" Street, San Bernardino, CA 92402

UPLAND POLICE DEPARTMENT
Attn: Lieutenant
1499 West 13th Street, Upland, CA 91786

2. Payments shall be made payable to:

LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL

The address and designated person for pilling purposes shall be:
CHILDREN'S ASSESSMENT CENTER
Attn: Program Administrator
700 E. Gilbert Street, San Bernardino, CA 92415

V. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

Each party to this agreement agrees to indemnify and hold harmless the other party and its officers, employees, agents and volunteers from any and all claims or actions resulting from the other party's acts, errors or omissions and for any costs or expenses incurred by the party on account of any claim therefore.

B. INSURANCE

Each Agency to this agreement is a public entity and is legally self-insured under the laws of the State of California. LLUCH is also legally self-insured under the laws of the State of California.

VI. TERM

This Memorandum of Understanding (MOU) is effective as of July 1, 2024 and expires June 30, 2027, but may be terminated earlier in accordance with provisions of Section VII of this MOU.

VII. EARLY TERMINATION

This MOU may be terminated without cause upon thirty (30) days written notice by either Agency. LLUCH is authorized to exercise rights as to all or any of the Agencies with respect to any termination of this MOU. The Agency's Director, or his/her appointed designee, has authority to terminate this MOU on behalf of the Agencies.

VIII. GENERAL PROVISIONS

A. When notices are required to be given pursuant to this MOU, the notices shall be in writing and mailed to the following respective addresses listed below.

1. Agencies:

BARSTOW POLICE DEPARTMENT
Attn:
220 East Mountain View Street, Barstow, CA 92311

CHINO POLICE DEPARTMENT
Attn:
5450 Walnut Avenue, Chino, CA 91708

COLTON POLICE DEPARTMENT
Attn:
650 N. La Cadena Drive, Colton, CA 92324

FONTANA POLICE DEPARTMENT
Attn:
17005 Upland Avenue, Fontana, CA 92335

MONTCLAIR POLICE DEPARTMENT
Attn:
4870 Arrow Highway, Montclair, CA 91763

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Attn: Fiscal Services
2500 South Archibald Avenue, Ontario, CA 91761

REDLANDS POLICE DEPARTMENT
Attn:
30 Cajon, Post Office Box 1025, Redlands, CA 92373

RIALTO POLICE DEPARTMENT
Attn:
128 North Willow Avenue, Rialto, CA 92376

SAN BERNARDINO POLICE DEPARTMENT
Attn: Finance Unit
290 North "D" Street, San Bernardino, CA 92402

UPLAND POLICE DEPARTMENT
Attn: Lieutenant
1499 West 13th Street, Upland, CA 91786

2. LLUCH:

LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL
Ambulatory Administration
11234 Anderson Street, CH1816
Loma Linda, CA 92354

B. Nothing contained in this MOU shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall

either Agency have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Agency hereto.

C. Agencies shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of LLUCH in an attempt to secure favorable treatment regarding this MOU.

LLUCH, by written notice, may immediately terminate any MOU if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of LLUCH with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a MOU has been awarded.

Agencies shall immediately report any attempt by a LLUCH officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Agencies. The report shall be made to the supervisor or manager charged with supervision of the employee or to LLUCH's Administrative Office. In the event of a termination under this provision, LLUCH is entitled to pursue any available legal remedies.

D. No waiver of any of the provisions of the MOU shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Agencies. No course of dealing and no delay or failure of an Agency in exercising any right under the MOU shall affect any other or future exercise of that right or any exercise of any other right. An Agency shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

E. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both Agencies as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Agencies hereto.

F. If any provision of the MOU is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the MOU shall not be affected.

G. This MOU shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Agencies agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes resulting under this MOU, to the exclusion of all other federal and state courts.

H. This MOU is not assignable by Agencies either in whole or in part.

I. Agencies shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this

MOU, except for statistical information not identifying any participant. The Agencies shall not use or disclose any identifying information for any other purpose other than carrying out the Agency's obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.

Moreover, Agencies and LLUCH both recognize the breadth of laws and regulatory requirements concerning the confidentiality of child sexual abuse information and will ensure that their employees, volunteers and agents are familiar with the lawful release and exchange of such confidential information.

J. Agencies and LLUCH shall comply with all Federal, State and local laws and regulations and requirements.

XI. CONCLUSION

A. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

Signatures to Follow

LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL

Name: Peter Baker
Title: Senior Vice President
Date: 5/3/24

BARSTOW POLICE DEPARTMENT

Name: Andrew Espinoza Jr.
Title: Chief of Police
Date:

CHINO POLICE DEPARTMENT

Name: Kevin Mensen
Title: Chief of Police
Date:

COLTON POLICE DEPARTMENT

Name: Henry Dominguez
Title: Chief of Police
Date:

FONTANA POLICE DEPARTMENT

Name: Michael Dorsey
Title: Chief of Police
Date:

MONTCLAIR POLICE DEPARTMENT

Name: Jason Reid
Title: Chief of Police
Date:

ONTARIO POLICE DEPARTMENT

Name: Michael Lorenz
Title: Chief of Police
Date:

REDLANDS POLICE DEPARTMENT

Name: Rachel Tolber
Title: Chief of Police
Date: 7/8/2024

RIALTO POLICE DEPARTMENT

Name: Mark P. Kling
Title: Chief of Police
Date:

SAN BERNARDINO POLICE DEPARTMENT

Name: Darren L Goodman
Title: Chief of Police
Date:

UPLAND POLICE DEPARTMENT

Name: Marcelo Blanco
Title: Chief of Police
Date:

Exhibit A

Fee Structure: Fees are calculated by population. Cities with a population over 50,000 pay $5,000 membership fee plus 10 cents per resident over 50,000 residents. Cities with populations below 50,000 residents pay the $5,000 membership fee only. All jurisdictions paying fees are entitled to receive unlimited assessments at no additional cost.

Jurisdiction	Population	Annual Fee
San Bernardino Police Department	220,000	$22,000
Fontana Police Department	212,000	$21,200
Ontario Police Department	179,000	$17,900
Rialto Police Department	103,000	$10,300
Chino Police Department	93,000	$9,300
Upland Police Department	78,000	$7,800
Redlands Police Department	73,000	$7,300
Colton Police Department	53,000	$5,300
Barstow Police Department	<50,000	$5,000
Montclair Police Department	<50,000	$5,000

City Council/Financing Authority Meeting **I. 20.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Grant Agreement with the Office of Traffic Safety relating to the distribution of a grant award in an amount not-to-exceed $120,000; authorize the Chief of Police to sign and execute agreements implementing the grant; approve an additional appropriation of the same (Police Chief Tolber)

MOTION(S):

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

I move to approve a Grant Agreement with the Office of Traffic Safety relating to the distribution of a grant award in an amount not-to-exceed $120,000; authorize the Chief of Police to sign and execute agreements implementing the grant; and approve an additional appropriation of the same.

RECOMMENDATION:

Staff recommends accepting the Office of Traffic Safety “Selective Traffic Enforcement Program” PT25106 grant for local law enforcement agencies; authorizing the Chief of Police to sign and execute agreements implementing the grant; and authorizing an additional appropriation to the police department in the amount of $120,000.

DISCUSSION:

California will initiate the Selective Traffic Enforcement Program (STEP) on October 1, 2024. The grant will fund DUI checkpoints, DUI saturation patrols, speeding, red light, and stop sign enforcement, and pedestrian / bicycle enforcement. In addition, the grant will fund the Know Your Limit program and collaborative DUI and traffic enforcement with other agencies. Grant funds will be used to staff the enforcement operations with first-line supervisors and

officers from the Redlands Police Department. The STEP operations and DUI checkpoint and saturation patrols are highly publicized and provide both education and enforcement of traffic and DUI laws. The grant funds will be used for overtime to conduct the operations.

ALTERNATIVES:

Do not accept the grant.

STRATEGIC PLAN:

Continues the support of Objective E-8.2: Research and implement evidence-based methods to reduce violent and property crime and effectively address traffic concerns.

SUBMITTED BY:
Rachel Tolber, Police Chief

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

REVIEWED BY:
Yvette M. Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Selina Sanchez, Grant Coordinator

PREPARED BY:
Ryan Steinhaus, Traffic Sergeant

Fiscal Impact

Fiscal Year:	2024-25
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	120,000
Budgeted Y/N:	Y

Discussion:

There is no impact to the General Fund. All expenditures are reimbursable under the grant.

Attachments

OTS Grant Agreement
Additional Appropriation

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Redlands

3. Grant Period
From: 10/01/2024
To: 09/30/2025

4. AGENCY UNIT TO ADMINISTER GRANT
Redlands Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $120,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Ryan Steinhaus
TITLE: Sergeant
EMAIL: rsteinhaus@redlandspolice.org
PHONE: (909) 647-8165
ADDRESS: 1270 W Park Ave Building C
Redlands, CA 92373

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Rachel Tolber
TITLE: Chief of Police
EMAIL: rtolber@redlandspolice.org
PHONE: 909-557-6584
ADDRESS:
,

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Jimmy Nguyen
TITLE: Management Analyst
EMAIL: jnguyen@redlandspolice.org
PHONE: (909) 488-2983
ADDRESS: PO Box 1025
Redlands, CA 92373

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: Q6LKTJ5M3JA8 REGISTERED ADDRESS: 1270 W. Park Ave Bldg C CITY: Redlands ZIP+4: 92373-8112

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$120,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				AMOUNT ENCUMBERED BY THIS DOCUMENT **$120,000.00**		
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**		
OTS ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE **$120,000.00**		

1. PROBLEM STATEMENT

The City of Redlands' downtown and west-end commercial districts have been and are currently expanding with new businesses, including restaurants and alcohol-serving establishments. The City of Redlands is also witnessing an increase in residential buildings, which will promote more vehicular and pedestrian traffic. The Citrus Plaza/Mountain Grove shopping complex is expanding and has a movie theater and eating establishments that serve alcoholic beverages. The Mountain Grove shopping complex also hosts a summer concert series that brings thousands of people to the shopping and dining establishments. All of this growth has caused an increase in pedestrian traffic and roadway users in the City of Redlands.

The thoroughfares in the city are being improved to relieve congestion and accommodate the high volume of travel by roadway users throughout the day and night. A commuter rail system currently transports community members back and forth from downtown Redlands to the City of San Bernardino. The commuter rail system has created a significant impact on the roadways and traffic congestion in the city. Highways such as Interstate 10, 210, and State Highway 38 travel through Redlands and provide connectors to a multitude of other cities. The assistance of the STEP grant will allow officers to be deployed for additional traffic safety measures, education, and enforcement. Additional training provided through the STEP grant will also assist officers with investigations and arrests of drivers who are found to be operating a motor vehicle while impaired. This could involve alcoholic beverages, illegal drugs, or prescription medication.

In 2020, the Redlands Police Department investigated 611 injury traffic collisions; in 2021, we had 627 injury traffic collisions, which was an increase of 16. Our injury alcohol-related traffic collisions went up from 35 in 2020 to 66 in 2021 and then back down to 53 in 2022. This significant decrease/increase is likely due to the statewide lockdown and the closure of bars and other drinking establishments during 2020, coupled with the re-opening of said establishments in 2021. In 2020 and 2021, we had zero fatal hit-and-run traffic collisions, but in 2022, we had one. However, in 2023, we had 12 fatalities from 7 traffic collisions.

As we look at the past and local statistics, we can see the direct correlation with staffing levels and reduction in fatal collisions. To highlight this reduction, we look at our 2020 collision data (see Traffic Data Summary). In 2021, we were able to complete all of the grant objectives and sustained four (4) fatal traffic collisions. This is in contrast to 2020, when we were affected by COVID-19 and could not complete all of the grant objectives and investigated 6 vehicle collisions that resulted in fatalities. Furthermore, as our fatal collisions in 2020 decreased by 2 in 2021, we also had a decrease in our injury traffic collisions from 2020 to 2021. In 2020, we did not meet the grant objectives; however, this was due to the pandemic and state lockdown, not any issues at our department. So, as you can see, the funding and completion of grant objectives have given the Redlands Police Department the ability to reduce traffic collisions. Another factor in reducing fatal traffic collisions is that in 2019, the Redlands Police Department was able to staff a full-time traffic unit staffed by a Motor/Traffic detective and a senior Motor/Traffic Investigator. The combination of completing the grant objectives and adding the traffic unit has shown to be effective in reducing injury traffic collisions in the City of Redlands. In 2022, the City of Redlands funded two (2) officers in traffic and special events; however, in 2023, we lost one traffic officer through attrition. Therefore, grant funding remains of the utmost importance and is likely a significant factor in decreasing fatal traffic collisions. The full-time traffic unit is making strides to reduce fatal traffic collisions, but without help from grant funding, we feel many of our traffic collisions categories will once again surge.

We know that typically driving under the influence (DUI) is the highest during the holidays. Significant progress has been made in reducing DUI collisions by law enforcement as a whole, but DUI deaths have not dropped and continue to increase. It is going to take a coordinated effort between Law Enforcement, community-based organizations, and media outreach to help combat this problem.

Several DUI suspects have made statements during DUI investigations and at checkpoints that they have purchased alcoholic beverages at our local bars and restaurants. The City of Redlands has 206 active alcohol-licensed establishments, of which 145 are “on-sale” businesses. The continuing growth and development of the city will lead to an increase in the number of alcohol establishments in our city. Our

downtown bars have a large number of calls involving intoxicated patrons, minors purchasing alcohol, and open container consumption in parking lot areas. Continuous inspections of the Alcohol-licensed establishments are key in keeping the locations in compliance. Having a “know your limit” program will ease the alcohol-related events and DUIs in the City of Redlands.

The Redlands Police Traffic Unit clearly needs to do more work to decrease injury collisions and offenses that cause injury collisions. The Redlands Police Department Traffic Unit is working on serving the motoring public by increasing awareness, education, and proactive enforcement. Grant funding will assist in meeting our goal to reduce the number of injury traffic collisions and improve traffic safety for the citizens of Redlands.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	**Target Number**
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	3
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).	2
7. Send law enforcement personnel to the DRE Recertification training.	1
8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended	6

the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	
9. Conduct DUI Saturation Patrol operation(s).	12
10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	6
11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	3
12. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	3
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	3
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
15. Conduct Know Your Limit campaigns with an effort to reach members of the community.	6
16. Participate in highly visible collaborative DUI Enforcement operations.	1
17. Participate in highly visible collaborative Traffic Enforcement operations.	2
18. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1
19. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	1
20. Participate in community collaboration and engagement activities to engage in conversations regarding traffic safety to both share information and receive input from the community members.	2

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

<u>Media Requirements:</u>

Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. <u>Phase 2 – Program Operations</u> (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with “INTERNAL ONLY: DO NOT RELEASE” message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.

- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-25	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$70,000.00
402PT-25	20.600	State and Community Highway Safety	$50,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-25	$6,000.00	6	$36,000.00
DUI Saturation Patrols	164AL-25	$1,500.00	12	$18,000.00
Know Your Limit	164AL-25	$1,500.00	5	$7,500.00
Collaborative DUI Enforcement	164AL-25	$3,000.00	1	$3,000.00
Traffic Enforcement	402PT-25	$2,500.00	6	$15,000.00
Distracted Driving	402PT-25	$2,500.00	3	$7,500.00
Pedestrian and Bicycle Enforcement	402PT-25	$2,500.00	3	$7,500.00
Motorcycle Safety	402PT-25	$2,500.00	3	$7,500.00
Street Racing and Sideshow Enforcement Operations	402PT-25	$2,500.00	1	$2,500.00
Collaborative Traffic Enforcement	402PT-25	$2,500.00	2	$5,000.00
Category Sub-Total				$109,500.00
B. TRAVEL EXPENSES				
In State Travel	402PT-25	$5,000.00	1	$5,000.00
				$0.00
Category Sub-Total				$5,000.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
PAS Device/Calibration Supplies	164AL-25	$800.00	1	$800.00
DUI Checkpoint Supplies	164AL-25	$3,600.00	1	$3,600.00
Vehicle Wrap	164AL-25	$1,100.00	1	$1,100.00
Category Sub-Total				$5,500.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$120,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. 6 Events, 8 Officers, 6 Hours
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. 12 Events, 2 Officers, 6 Hours
Know Your Limit - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel. 2 Officers, 6 Events, 6 Hours
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel 4 Officers, 6 Hours
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. 4 Officers, 6 Events, 6 Hours
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. 4 Officers, 6 Events, 4 Hours
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. 4 Events, 4 Officers, 4 Officers
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. 4 Officers, 2 Events, 6 Hours
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. 4 Officers, 4 Hours, 1 Event
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel 4 Officers, 6 Hours, 3 Events
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include Lifesavers March 2025 and OTS Traffic Safety Law Enforcement Forum June 2025. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds. Classes, Trainings, Travel, Lodging
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS PAS Device/Calibration Supplies - Preliminary alcohol screening device to detect the presence of alcohol in a person's breath and calibration supplies to ensure accuracy. Costs may include mouth pieces, gas and accessories.
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).
Vehicle Wrap - Signage applied to a vehicle turning it into a mobile billboard. The wrap must include a traffic safety message and include the OTS logo. Draft graphics must be submitted to OTS for prior approval. OTS will not pay for paid media space under this line item.
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.
Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS
The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to all subrecipients as well as States)
The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 08/21/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Police

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Overtime Salaries	200202	5102	F202036	109,500.00
Travel Exp Reimb	200202	6402	F202036	5,000.00
Special Departmental Supplies	200202	7810	F202036	5,500.00
				$ 120,000.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200202	4407	F202036	120,000.00
				$ 120,000.00 -

JUSTIFICATION: OTS STEP 2024/25 Grant Award #PT25106

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council/Financing Authority Meeting **J. 1.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider Resolution No. 8629 for 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 continued to October 1, 2024 (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 City Council continue the public hearing to consider Resolution No. 8629 for 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 to October 1, 2024.

RECOMMENDATION:

Staff recommends continuing the public hearing considering the public hearing to consider Resolution No. 8629 for 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 to October 1, 2024, to allow time to update corresponding hearing documents.

DISCUSSION:

Staff recommends continuing the public hearing considering the public hearing to consider Resolution No. 8629 for 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 to October 1, 2024, to allow time to update corresponding hearing documents.

ALTERNATIVES:
N/A

STRATEGIC PLAN:
N/A

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

PREPARED BY:
Jennifer Macias, Management Analyst

City Council/Financing Authority Meeting **K. 1.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Amended and Restated City Manager Employment Agreement between the City of Redlands and Charles M. Duggan, Jr. (Assistant City Manager McConnell)

MOTION(S):

If the City Council determines the recommendation is appropriate, the following motion is provided:

I move to approve the Amended and Restated City Manager Employment Agreement between the City of Redlands and Charles M. Duggan, Jr.

RECOMMENDATION:

To approve the Amended and Restated Employment Agreement between the City of Redlands and Charles M. Duggan, Jr.

DISCUSSION:

Charles M. Duggan, Jr. has dutifully served as the City Manager since January 2020. The current Employment Agreement with the City Manager expires on January 31, 2026. The City Council wishes to amend the City Manager's contract prior to its expiration. It is proposed that the City Council approve an Amended and Restated Employment Agreement, which proposes the following terms.

1. Term of the employment agreement extended to January 31, 2028.
2. Base salary increases in accordance with the following schedule:
    a. Effective January 15, 2025, annual base salary shall increase to Three Hundred Twenty Thousand Dollars ($320,000).
    b. Effective the first payroll period following July 1, 2025, Employee will receive a one percent (1%) increase to his Salary over the prior year.
3. Other terms as set forth in the current contract remain unchanged.

This report complies with Government Code Section 54953(c)(3).

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

RECOMMENDED BY:
Mayor Eddie Tejeda and Mayor Pro Tem Paul T. Barich

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

PREPARED BY:
Janice McConnell

Fiscal Impact

Fiscal Year:	2025
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	14,408

Discussion:

The amended and restated agreement represents an increase in base pay of $14,408. Other benefits tied to base salary will be adjusted accordingly and their impacts are minimal.

Attachments

City Manager Employment Agreement
City Manager Employment Agreement Redline

CITY OF REDLANDS

AMENDED AND RESTATED CITY MANAGER EMPLOYMENT AGREEMENT

This Amended and Restated City Manager Employment Agreement (this "Agreement") is made and entered into the 17th day of September, 2024 ("Effective Date") by and between the City of Redlands, a general law city and municipal corporation ("City") and Charles M. Duggan Jr., an individual ("Employee"). For purposes of this Agreement, City and Employee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Employee has dutifully served as City Manager since January 2020; and

WHEREAS, it is the desire of City to continue to retain the services of Employee as City Manager and the desire of the Employee to serve in that capacity; and

WHEREAS, Government Code section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the duties of the city manager of the City are set forth in full in Chapter 2.04 of the Redlands Municipal Code ("RMC"); and

WHEREAS, RMC section 2.04.010 states: "The City Manager shall be appointed by the City Council solely on the basis of his executive and administrative qualifications and ability, and shall hold office at and during the pleasure of the City Council;" and

WHEREAS, it is the desire of City to: (1) provide inducement for Employee to remain in City's employment; (2) make possible full work productivity by providing Employee with assurances regarding his employment; and (3) provide an equitable process for terminating Employee's services if that should occur; and

WHEREAS, the City Council of the City of Redlands ("City Council") has determined that Employee has the required executive and administrative qualifications and ability, along with the level of education, experience, skills and expertise to serve as the City Manager of the City; and

WHEREAS, it is the desire of the City Council to amend and restate the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

1. Employment and Duties

1.1 Duties. The City Council hereby appoints Employee as the City Manager for the City to perform the functions and duties of that position, as described in the California Government Code and Chapter 2.04 of the Redlands Municipal Code (as such Chapter may be amended from time to time in the sole discretion of the City Council without any amendment of this Agreement or Employee's acquiescence), and such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign to Employee. Employee agrees to perform all such functions and duties to the best of his ability and in an efficient, competent, and ethical manner.

1.2 Term. The City hereby employs Employee as City Manager on an at-will basis remaining in effect until January 31, 2028.

1.3 Work Schedule. Employee will report to the entire City Council. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position of City Manager, must be available at all times and devote significant time outside of "normal" City office hours to the business of the City. Employee acknowledges that proper performance of the duties of the City Manager will require Employee to generally observe normal business hours (currently 7:30 a.m. to 5:30 p.m., Monday through Friday in accordance with City's "9/80" work schedule), as set by the City and as may be duly revised from time-to-time by the City, and will also often require the performance of necessary services outside of normal business hours. Employee may bank Fridays worked while City Hall is closed for up to four months. Employee is pre-authorized to work remotely, for periods of time not exceeding two-weeks, four times each year. Employee's compensation (whether salary or benefits) is not based on hours worked. Furthermore, the City Manager position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and Employee shall not be entitled to any compensation for overtime, nor subject to such overtime provisions of the FLSA.

1.4 Other Activities. Employee shall focus his professional time, ability, and attention to the City's business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature, to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of the City Manager.

1.5 Employment Status. Employee shall serve at the will and pleasure of the City Council and understands he shall continue to be an "at-will" employee and shall be subject to summary dismissal without any right of notice or hearing, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.2 below.

1.6 Exemption from Personnel System. Redlands Municipal Code section 2.56.030 expressly exempts the "City Manager" position from the City's Personnel System established in Redlands Municipal Code Chapter 2.56. Employee understands, acknowledges and agrees that Employee is exempt from the City's Personnel System.

1.7 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of Employee's duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.8 ICMA Code of Ethics. The Parties mutually desire for Employee to be subject to and comply with the International City/County Management Association ("ICMA") Code of Ethics, and Employee commits to comply with the ICMA Code of Ethics. The City and the City Council agree that the City Council will not require that Employee violate the ICMA Code of Ethics as part of his employment with the City.

2. Compensation and Reimbursement

2.1 Current Base Salary. Beginning with the pay period to be paid on January 15, 2025, employee shall receive Three Hundred Twenty Thousand Dollars (320,000) as his annual base salary ("Salary") for the City Manager position. Employee's Salary shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid, and shall be subject to normal and proper withholdings as determined by state and federal law, and as determined appropriate by the City Council, and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs. Effective the first payroll period following July 1, 2025, Employee will receive a one percent (1%) increase to his Salary over the prior year.

2.2 Salary Adjustment. Following the annual performance evaluation set forth in Section 5.2 hereof, the City Council may increase Employee's base salary and benefits package based on the results of those annual reviews. Any adjustments in the base salary and/or benefits following the annual performance evaluation under Section 5.2 are not automatic and instead shall be at the sole discretion of the City Council.

2.3 Incentive Bonus. Annually, beginning in August 2023, Employee may be eligible for a lump-sum incentive bonus, at the sole discretion of the City Council, for performance

substantially above expectations. The City Council may establish criteria as the basis for any bonus that may be awarded and such criteria will be delivered in writing to Employee before December 31 of each year. Employee and City agree that the City Council is not obligated to grant an incentive bonus and that no assurances have been given to Employee that any incentive bonus will be granted during the term of this Agreement.

2.4 Business Expense Reimbursements. The City shall reimburse Employee for reasonable and necessary travel, subsistence, and other City-related business expenses incurred by Employee in the performance of his duties. All reimbursements shall be subject to and in accordance with California law, the City's adopted policies, and IRS rules for reporting compensation through payroll or reimbursement through accounts payable.

3. Termination

3.1 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City with at least thirty (30) days prior written notice. In the event Employee terminates this Agreement, Employee expressly agrees that Employee shall not be entitled to any severance pay.

3.2 Termination by the City. The City may terminate this Agreement at any time, with the affirmative vote of the majority of the City Council at a duly authorized meeting, with or without cause, by providing written notice to Employee of the same. The City's right to terminate Employee pursuant to this Section 3.2 shall not be subject to, or in any way limited by, the City's Personnel Rules and Regulations, or any subsequent related resolutions, or past City practices related to the employment, discipline or termination of the City's employees. Employee expressly waives any rights provided for the City Manager under the City's Personnel Rules and Regulations, Municipal Code, or under other local, state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein shall be construed to create a property interest, where one does not exist by rule of law, in the position of City Manager.

(a) Termination by the City for Cause. The City may terminate this Agreement at any time by providing Employee with prior written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including, but not be limited to, any of the following: (1) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or abuse of position as City Manager, (5) conviction of a felony under California law, (6) violation by Employee of the City's anti-harassment policies, as may be amended, or a finding a legally prohibited personal act of harassment against a City official or employee or legally prohibited personal act of discrimination against a City official or employee has occurred and Employee was aware or should have been aware of that act, (7) violation of state law or the RMC or any City ordinance, rule or regulation, (8) use or possession of illegal drugs in violation of state law and/or City policy, (9) continued abuse of non-prescription drugs or alcohol

that materially affects the performance of required duties as City Manager, (10) engaging in conduct unbecoming for a public official or which brings disrepute to the City, (11) any illegal or unethical act involving personal gain, including conviction of theft or attempted theft, (12) Employee's significant mismanagement of City finances, (13) any pattern of repeated, willful and intentional insubordination of the City Council, (14) gross misfeasance or gross malfeasance, (15) failure to comply with the ICMA Code of Ethics, as may be amended; or (16) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates, for cause, this Agreement and the services of Employee hereunder, then the City shall have no obligation to pay Employee any severance pursuant to section 4, below.

(b) Termination by the City without Cause. The City may terminate Employee without cause, with no less than a sixty (60) day notice of intention to terminate his employment, unless such notice period is waived in whole or in part by the City Council, based upon any management reason such as implementing the City's goals or policies, including, but not limited to: (i) change of administration, or (ii) incompatibility of management styles, or for any other reason, or no publicly stated reason. In the event Employee is terminated without cause, Employee shall be compensated at full pay and benefits until the effective date of termination. If so requested by the City Council, Employee shall continue to use his best efforts and skills to perform his duties during this period and shall fully cooperate with any successor designated by the City Council. Employee will qualify for severance pay according to Section 4.1 below. Employee expressly agrees Employee shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

4. Severance

4.1 Severance Pay. In the event Employee is terminated without cause and Employee does not challenge such termination, including, but not limited to, by means of appeal or civil or administrative claim or "liberty-interest" hearing, then the City shall pay to Employee severance in an amount equal to twelve months Employee's base salary then in effect. Notwithstanding any other provision of this Section 4.1, if such proposed severance payment exceeds the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (Government Code Section 53260 provides all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than eighteen (18) months if the unexpired term exceeds eighteen (18) months). The severance payment shall not include the monetary value of benefits during said time, but salary only.

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Subdivision 3.2(a), if Employee is terminated for cause, then the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.1, if Employee initiates termination of this Agreement, then the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause or by expiration of this Agreement. Employee expressly waives any and all other rights with respect to severance pay except as provided herein.

5. Performance Evaluations

5.1. Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate the effective management of the City. Nothing herein shall be deemed to alter or change the employment status of Employee as City Manager (as set forth in Section 1.6 above), nor shall this Section 5 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2. Annual Evaluation. The City Council shall endeavor to conduct a formal or informal review and evaluate the performance of Employee on an annual basis within thirty (30) days before the anniversary date of the Effective Date of this Agreement in each year during the term hereof. Such performance review and evaluation may be conducted concurrently with an annual base salary review provided for in Section 2.2 hereof, and in accordance with the purpose noted in Section 5.1 above.

5.3. Establishment of Goals. The City Council will establish performance objectives and goals for Employee in connection with the initial evaluation, and each annual evaluation, of Employee pursuant to this Section 5. Such objectives and goals shall be reasonably attainable within the time frame established by the City Council and within the City's annual budget.

6. Benefits and Other Compensation

6.1 Professional Development. The City recognizes its obligation to the professional development of the City Manager and agrees Employee shall be given adequate opportunities to develop and maintain skills and abilities as the City Manager. Employee is expected and encouraged to and does agree to participate in professional organizations and to attend local and regional meetings and conferences related to matters of interest to the City consistent with the time required for such attendance in relationship to Employee's other responsibilities as determined by the City Council. The City Council hereby agrees to budget an amount, to be determined in the exercise of its sole discretion, to pay the cost, travel and subsistence expense of Employee for professional and/or official travel, meetings, and occasions adequate to continue professional development of Employee and to adequately pursue necessary official functions for the City. Employee shall be responsible for maintaining any professional certifications recognized as necessary or desirable in the performance of the duties hereunder. The City agrees to pay the annual professional dues and subscriptions necessary for full participation in national, regional, state, or local associations and organizations necessary and desirable for the best interests of the City, and for Employee's continued professional participation and advancement. To authorize the City's annual costs related to Employee's continued professional development, the anticipated costs must be included in the City's adopted or amended annual budget. The City Council is the approval authority for the City's annual budget. At a minimum, that may include any professional dues for membership with the ICMA, and the League of California Cities (LCC), as well as

including travel expenses and registration for attendance at the annual ICMA conference, the annual LCC General Membership conference (LCC's Annual Conference), the annual LCC City Manager Department conference, and the annual LCC New Mayor and Council Members Academy.

6.2 Paid Annual Leave. Employee shall be entitled to paid annual leave ("Annual Leave") at an accrual rate of sixteen and fifty-four one-hundredths (16.54) hours pro rata per pay period. Employee's Annual Leave is inclusive of all other leave benefits including, but not limited to, sick leave, executive leave, and vacation. Upon separation, for any reason, Employee shall be entitled to one hundred percent (100%) of Employee's unused Annual Leave balance then existing, at Employee's then current hourly rate of pay, subject to normal and proper withholdings as determined by state and federal law, and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs in the same manner as other employees of the City.

(a) Holiday Leave. Employee shall be granted the following fourteen (14) holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve and Christmas Day. Employee may bank unused holidays for up to four months.

6.3 Health and Welfare Benefits. Employee shall be entitled to certain rights and privileges no less than all other benefits that are generally accorded to City Department Directors regarding health, welfare and benefits, as provided in the City Department Directors' Memorandum of Understanding, and no less than as set forth in Exhibit "A" to this Agreement.

6.4 Retirement. Employee is believed to be a New Member/PEPRA, as defined by CalPERS and as mandated by the Public Employees' Pension Reform Act of 2013. Employee will be classified in the City's Tier II pension plan. Accordingly, Employee shall be entitled to participate in the City's CalPERS Retirement Program with the 2% at 62 formula.

6.5 Automobile. Employee shall receive Five Hundred Dollars ($500.00) per month as vehicle allowance to reimburse Employee for use of a personal vehicle in pursuit of recognized official duties. The allowance will be paid in the regular payroll process with Salary beginning with the first payroll paid subsequent to the Employee's commencement date consistent with the payment method of allowances provided to other employees of the City. The allowance is subject to normal and proper withholdings as determined by state and federal law and shall be subject to payroll taxes and other payroll-related liability costs in the same manner as other employees of the City. Employee shall be responsible for any personal income tax that may result from that reimbursement.

6.6 Deferred Compensation. Employee is eligible to participate in the City's 457(b) and 401(a) deferred compensation programs. Commencing January 2023, on or before the second payroll check date of each calendar year the City will contribute the maximum amount allowed under the law (including catchup provisions for employees 50 years or older) for that year to Employee's 457(b) deferred compensation plan. Additionally, commencing January 2023, on or

before the second payroll check date of each calendar year the City will also contribute the maximum amount allowed under the Public Employees' Pension Reform Act for that year to Employee's 401(a) deferred compensation plan in an amount equal to the result of the following formula: the difference between the Base Salary and the applicable pensionable compensation limit, pursuant to Government Code section 7522.10, but in no event higher than the Code 401(a)(17) limit, multiplied by the applicable employer normal cost rate for the City's miscellaneous plan as determined by CalPERS and set forth in the annual actuarial valuation reports issued by CalPERS. This amount shall not be reported to CalPERS as pensionable compensation and shall not be subject to any withholdings or taxes in accordance with Sections 3121(a)(5)(A) and 3401(a)(12)(A) of the Internal Revenue Code. If at any time the City ceases to participate in either a 457(b) or 401(a) plan, or is otherwise unable to make the contribution, Employee's salary will be adjusted to include the balance of the unmade contribution.

6.7 Bonding. The City shall bear the full cost of any fidelity or other bonds required for Employee under any law or City ordinance.

6.8 Flexible Spending Account. The City provides a Flexible Spending Account (FSA) program at Employee's sole cost and expense (employee cost may be income tax deferred in accordance with IRS regulations). Expenses that may be reimbursed using the FSA program include childcare, medical expenses not covered by insurance plan, orthodontic work, and similar qualifying expenses.

6.9 Business Equipment. The City will provide to Employee any job-related personal tools or equipment, such as a computer, desk, land-line phone, file cabinets, table and chairs, that serve the professional development of Employee and/or is needed to perform Employee's functions and duties. Upon termination, for any reason, Employee shall return all business equipment to the City no later than Employee's last day of employment. The City shall provide a City-owned cell phone for City-related business and functions during, before and after normal work hours. The City shall pay for any expenses related to initial purchase, data plan, monthly service plan, insurance, and replacement due to normal wear and tear. Employee shall follow the inventory control procedures for portable devices such as laptops and cell phones consistent with control procedures for other City employees. Employee may opt to receive a cellular telephone/smartphone stipend of $100 per month in lieu of device and service plan provided by City.

6.10 Additional compensation. The City Council may authorize and grant to Employee additional compensation and/or benefits in the future as may be deemed appropriate. Such additional compensation or benefits shall be made a part of this Agreement by written Amendment pursuant to Section 9.2 to be applied prospectively, unless City Council acts to provide otherwise.

7. Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of

Employee's employment, or any other intentional or malicious conduct or gross negligence of Employee.

8. Other Terms - Conditions of Employment. The City Council, in consultation with Employee, shall establish any such other terms and conditions of employment as it may determine from time to time, provided such terms and conditions do not exceed the maximum salary and benefits approved by the City Council and are reduced to writing and signed by Employee and the Mayor of the City.

9. General Provisions

9.1 Entire Agreement. This Agreement represents the entire Agreement and understanding between the Parties and as of the Effective Date of this Agreement amends and supersedes any and all other agreements and understandings, either oral or in writing, between the Parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the Parties with respect to such employment. No ordinances or resolutions of the City governing employment, including the Personnel System, shall apply unless specified herein. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either Party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notice. 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:

CITY:
City Clerk
City of Redlands
35 Cajon Street, Suite 200
PO Box 3005 (mailing)
Redlands, CA 92373

EMPLOYEE:
Charles M. Duggan Jr.
Address on file with City

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1126 of the Government Code, and all other

similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the Effective Date of this Agreement.

9.8 Government Code Sections 53243 - 53243.4. Government Code sections 53243 - 53243.4 sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. Those statutes require that contracts between local agencies and certain employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. Those statutes are incorporated herein by reference. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

Section 53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

Section 53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

Section 53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.
Section 53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.

Section 53243.4. "Abuse of office or position" defined.

Employee represents Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees any cash settlement or severance related to a termination Employee may receive from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of Employee's office or position.

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

9.10 Prohibition against Assignment. Neither this Agreement nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him without the prior written consent of the City Council. Any attempt at assignment or transfer in violation of this subsection shall, in the sole discretion of and at the option of the City Council, be null and void and may be considered a material breach of this Agreement and "cause" for termination of this Agreement.

9.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the City of Redlands has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by the City Clerk, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF REDLANDS	EMPLOYEE
By:_____	By:_____
Eddie Tejeda, Mayor	Charles M. Duggan, Jr.

ATTEST:

By:_____
Jeanne Donaldson, City Clerk

Exhibit "A"

Additional Benefits

- Medical Insurance – City pays the entire monthly premium for employees and their eligible dependents through PERS Health
- Dental Insurance – City pays the entire monthly premium for employees and their eligible dependents
- Vision Insurance - City pays the entire monthly premium for employees and their eligible dependents
- $150 per year to offset medical insurance co-payments and/or deductibles
- Life Insurance - $25,000
- Accidental Death & Dismemberment Insurance - $25,000
- State Disability Insurance – Premium paid by Employee
- Credit Union
- Employee Assistance Program
- YMCA Membership – City will provide a paid annual membership for Employee to the Redlands YMCA.
- Retiree Health – upon retirement from the City and CalPERS, Employee will be eligible for medical coverage as provided through CalPERS. The City will contribute $397 per month towards the medical premium.
- Tuition Reimbursement - $2500 per year reimbursement for courses successfully taken at an accredited institution.

CITY OF REDLANDS

AMENDED AND RESTATED CITY MANAGER EMPLOYMENT AGREEMENT

This Amended and Restated City Manager Employment Agreement (this "Agreement") is made and entered into the 17th~~5th~~ day of September~~July~~, 2024~~3~~ ("Effective Date") by and between the City of Redlands, a general law city and municipal corporation ("City") and Charles M. Duggan Jr., an individual ("Employee"). For purposes of this Agreement, City and Employee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Employee has dutifully served as City Manager since January 2020; and

WHEREAS, it is the desire of City to continue to retain the services of Employee as City Manager and the desire of the Employee to serve in that capacity; and

WHEREAS, Government Code section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the duties of the city manager of the City are set forth in full in Chapter 2.04 of the Redlands Municipal Code ("RMC"); and

WHEREAS, RMC section 2.04.010 states: "The City Manager shall be appointed by the City Council solely on the basis of his executive and administrative qualifications and ability, and shall hold office at and during the pleasure of the City Council;" and

WHEREAS, it is the desire of City to: (1) provide inducement for Employee to remain in City's employment; (2) make possible full work productivity by providing Employee with assurances regarding his employment; and (3) provide an equitable process for terminating Employee's services if that should occur; and

WHEREAS, the City Council of the City of Redlands ("City Council") has determined that Employee has the required executive and administrative qualifications and ability, along with the level of education, experience, skills and expertise to serve as the City Manager of the City; and

WHEREAS, it is the desire of the City Council to amend and restate the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

1. Employment and Duties

1.1 Duties. The City Council hereby appoints Employee as the City Manager for the City to perform the functions and duties of that position, as described in the California Government Code and Chapter 2.04 of the Redlands Municipal Code (as such Chapter may be amended from time to time in the sole discretion of the City Council without any amendment of this Agreement or Employee's acquiescence), and such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign to Employee. Employee agrees to perform all such functions and duties to the best of his ability and in an efficient, competent, and ethical manner.

1.2 Term. The City hereby employs Employee as City Manager on an at-will basis remaining in effect until January 31, 2028~~6~~.

1.3 Work Schedule. Employee will report to the entire City Council. It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position of City Manager, must be available at all times and devote significant time outside of "normal" City office hours to the business of the City. Employee acknowledges that proper performance of the duties of the City Manager will require Employee to generally observe normal business hours (currently 7:30 a.m. to 5:30 p.m., Monday through Friday in accordance with City's "9/80" work schedule), as set by the City and as may be duly revised from time-to-time by the City, and will also often require the performance of necessary services outside of normal business hours. Employee may bank Fridays worked while City Hall is closed for up to four months. Employee is pre-authorized to work remotely, for periods of time not exceeding two-weeks, four times each year. Employee's compensation (whether salary or benefits) is not based on hours worked. Furthermore, the City Manager position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and Employee shall not be entitled to any compensation for overtime, nor subject to such overtime provisions of the FLSA.

1.4 Other Activities. Employee shall focus his professional time, ability, and attention to the City's business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature, to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of the City Manager.

1.5 Employment Status. Employee shall serve at the will and pleasure of the City Council and understands he shall continue to be an "at-will" employee and shall be subject to summary dismissal without any right of notice or hearing, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.2 below.

1.6 Exemption from Personnel System. Redlands Municipal Code section 2.56.030 expressly exempts the "City Manager" position from the City's Personnel System established in Redlands Municipal Code Chapter 2.56. Employee understands, acknowledges and agrees that Employee is exempt from the City's Personnel System.

1.7 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of Employee's duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.8 ICMA Code of Ethics. The Parties mutually desire for Employee to be subject to and comply with the International City/County Management Association ("ICMA") Code of Ethics, and Employee commits to comply with the ICMA Code of Ethics. The City and the City Council agree that the City Council will not require that Employee violate the ICMA Code of Ethics as part of his employment with the City.

2. Compensation and Reimbursement

2.1 Current Base Salary. Beginning with the pay period to be paid on January 15, 2025, ~~E~~employee shall receive ~~Two Hundred Eighty Thousand Dollars ($280,000)~~ Three Hundred Twenty Thousand Dollars (320,000) as his annual base salary ("Salary") for the City Manager position. Employee's Salary shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid, and shall be subject to normal and proper withholdings as determined by state and federal law, and as determined appropriate by the City Council, and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs. Effective the first payroll period following July 1, 2025, Employee will receive a one percent (1%) increase to his Salary over the prior year.

~~a. Effective the first payroll period following July 1, 2023, Employee will receive a seven percent (7%) increase to his Salary.~~

~~b. Effective the first payroll period following July 1, 2024, Employee will receive a two percent (2%) increase to his Salary over the prior year.~~

~~c. Effective the first payroll period following July 1, 2023, Employee will receive a two percent (2%) increase to his Salary over the prior year.~~

2.2 Salary Adjustment. Following the annual performance evaluation set forth in

Section 5.2 hereof, the City Council may increase Employee's base salary and benefits package based on the results of those annual reviews. Any adjustments in the base salary and/or benefits following the annual performance evaluation under Section 5.2 are not automatic and instead shall be at the sole discretion of the City Council.

2.3 Incentive Bonus. Annually, beginning in August 2023, Employee may be eligible for a lump-sum incentive bonus, at the sole discretion of the City Council, for performance substantially above expectations. The City Council ~~will~~may establish criteria as the basis for any bonus that may be awarded and such criteria will be delivered in writing to Employee before December 31 of each year. Employee and City agree that the City Council is not obligated to grant an incentive bonus and that no assurances have been given to Employee that any incentive bonus will be granted during the term of this Agreement.

2.4 Business Expense Reimbursements. The City shall reimburse Employee for reasonable and necessary travel, subsistence, and other City-related business expenses incurred by Employee in the performance of his duties. All reimbursements shall be subject to and in accordance with California law, the City's adopted policies, and IRS rules for reporting compensation through payroll or reimbursement through accounts payable.

3. Termination

3.1 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City with at least thirty (30) days prior written notice. In the event Employee terminates this Agreement, Employee expressly agrees that Employee shall not be entitled to any severance pay.

3.2 Termination by the City. The City may terminate this Agreement at any time, with the affirmative vote of the majority of the City Council at a duly authorized meeting, with or without cause, by providing written notice to Employee of the same. The City's right to terminate Employee pursuant to this Section 3.2 shall not be subject to, or in any way limited by, the City's Personnel Rules and Regulations, or any subsequent related resolutions, or past City practices related to the employment, discipline or termination of the City's employees. Employee expressly waives any rights provided for the City Manager under the City's Personnel Rules and Regulations, Municipal Code, or under other local, state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein shall be construed to create a property interest, where one does not exist by rule of law, in the position of City Manager.

(a) Termination by the City for Cause. The City may terminate this Agreement at any time by providing Employee with prior written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including, but not be limited to, any of the following: (1) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice,

honesty, or morality) or abuse of position as City Manager, (5) conviction of a felony under California law, (6) violation by Employee of the City's anti-harassment policies, as may be amended, or a finding a legally prohibited personal act of harassment against a City official or employee or legally prohibited personal act of discrimination against a City official or employee has occurred and Employee was aware or should have been aware of that act, (7) violation of state law or the RMC or any City ordinance, rule or regulation, (8) use or possession of illegal drugs in violation of state law and/or City policy, (9) continued abuse of non-prescription drugs or alcohol that materially affects the performance of required duties as City Manager, (10) engaging in conduct unbecoming for a public official or which brings disrepute to the City, (11) any illegal or unethical act involving personal gain, including conviction of theft or attempted theft, (12) Employee's significant mismanagement of City finances, (13) any pattern of repeated, willful and intentional insubordination of the City Council, (14) gross misfeasance or gross malfeasance, (15) failure to comply with the ICMA Code of Ethics, as may be amended; or (16) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates, for cause, this Agreement and the services of Employee hereunder, then the City shall have no obligation to pay Employee any severance pursuant to section 4, below.

(b) Termination by the City without Cause. The City may terminate Employee without cause, with no less than a sixty (60) day notice of intention to terminate his employment, unless such notice period is waived in whole or in part by the City Council, based upon any management reason such as implementing the City's goals or policies, including, but not limited to: (i) change of administration, or (ii) incompatibility of management styles, or for any other reason, or no publicly stated reason. In the event Employee is terminated without cause, Employee shall be compensated at full pay and benefits until the effective date of termination. If so requested by the City Council, Employee shall continue to use his best efforts and skills to perform his duties during this period and shall fully cooperate with any successor designated by the City Council. Employee will qualify for severance pay according to Section 4.1 below. Employee expressly agrees Employee shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

4. Severance

4.1 Severance Pay. In the event Employee is terminated without cause and Employee does not challenge such termination, including, but not limited to, by means of appeal or civil or administrative claim or "liberty-interest" hearing, then the City shall pay to Employee severance in an amount equal to twelve months Employee's base salary then in effect. Notwithstanding any other provision of this Section 4.1, if such proposed severance payment exceeds the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (Government Code Section 53260 provides all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than eighteen (18) months if the unexpired term exceeds eighteen (18) months). The severance payment shall not include the monetary value of benefits during said time, but salary only.

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Subdivision 3.2(a), if Employee is terminated for cause, then the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.1, if Employee initiates termination of this Agreement, then the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause or by expiration of this Agreement. Employee expressly waives any and all other rights with respect to severance pay except as provided herein.

5. Performance Evaluations

5.1. Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate the effective management of the City. Nothing herein shall be deemed to alter or change the employment status of Employee as City Manager (as set forth in Section 1.6 above), nor shall this Section 5 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2. Annual Evaluation. The City Council shall endeavor to conduct a formal or informal review and evaluate the performance of Employee on an annual basis within thirty (30) days before the anniversary date of the Effective Date of this Agreement in each year during the term hereof. Such performance review and evaluation may be conducted concurrently with an annual base salary review provided for in Section 2.2 hereof, and in accordance with the purpose noted in Section 5.1 above.

5.3. Establishment of Goals. The City Council will establish performance objectives and goals for Employee in connection with the initial evaluation, and each annual evaluation, of Employee pursuant to this Section 5. Such objectives and goals shall be reasonably attainable within the time frame established by the City Council and within the City's annual budget.

6. Benefits and Other Compensation

6.1 Professional Development. The City recognizes its obligation to the professional development of the City Manager and agrees Employee shall be given adequate opportunities to develop and maintain skills and abilities as the City Manager. Employee is expected and encouraged to and does agree to participate in professional organizations and to attend local and regional meetings and conferences related to matters of interest to the City consistent with the time required for such attendance in relationship to Employee's other responsibilities as determined by the City Council. The City Council hereby agrees to budget an amount, to be determined in the exercise of its sole discretion, to pay the cost, travel and subsistence expense of Employee for professional and/or official travel, meetings, and occasions adequate to continue professional development of Employee and to adequately pursue necessary official functions for the City. Employee shall be responsible for maintaining any professional certifications recognized as necessary or desirable in the performance of the duties hereunder. The City agrees to pay the

annual professional dues and subscriptions necessary for full participation in national, regional, state, or local associations and organizations necessary and desirable for the best interests of the City, and for Employee's continued professional participation and advancement. To authorize the City's annual costs related to Employee's continued professional development, the anticipated costs must be included in the City's adopted or amended annual budget. The City Council is the approval authority for the City's annual budget. At a minimum, that may include any professional dues for membership with the ICMA, and the League of California Cities (LCC), as well as including travel expenses and registration for attendance at the annual ICMA conference, the annual LCC General Membership conference (LCC's Annual Conference), the annual LCC City Manager Department conference, and the annual LCC New Mayor and Council Members Academy.

6.2 Paid Annual Leave. Employee shall be entitled to paid annual leave ("Annual Leave") at an accrual rate of sixteen and fifty-four one-hundredths (16.54) hours pro rata per pay period. Employee's Annual Leave is inclusive of all other leave benefits including, but not limited to, sick leave, executive leave, and vacation. Upon separation, for any reason, Employee shall be entitled to one hundred percent (100%) of Employee's unused Annual Leave balance then existing, at Employee's then current hourly rate of pay, subject to normal and proper withholdings as determined by state and federal law, and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs in the same manner as other employees of the City.

(a) Holiday Leave. Employee shall be granted the following fourteen (14) holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve and Christmas Day. Employee may bank unused holidays for up to four months.

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6.5 Automobile. Employee shall receive Five Hundred Dollars ($500.00) per month as vehicle allowance to reimburse Employee for use of a personal vehicle in pursuit of recognized official duties. The allowance will be paid in the regular payroll process with Salary beginning with the first payroll paid subsequent to the Employee's commencement date consistent with the payment method of allowances provided to other employees of the City. The allowance is subject to normal and proper withholdings as determined by state and federal law and shall be subject to payroll taxes and other payroll-related liability costs in the same manner as other employees of the City. Employee shall be responsible for any personal income tax

that may result from that reimbursement.

6.6 Deferred Compensation. Employee is eligible to participate in the City's 457(b) and 401(a) deferred compensation programs. Commencing January 2023, on or before the second payroll check date of each calendar year the City will contribute the maximum amount allowed under the law (including catchup provisions for employees 50 years or older) for that year to Employee's 457(b) deferred compensation plan. Additionally, commencing January 2023, on or before the second payroll check date of each calendar year the City will also contribute the maximum amount allowed under the Public Employees' Pension Reform Act for that year to Employee's 401(a) deferred compensation plan in an amount equal to the result of the following formula: the difference between the Base Salary and the applicable pensionable compensation limit, pursuant to Government Code section 7522.10, but in no event higher than the Code 401(a)(17) limit, multiplied by the applicable employer normal cost rate for the City's miscellaneous plan as determined by CalPERS and set forth in the annual actuarial valuation reports issued by CalPERS. This amount shall not be reported to CalPERS as pensionable compensation and shall not be subject to any withholdings or taxes in accordance with Sections 3121(a)(5)(A) and 3401(a)(12)(A) of the Internal Revenue Code. If at any time the City ceases to participate in either a 457(b) or 401(a) plan, or is otherwise unable to make the contribution, Employee's salary will be adjusted to include the balance of the unmade contribution.

6.7 Bonding. The City shall bear the full cost of any fidelity or other bonds required for Employee under any law or City ordinance.

6.8 Flexible Spending Account. The City provides a Flexible Spending Account (FSA) program at Employee's sole cost and expense (employee cost may be income tax deferred in accordance with IRS regulations). Expenses that may be reimbursed using the FSA program include childcare, medical expenses not covered by insurance plan, orthodontic work, and similar qualifying expenses.

6.9 Business Equipment. The City will provide to Employee any job-related personal tools or equipment, such as a computer, desk, land-line phone, file cabinets, table and chairs, that serve the professional development of Employee and/or is needed to perform Employee's functions and duties. Upon termination, for any reason, Employee shall return all business equipment to the City no later than Employee's last day of employment. The City shall provide a City-owned cell phone for City-related business and functions during, before and after normal work hours. The City shall pay for any expenses related to initial purchase, data plan, monthly service plan, insurance, and replacement due to normal wear and tear. Employee shall follow the inventory control procedures for portable devices such as laptops and cell phones consistent with control procedures for other City employees. Employee may opt to receive a cellular telephone/smartphone stipend of $100 per month in lieu of device and service plan provided by City.

6.10 Additional compensation. The City Council may authorize and grant to Employee additional compensation and/or benefits in the future as may be deemed appropriate. Such additional compensation or benefits shall be made a part of this Agreement by written Amendment pursuant to Section 9.2 to be applied prospectively, unless City Council acts to

provide otherwise.

7. Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of Employee's employment, or any other intentional or malicious conduct or gross negligence of Employee.

8. Other Terms - Conditions of Employment. The City Council, in consultation with Employee, shall establish any such other terms and conditions of employment as it may determine from time to time, provided such terms and conditions do not exceed the maximum salary and benefits approved by the City Council and are reduced to writing and signed by Employee and the Mayor of the City.

9. General Provisions

9.1 Entire Agreement. This Agreement represents the entire Agreement and understanding between the Parties and as of the Effective Date of this Agreement amends and supersedes any and all other agreements and understandings, either oral or in writing, between the Parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the Parties with respect to such employment. No ordinances or resolutions of the City governing employment, including the Personnel System, shall apply unless specified herein. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either Party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notice. 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:

CITY:
City Clerk
City of Redlands
35 Cajon Street, Suite 200
PO Box 3005 (mailing)

EMPLOYEE:
Charles M. Duggan Jr.
Address on file with City

Redlands, CA 92373

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1126 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the Effective Date of this Agreement.

9.8 Government Code Sections 53243 - 53243.4. Government Code sections 53243 - 53243.4 sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. Those statutes require that contracts between local agencies and certain employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. Those statutes are incorporated herein by reference. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

Section 53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

Section 53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

Section 53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.
Section 53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.

Section 53243.4. "Abuse of office or position" defined.

Employee represents Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees any cash settlement or severance related to a termination Employee may receive from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of Employee's office or position.

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

9.10 Prohibition against Assignment. Neither this Agreement nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him without the prior written consent of the City Council. Any attempt at assignment or transfer in violation of this subsection shall, in the sole discretion of and at the option of the City Council, be null and void and may be considered a material breach of this Agreement and "cause" for termination of this Agreement.

9.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the City of Redlands has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by the City Clerk, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF REDLANDS	EMPLOYEE
By:_____	By:_____
Eddie Tejeda, Mayor	Charles M. Duggan, Jr.

ATTEST:

By:_____
Jeanne Donaldson, City Clerk

Exhibit "A"

Additional Benefits

- Medical Insurance – City pays the entire monthly premium for employees and their eligible dependents through PERS Health
- Dental Insurance – City pays the entire monthly premium for employees and their eligible dependents
- Vision Insurance - City pays the entire monthly premium for employees and their eligible dependents
- $150 per year to offset medical insurance co-payments and/or deductibles
- Life Insurance - $25,000
- Accidental Death & Dismemberment Insurance - $25,000
- State Disability Insurance – Premium paid by Employee
- Credit Union
- Employee Assistance Program
- YMCA Membership – City will provide a paid annual membership for Employee to the Redlands YMCA.
- Retiree Health – upon retirement from the City and CalPERS, Employee will be eligible for medical coverage as provided through CalPERS. The City will contribute $397 per month towards the medical premium.
- Tuition Reimbursement - $2500 per year reimbursement for courses successfully taken at an accredited institution.

City Council/Financing Authority Meeting **K. 2.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the City of Redlands branding concept and design packet (Assistant City Manager McConnell)

MOTION(S):

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

I move to approve the City of Redlands branding concept and design packet.

RECOMMENDATION:

Staff recommends the approval of the City of Redlands branding concept and design packet.

DISCUSSION:

In November 2023, the City Council approved a contract with Pastilla, Inc. to create a new brand identity for the city. This branding effort was intended to embody Redlands' unique characteristics, strengths, and identity and to clearly identify and differentiate Redlands and its inimitable assets, culture, environment, and location within Southern California and California as a whole. The goal of the branding effort was to create an effective and professional brand, giving Redlands a strong and easily identifiable presence in media, marketing, and economic development endeavors.

Since last November, Pastilla has performed extensive research into the history of Redlands, as well as reviewed previous logos and taglines from the city's past. Additionally, Pastilla conducted 1:1 interviews and a focus group with stakeholders in the community. Finally, Pastilla posted an online survey that was available to the public for two months in the early part of 2024 and received 422 individual responses from members of the community. The logo design and

concept that is being presented tonight is the culmination of that research and input from the community.

Should the Council approve the City Branding at tonight's meeting, Pastilla will begin the finalization of the branding effort. This finalization will include the development of city letterhead, business cards, email signatures and social media templates with the branding colors, wordmarks, fonts and insignias. Additionally, Pastilla will formalize the brand implementation guide which will outline the standards and rules for the use of the brand by city staff. Lastly, following approval, implementation may include elements such as wayfinding signs, tourism outreach and economic development efforts.

ALTERNATIVES:

City Council could opt not to approve City Branding.

STRATEGIC PLAN:

Priority C. Strategic Objective 1 - Communication and Engagement

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Ross Wittman, Economic Development Coordinator

Fiscal Impact

Discussion:

There is no fiscal impact associated with the approval of the adoption of City Branding.

City Council/Financing Authority Meeting **K. 3.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the 2024-2025 Community Development Block Grant (CDBG) in the amount of $331,417 from the County of San Bernardino, approve an additional appropriation of the same, and adopt Resolution No. 8625 authorizing the City Manager, or designee, to execute the Grant Agreement and all other related documents (Development Services Director Desatnik)

MOTION(S):

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

1. I move that the City Council accept the 2024-2025 Community Development Block Grant funding award in the amount of $331,417; and

2. Authorize an additional appropriation of $331,417 for the 2024-2025 CDBG fiscal year; and

3. I further move to adopt Resolution No. 8625 authorizing the City Manager, or designee, to execute agreements, amendments and other related documents associated with the 2024-2025 CDBG Program Year.

RECOMMENDATION:

Staff recommends that the City Council accept the grant award for the 2024-2025 CDBG Program Year from the County of San Bernardino in the amount of $331,417 and adopt Resolution No. 8625 authorizing the City Manager, or designee, to execute agreements, amendments and other related documents associated with the 2024-2025 CDBG Program Year.

DISCUSSION:

In February 2024, the Development Services Department (Department) submitted the 2024-2025 CDBG Program Year grant funding request on behalf of the City of Redlands (City) to the County of San Bernardino (County) for the amount of $334,141. In March 2024, the County submitted the 2024-2025 Annual Action Plan Consolidated Submission for HUD Housing and Community Development Grants to the Department of Housing and Urban Development (HUD). On July 23, 2024, the City was notified of the final 2024-2025 CDBG final funding award for eight total projects that were approved by City Council on February 6, 2024 (Item No. K.1.) of which seven projects are public service agencies and one is a Capital Improvement Project (CIP). The final award and amounts are as follows:

Final Approved Projects/Programs	**Award Amount**
Redlands Senior Center Kitchen Rehabilitation	$282,257
FSA of Redlands - Housing and Food Program	$7,500
Boys and Girls Club - Family Strengthening Program	$7,500
YMCA of the East Valley - Legal Services	$7,500
The Nowell Family Foundation - Bradley House Project	$7,500
Partners Against Violence - Supportive Services for Victims of Violence	$7,500
The Blessing Center - Transitional Housing	$7,500
Citrus Counseling Services - Mental Health Services	$4,160

Resolution No. 8625 authorizes the City Manager, or designee, to execute the agreements, any amendments and other related documents associated with the 2024-2025 CDBG Program Year grant funding.

ALTERNATIVES:

City Council may elect not to approve these actions. However, electing not to approve these actions may result in a loss or reduction of CDBG funding and impacts on existing and future CDBG projects.

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

Fiscal Year:	2024-2025
Revenue Generating:	No
Appropriation Required Y/N:	Yes
Amount:	$331,417
Budgeted Y/N:	No
Account No.:	200164

Discussion:

Acceptance of this award will increase the FY 2024-2025 appropriation for Planning Grants (200164) by $331,417. Approval of this item has no impact on the General Fund.

Attachments

2024-2025 CDBG Program Funding Request Form_02.07.2023
Resolution for 2024-2025 CDBG Program Year
2024-2025 Award Notification
Approved CBO Project List
Request for Add'l Appropriation

COUNTY OF SAN BERNARDINO
Community Development and Housing Department

2024-2025 Community Development Block Grant (CDBG) Program
Cooperating City Recommended Projects Form

City [1]: City of Redlands

City Council Hearing Date [2]: Tuesday, February 6, 2024

City's 2024-2025 Allocation (3): $ 334,141.00

Public Service Limit (15%) [4]: $ 50,121.15

Available Unprogrammed Funds From Prior Years [5]: $3,683.53

CDH Application Log # (6)	Project Title (* indicates project requires a "General Fund Guarantee") (7)	Public Service *Y/N* (8)	Applicant's Requested Amount [9]	City's 2024-2025 Recommended Allocation Amount (10)	Available Unprogrammed Funds to Commit to Activity (11)	Public Service Amount (12)	Activity Total (13)
REDL24CN-017	Redlands Senior Center Kitchen Rehabilitation Project	N	$ 380,000.00	$ 284,019.85	$ 3,683.53	$ -	$ 287,703.38
REDL24PS-004	Family Service Association of Redlands	Y	$ 24,996.00	$ -	$ -	$ 7,500.00	$ -
REDL24PS-057	Boys & Girls Clubs of Greater Redlands-Riverside	Y	$ 20,000.00	$ -	$ -	$ 7,500.00	$ -
REDL24PS-047	YMCA of the East Valley	Y	$ 10,000.00	$ -	$ -	$ 7,500.00	$ -
REDL24PS-056	Citrus Counseling Services	Y	$ 5,364.00	$ -	$ -	$ 5,121.00	$ -
REDL24PS-039	The Nowell Family Foundation, Inc.	Y	$ 50,121.00	$ -	$ -	$ 7,500.00	$ -
REDL24PS-030	Partners Against Violence	Y	$ 25,000.00	$ -	$ -	$ 7,500.00	$ -
REDL24PS-041	The Blessings Center, Inc.	Y	$ 12,000.00	$ -	$ -	$ 7,500.00	$ -
			$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -
		Totals [14]	**$ 527,481**	**$ 284,019.85**	**$ 3,683.53**	**$ 50,121.00**	**$ 287,703.38**

Public Service Calculation [15]:

Public Service Limit: $ 50,121.15

Less Total Public Service Activity Amount: $ 50,121.00

Amount Available to Program to Public Service Activities: $ 0

Remaining Balance of Unprogrammed Funds [16]: $ -

Authorized City Representative [17]:

Signature: Tricia Munoz, Management Analyst

Date [18]: 2/8/2024

General Fund Guarantee Certification [19]

For Third-Party capital improvement activities, the City understands that reimbursements received from the County for which no measurable outcome is achieved may subsequently be required to be repaid by the City (using non-federal funds) to County. Measurable outcomes are defined as providing benefits to low- to moderate-income individuals, families, organizations, and communities and are derived from the project or program.

☐ YES *The City agrees to enter into a "General Fund Guarantee" in order for the County to recommend activity funding.*

RESOLUTION NO. 8625

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AUTHORIZING THE GRANT ACCEPTANCE AND EXECUTION OF THE GRANT FUNDS FROM THE COUNTY OF SAN BERNARDINO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE 2024-2025 PROGRAM YEAR

WHEREAS, the City of Redlands ("City") is eligible to receive federal funding for certain community development block grants, through the County of San Bernardino Community Development and Housing Department ("County"); and

WHEREAS, the City is a participating jurisdiction in the San Bernardino County Final 2024-2025 Annual Action Plan of the 2020-2025 Consolidated Plan of the HUD Housing and Community Development Grant Programs; and

WHEREAS, the County issued a Notice of Funding Availability ("NOFA") dated October 19, 2023, for the 2024-2025 Community Development Block Grant Program Year ("CDBG"); and

WHEREAS, the County has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, the City Council of the City of Redlands (this "City Council") desires to execute agreements with Public Services Agencies (PSAs) who submitted applications for 2024-2025 CDBG Program Year to provide public services as described in the 2024-2025 CDBG NOFA; and

WHEREAS, the City has been granted to receive a CDBG grant award of $331,417;" and

WHEREAS, this City Council wishes to delegate authorization to execute the grant agreement, subrecipient agreements, any amendments, and other related documents thereto to the City Manager or his designee; and

WHEREAS, the City has the legal authority and is authorized to enter into a funding agreement with the County of San Bernardino; and

NOW, THEREFORE, BE IT RESOLVED by the City of Redlands, with acknowledgement of Development Services, as follows:

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

Section 2. Pursuant and subject to all the terms and provisions of the County of San Bernardino Community Development Block Grant Program, the City Manager of the City of Redlands, or designee is hereby authorized and directed to accept funding from the County of San Bernardino and take such other actions necessary to receive and administer the grant funding.

Section 3. The City Manager of the City of Redlands, or designee is hereby authorized and directed to execute the funding agreements, any amendments, and other related documents thereto with the County of San Bernardino and subrecipients of the program funding.

Section 4. The City Manager of the City of Redlands, or designee is hereby authorized and directed to submit any required documents, funding requests, and reports required for the grant funding.

Section 5. The City Manager of the City of Redlands, or designee, is designated to represent the City in carrying out the responsibilities under the grant agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

Section 6. The City certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained.

Section 7. Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Agreement, and that the NOFA and Application are incorporated in the Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Agreement. Funds are to be used for the allowable expenditures and activities identified in the Agreement.

Section 8. Effective Date. This Resolution shall become effective immediately

ADOPTED, SIGNED AND APPROVED this 3rd day of September 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 No. 8625 was duly adopted by the City Council at a regular meeting thereof held on the 3rd day of September 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

I:\cmo\Resolutions\8625 Grant Acceptance CDBG 24-25.docx-ms

CITY OF REDLANDS

COMMUNITY DEVELOPMENT BLOCK GRANT - (CDBG)

REIMBURSEMENT REQUEST

Agency Name: Steps 4 Life Community Services **Project Title:** Transitional Housing

Address: 720 Brookside Ave., Suite 102, Redlands, CA 92373

Purchase Order No: 22400867 **Date:** June 4, 2024 **Invoice No:** FY2324-003

Contract Amount	Current Monthly/Quarterly Reimbursement	Cumulative Prior Reimbursements	Total Cumulative Reimbursements	Contract Balance
$8,506	**$1,276.19**	$2,356.72	$3,632.91	$4,873.09

I CERTIFY THAT, (a) the City, as grantee of the CDBG funds has not previously been billed for the costs covered by this invoice; (b) funds have not been received from the Federal Government or expended for such costs under the terms of the contract agreement or grant pursuant to FMC-74-4 & 24CFT Part 58; (c) all applicable provisions under the terms of the contract agreement or grant relating to the payment of prevailing salaries and wages have been complied with and (d) all applicable tax laws are complied with.

Prepared By:

Signature

Approved By:

Signature

FOR CITY USE ONLY

Reviewed By:

Approved By:

CITY OF REDLANDS
SUBRECIPIENT PAYROLL REPORT

4/1/24-6/30/24

Fiscal Year 2023-2024

Name	Position	Total Hours	Hourly Rate	Total Wages (only)	FICA Rate Per Hour	Total Benefits	Salary Total
Alicia Lopez	Case Manager	6.5	$ 16.00	$ 104.00	7.65%	$ 7.96	$ 111.96
Alicia Lopez	Case Manager	5	$ 16.00	$ 80.00	7.65%	$ 6.12	$ 86.12
Alicia Lopez	Case Manager	10.5	$ 16.00	$ 168.00	7.65%	$ 12.85	$ 180.85
Alicia Lopez	Case Manager	13	$ 16.00	$ 208.00	7.65%	$ 15.91	$ 223.91
Alicia Lopez	Case Manager	8	$ 16.00	$ 128.00	7.65%	$ 9.79	$ 137.79
Alicia Lopez	Case Manager	8.5	$ 16.00	$ 136.00	7.65%	$ 10.40	$ 146.40
Alicia Lopez	Case Manager	9	$ 16.00	$ 144.00	7.65%	$ 11.02	$ 155.02
				$ -	7.65%	$ -	$ -
				$ -	7.65%	$ -	$ -
				$ -	7.65%	$ -	$ -
				$ -	7.65%	$ -	$ -
				$ -	7.65%	$ -	$ -
				$ -	7.65%	$ -	$ -
				$ -	7.65%	$ -	$ -
				$ -	7.65%	$ -	$ -
				$ -	7.65%	$ -	$ -
				$ -	7.65%	$ -	$ -
				$ -	7.65%	$ -	$ -
				$ -	7.65%	$ -	$ -
				$ -	7.65%	$ -	$ -
				$ -	7.65%	$ -	$ -
						Salaries Expended	$ 1,042.05

Prepared By: _____

Reviewed By: _____

Total Requested This Month: $ 1,042.05

7/15/2024

STEPS 4 LIFE COMMUNITY SERVICES
720 Brookside Ave Ste 102
Redlands CA 92373

1607-5630
EE ID: 126 DD

Payrolls by Paychex, Inc.

Payrolls by Paychex, Inc.

ALICIA LOPEZ
30172 LANDS END PL
CANYON LAKE CA 92587

NON-NEGOTIABLE

NON-NEGOTIABLE

PERSONAL AND CHECK INFORMATION
Alicia Lopez
30172 Lands End Pl
Canyon Lake, CA 92587
Employee ID: 126

Pay Period: 03/25/24 **to** 04/07/24
Check Date: 04/12/24 **Check #:** 7159

NET PAY ALLOCATIONS

DESCRIPTION	*THIS PERIOD ($)*	*YTD ($)*
Check Amount	0.00	0.00
Chkg 824	1109.60	7146.71
NET PAY	**1109.60**	**7146.71**

EARNINGS	*BASIS OF PAY*	*DESCRIPTION*	*HRS/UNITS*	*RATE*	*CURRENT ($)*	*YTD HRS/UNITS*	*YTD ($)*
		Hourly	76.0000	16.0000	1216.00	489.5000	7832.00
		Total Hours	76.0000			489.5000	
		Total Hrs Worked	76.0000				
		Gross Earnings			1216.00		7832.00

WITHHOLDINGS	*DESCRIPTION*	*FILING STATUS*	*CURRENT ($)*	*YTD ($)*
	Social Security		75.39	485.58
	Medicare		17.63	113.56
	Fed Income Tax	SMS No		
	CA Income Tax	SMI2 0 0 No		
	CA Disability		13.38	86.15
	TOTAL		106.40	685.29

NET PAY	*THIS PERIOD ($)*	*YTD ($)*
	1109.60	**7146.71**

Payrolls by Paychex, Inc.

Alicia Lopez	3/25/24-4/7/24
EMPLOYEE NAME	PAY PERIOD

HOURLY RATE
$ 16.00

Hours Worked			Allocation of Hours								
Day	Date	Total Hours	Funding Source #1 REDLANDS CDBG	Funding Source #2	Funding Source #3	Other Funding....			Sick Leave	Vacation	Total
Mon	3/25/2024	8		8							8
Tues	3/26/2024	9		9							9
Wed	3/27/2024	11.5		11.5							11.5
Thurs	3/28/2024	9		9							9
Fri	3/29/2024	4		4							4
Sat	3/30/2024										0
Sun	3/31/2024										0
Mon	4/1/2024	8.5		8.5							8.5
Tues	4/2/2024										0
Wed	4/3/2024	7.5		7.5							7.5
Thurs	4/4/2024	10	4	6							10
Fri	4/5/2024	8.5	2.5	6							8.5
Sat	4/6/2024										0
Sun	4/7/2024										0
											0
											0
											0
	TOTAL	76	6.5	69.5	0	0	0	0	0	0	76
		$ 1,216.00	$ 104.00	$ 1,112.00	##	$ -	##	$-	$ -	$ -	$ 1,216.00

7/15/2024
DATE:

EMPLOYEE SIGNATURE

7/15/2024
DATE:

IMMEDIATE SUPERVISOR

STEPS 4 LIFE COMMUNITY SERVICES
720 Brookside Ave Ste 102
Redlands CA 92373

1607-5630
EE ID: 126 DD

Payrolls by Paychex, Inc.

Payrolls by Paychex, Inc.

ALICIA LOPEZ
30172 LANDS END PL
CANYON LAKE CA 92587

NON-NEGOTIABLE

NON-NEGOTIABLE

PERSONAL AND CHECK INFORMATION
Alicia Lopez
30172 Lands End Pl
Canyon Lake, CA 92587
Employee ID: 126

Pay Period: 04/08/24 **to** 04/21/24
Check Date: 04/26/24 **Check #:** 7161

NET PAY ALLOCATIONS

DESCRIPTION	*THIS PERIOD ($)*	*YTD ($)*
Check Amount	0.00	0.00
Chkg 824	927.08	8073.79
NET PAY	**927.08**	**8073.79**

EARNINGS	*BASIS OF PAY*	*DESCRIPTION*	*HRS/UNITS*	*RATE*	*CURRENT ($)*	*YTD HRS/UNITS*	*YTD ($)*
		Hourly	63.5000	16.0000	1016.00	553.0000	8848.00
		Total Hours	63.5000			553.0000	
		Total Hrs Worked	63.5000				
		Gross Earnings			1016.00		8848.00

WITHHOLDINGS	*DESCRIPTION*	*FILING STATUS*	*CURRENT ($)*	*YTD ($)*
	Social Security		63.00	548.58
	Medicare		14.74	128.30
	Fed Income Tax	SMS No		
	CA Income Tax	SMI2 0 0 No		
	CA Disability		11.18	97.33
	TOTAL		88.92	774.21

NET PAY	*THIS PERIOD ($)*	*YTD ($)*
	927.08	**8073.79**

Alicia Lopez	4/8/24-4/21/24
EMPLOYEE NAME	PAY PERIOD

HOURLY RATE
$ 16.00

Hours Worked			Allocation of Hours								
Day	Date	Total Hours	Funding Source #1 REDLANDS	Funding Source #2	Funding Source #3	Other Funding....			Sick Leave	Vacation	Total
MON	4/8/2024	5.5		5.5							5.5
TUES	4/9/2024	8.5		8.5							8.5
WED	4/10/2024	6.5	2.5	4							6.5
THURS	4/11/2024	6	2.5	3.5							6
FRI	4/12/2024										
SAT	4/13/2024										0
SUN	4/14/2024										0
MON	4/15/2024	7.5		7.5							7.5
TUES	4/16/2024	8		8							8
WED	4/17/2024	6.5		6.5							6.5
THURS	4/18/2024	7.5		7.5							7.5
FRI	4/19/2024	7.5		7.5							7.5
SAT	4/20/2024										0
SUN	4/21/2024										0
											0
											0
											0
	TOTAL	63.5	5	58.5	0	0	0	0	0	0	63.5
		$ 1,016.00	$ 80.00	$ 936.00	##	##	##	##	#	##	$ 1,016.00

7/15/2024
DATE:

EMPLOYEE SIGNATURE

7/15/2024
DATE:

IMMEDIATE SUPERVISOR

STEPS 4 LIFE COMMUNITY SERVICES
720 Brookside Ave Ste 102
Redlands CA 92373

1607-5630
EE ID: 126 DD

Payrolls by Paychex, Inc.

Payrolls by Paychex, Inc.

ALICIA LOPEZ
30172 LANDS END PL
CANYON LAKE CA 92587

NON-NEGOTIABLE

NON-NEGOTIABLE

PERSONAL AND CHECK INFORMATION
Alicia Lopez
30172 Lands End Pl
Canyon Lake, CA 92587
Employee ID: 126

Pay Period: 04/22/24 **to** 05/05/24
Check Date: 05/10/24 **Check #:** 7163

NET PAY ALLOCATIONS

DESCRIPTION	*THIS PERIOD ($)*	*YTD ($)*
Check Amount	0.00	0.00
Chkg 824	868.71	8942.50
NET PAY	**868.71**	**8942.50**

EARNINGS	*BASIS OF PAY*	*DESCRIPTION*	*HRS/UNITS*	*RATE*	*CURRENT ($)*	*YTD HRS/UNITS*	*YTD ($)*
		Hourly	59.5000	16.0000	952.00	612.5000	9800.00
		Total Hours	59.5000			612.5000	
		Total Hrs Worked	59.5000				
		Gross Earnings			952.00		9800.00

WITHHOLDINGS	*DESCRIPTION*	*FILING STATUS*	*CURRENT ($)*	*YTD ($)*
	Social Security		59.02	607.60
	Medicare		13.80	142.10
	Fed Income Tax	SMS No		
	CA Income Tax	SMI2 0 0 No		
	CA Disability		10.47	107.80
	TOTAL		83.29	857.50

NET PAY	*THIS PERIOD ($)*	*YTD ($)*
	868.71	**8942.50**

Payrolls by Paychex, Inc.

Alicia Lopez	4/22/24-5/5/24
EMPLOYEE NAME	PAY PERIOD

HOURLY RATE
$ 16.00

Hours Worked			Allocation of Hours								
Day	Date	Total Hours	Funding Source #1 REDLANDS CDBG	Funding Source #2	Funding Source #3	Other Funding....			Sick Leave	Vacation	Total
MON	4/22/2024	7.5	4.5	3							7.5
TUES	4/23/2024	8	1	7							8
WED	4/24/2024	7.5		7.5							7.5
THURS	4/25/2024	7	2.5	4.5							7
FRI	4/26/2024	5.5		5.5							5.5
SAT	4/27/2024										0
SUN	4/28/2024										0
MON	4/29/2024	8.5	2.5	6							8.5
TUES	4/30/2024	7.5		7.5							7.5
WED	5/1/2024	8		8							8
THURS	5/2/2024										0
FRI	5/3/2024										0
SAT	5/4/2024										0
SUN	5/5/2024										0
											0
											0
											0
	TOTAL	59.5	10.5	49	0	0	0	0	0	0	59.5
		$ 952.00	$ 168.00	$ 784.00	##	##	##	#	$ -	$ -	$ 952.00

7/15/2024
DATE:

EMPLOYEE SIGNATURE

7/15/2024
DATE:

IMMEDIATE SUPERVISOR

Alicia Lopez	5/6/24-5/19/24
EMPLOYEE NAM	PAY PERIOD

HOURLY RATE
$ 16.00

Hours Worked			Allocation of Hours								
Day	Date	Total Hours	Funding Source #1 REDLANDS CDBG	Funding Source #2	Funding Source #3	Other Funding....			Sick Leave	Vacation	Total
MON	5/6/2024										0
TUES	5/7/2024	5.5		5.5							5.5
WED	5/8/2024	8.5		8.5							8.5
THUR	5/9/2024	7	4.5	2.5							7
FRI	5/10/2024	4.5	2	2.5							4.5
SAT	5/11/2024										0
SUN	5/12/2024										0
MON	5/13/2024	5		5							5
TUES	5/14/2024	7.5	2.5	5							7.5
WED	5/15/2024	10.5		10.5							10.5
THUR	5/16/2024	9	1.5	7.5							9
FRI	5/17/2024	8	2.5	5.5							8
SAT	5/18/2024										0
SUN	5/19/2024										0
											0
											0
											0
	TOTAL	65.5	13	52.5	0	0	0	0	0	0	65.5
		$ 1,048.00	$ 208.00	$ 840.00	$-	##	##	##	##	##	$ 1,048.00

7/15/2024
DATE:

EMPLOYEE SIGNATURE

7/15/2024
DATE:

IMMEDIATE SUPERVISOR

STEPS 4 LIFE COMMUNITY SERVICES
720 Brookside Ave Ste 102
Redlands CA 92373

1607-5630
EE ID: 126 DD

Payrolls by Paychex, Inc.

Payrolls by Paychex, Inc.

ALICIA LOPEZ
30172 LANDS END PL
CANYON LAKE CA 92587

NON-NEGOTIABLE

NON-NEGOTIABLE

PERSONAL AND CHECK INFORMATION
Alicia Lopez
30172 Lands End Pl
Canyon Lake, CA 92587
Employee ID: 126

Pay Period: 05/06/24 **to** 05/19/24
Check Date: 05/24/24 **Check #:** 7165

NET PAY ALLOCATIONS

DESCRIPTION	*THIS PERIOD ($)*	*YTD ($)*
Check Amount	0.00	0.00
Chkg 824	956.29	9898.79
NET PAY	**956.29**	**9898.79**

EARNINGS	*BASIS OF PAY*	*DESCRIPTION*	*HRS/UNITS*	*RATE*	*CURRENT ($)*	*YTD HRS/UNITS*	*YTD ($)*
		Hourly	65.5000	16.0000	1048.00	678.0000	10848.00
		Total Hours	65.5000			678.0000	
		Total Hrs Worked	65.5000				
		Gross Earnings			1048.00		10848.00

WITHHOLDINGS	*DESCRIPTION*	*FILING STATUS*	*CURRENT ($)*	*YTD ($)*
	Social Security		64.98	672.58
	Medicare		15.20	157.30
	Fed Income Tax	SMS No		
	CA Income Tax	SMI2 0 0 No		
	CA Disability		11.53	119.33
	TOTAL		91.71	949.21

NET PAY	*THIS PERIOD ($)*	*YTD ($)*
	956.29	**9898.79**

Payrolls by Paychex, Inc.

5.20.24-6.2.24

Alicia Lopez	5/20/24-6/2/24
EMPLOYEE NAM	PAY PERIOD

HOURLY RATE
$ 16.00

Hours Worked			Allocation of Hours								
Day	Date	Total Hours	Funding Source #1 REDLANDS CDBG	Funding Source #2	Funding Source #3	Other Funding....			Sick Leave	Vacation	Total
MON	5/20/2024	6.5		6.5							6.5
TUES	5/21/2024	7.5	2.5	5							7.5
WED	5/22/2024	7		7							7
THUR	5/23/2024	9.5		9.5							9.5
FRI	5/24/2024	8.5	2.5	6							8.5
SAT	5/25/2024										0
SUN	5/26/2024										0
MON	5/27/2024										0
TUES	5/28/2024	8	3	5							8
WED	5/29/2024	7		7							7
THUR	5/30/2024	7.5		7.5							7.5
FRI	5/31/2024	7		7							7
SAT	6/1/2024	7.5		7.5							7.5
SUN	6/2/2024										0
											0
											0
											0
	TOTAL	76	8	68	0	0	0	0	0	0	76
		$ 1,216.00	$128.00	$ 1,088.00	##	##	##	#	##	##	$ 1,216.00

7/15/2024
DATE:

EMPLOYEE SIGNATURE

7/15/2024
DATE:

IMMEDIATE SUPERVISOR

STEPS 4 LIFE COMMUNITY SERVICES
720 Brookside Ave Ste 102
Redlands CA 92373

1607-5630
EE ID: 126 DD

Payrolls by Paychex, Inc.

Payrolls by Paychex, Inc.

ALICIA LOPEZ
30172 LANDS END PL
CANYON LAKE CA 92587

NON-NEGOTIABLE

NON-NEGOTIABLE

PERSONAL AND CHECK INFORMATION
Alicia Lopez
30172 Lands End Pl
Canyon Lake, CA 92587
Employee ID: 126

Pay Period: 05/20/24 **to** 06/02/24
Check Date: 06/07/24 **Check #:** 7167

NET PAY ALLOCATIONS

DESCRIPTION	*THIS PERIOD ($)*	*YTD ($)*
Check Amount	0.00	0.00
Chkg 824	1109.60	11008.39
NET PAY	**1109.60**	**11008.39**

EARNINGS	*BASIS OF PAY*	*DESCRIPTION*	*HRS/UNITS*	*RATE*	*CURRENT ($)*	*YTD HRS/UNITS*	*YTD ($)*
		Hourly	76.0000	16.0000	1216.00	754.0000	12064.00
		Total Hours	76.0000			754.0000	
		Total Hrs Worked	76.0000				
		Gross Earnings			1216.00		12064.00

WITHHOLDINGS	*DESCRIPTION*	*FILING STATUS*	*CURRENT ($)*	*YTD ($)*
	Social Security		75.39	747.97
	Medicare		17.63	174.93
	Fed Income Tax	SMS No		
	CA Income Tax	SMI2 0 0 No		
	CA Disability		13.38	132.71
	TOTAL		106.40	1055.61

NET PAY	*THIS PERIOD ($)*	*YTD ($)*
	1109.60	**11008.39**

Payrolls by Paychex, Inc.

Alicia Lopez	6/3/24-6/16/24
EMPLOYEE NAM	PAY PERIOD

HOURLY RATE
$ 16.00

Hours Worked			Allocation of Hours								
Day	Date	Total Hours	Funding Source #1 REDLANDS CDBG	Funding Source #2	Funding Source #3	Other Funding....			Sick Leave	Vacation	Total
MON	6/3/2024	7		7							7
TUES	6/4/2024	7.5		7.5							7.5
WED	6/5/2024	7.5	1	6							7.5
THUR	6/6/2024	7	2.5	4.5							7
FRI	6/7/2024										0
SAT	6/8/2024										0
SUN	6/9/2024										0
MON	6/10/2024										0
TUES	6/11/2024	8	2.5	5.5							8
WED	6/12/2024	7.5		7.5							7.5
THUR	6/13/2024	7.5		7.5							7.5
FRI	6/14/2024	6.5	2.5	4							6.5
SAT	6/15/2024										0
SUN	6/16/2024										0
											0
											0
											0
	TOTAL	58.5	8.5	49.5	0	0	0	0	0	0	58.5
		$936.00	$136.00	$792.00	##	#	##		##	##	$ 928.00

7/15/2024
DATE:

EMPLOYEE SIGNATURE

7/15/2024
DATE:

IMMEDIATE SUPERVISOR

STEPS 4 LIFE COMMUNITY SERVICES
720 Brookside Ave Ste 102
Redlands CA 92373

1607-5630
EE ID: 126 DD

Payrolls by Paychex, Inc.

ALICIA LOPEZ
30172 LANDS END PL
CANYON LAKE CA 92587

NON-NEGOTIABLE

NON-NEGOTIABLE

PERSONAL AND CHECK INFORMATION
Alicia Lopez
30172 Lands End Pl
Canyon Lake, CA 92587
Employee ID: 126

Pay Period: 06/03/24 **to** 06/16/24
Check Date: 06/21/24 **Check #:** 7169

NET PAY ALLOCATIONS

DESCRIPTION	*THIS PERIOD ($)*	*YTD ($)*
Check Amount	0.00	0.00
Chkg 824	620.10	11628.49
NET PAY	**620.10**	**11628.49**

EARNINGS	*BASIS OF PAY*	*DESCRIPTION*	*HRS/UNITS*	*RATE*	*CURRENT ($)*	*YTD HRS/UNITS*	*YTD ($)*
		Hourly	58.5000	16.0000	936.00	812.5000	13000.00
		Total Hours	58.5000			812.5000	
		Total Hrs Worked	58.5000				
		Gross Earnings			936.00		13000.00

WITHHOLDINGS	*DESCRIPTION*	*FILING STATUS*	*CURRENT ($)*	*YTD ($)*
	Social Security		58.03	806.00
	Medicare		13.57	188.50
	Fed Income Tax	SMS No		
	CA Income Tax	SMI2 0 0 No		
	CA Disability		10.30	143.01
	TOTAL		81.90	1137.51

DEDUCTION	*DESCRIPTION*	*CURRENT ($)*	*YTD ($)*
	Franchise Tax B	234.00	234.00
	TOTAL	234.00	234.00

NET PAY	*THIS PERIOD ($)*	*YTD ($)*
	620.10	**11628.49**

Payrolls by Paychex, Inc.

Alicia Lopez	6/17/24-6/30/24
EMPLOYEE NAM	PAY PERIOD

HOURLY RATE
$ 16.00

Hours Worked			Allocation of Hours								
Day	Date	Total Hours	Funding Source #1 REDLANDS CDBG	Funding Source #2	Funding Source #3	Other Funding....			Sick Leave	Vacation	Total
MON	6/17/2024	8	1.5	6.5							8
TUES	6/18/2024	7.5		7.5							7.5
WED	6/19/2024	10.5		10.5							10.5
THUR	6/20/2024	7		7							7
FRI	6/21/2024	6		6							6
SAT	6/22/2024										0
SUN	6/23/2024										0
MON	6/24/2024	6.5	2.5	4							6.5
TUES	6/25/2024	7.5		7.5							7.5
WED	6/26/2024	6.5		6.5							6.5
THUR	6/27/2024	7.5		7.5							7.5
FRI	6/28/2024	8	5	3							8
SAT	6/29/2024										0
SUN	6/30/2024										0
											0
											0
											0
	TOTAL	75	9	66	0	0	0	0	0	0	75
		$ 1,200.00	$ 144.00	$ 1,056.00	##	##	#	##	##	##	$ 1,200.00

7/15/2024
DATE:

EMPLOYEE SIGNATURE

7/15/2024
DATE:

IMMEDIATE SUPERVISOR

STEPS 4 LIFE COMMUNITY SERVICES
720 Brookside Ave Ste 102
Redlands CA 92373

1607-5630
EE ID: 126 DD

Payrolls by Paychex, Inc.

ALICIA M LOPEZ
30172 LANDS END PL
CANYON LAKE CA 92587

NON-NEGOTIABLE

NON-NEGOTIABLE

PERSONAL AND CHECK INFORMATION
Alicia M Lopez
30172 Lands End Pl
Canyon Lake, CA 92587
Employee ID: 126

Pay Period: 06/17/24 **to** 06/30/24
Check Date: 07/05/24 **Check #:** 7172

NET PAY ALLOCATIONS

DESCRIPTION	*THIS PERIOD ($)*	*YTD ($)*
Check Amount	0.00	0.00
Chkg 824	795.00	12423.49
NET PAY	**795.00**	**12423.49**

EARNINGS	*BASIS OF PAY*	*DESCRIPTION*	*HRS/UNITS*	*RATE*	*CURRENT ($)*	*YTD HRS/UNITS*	*YTD ($)*
		Hourly	75.0000	16.0000	1200.00	887.5000	14200.00
		Total Hours	75.0000			887.5000	
		Total Hrs Worked	75.0000				
		Gross Earnings			1200.00		14200.00

WITHHOLDINGS	*DESCRIPTION*	*FILING STATUS*	*CURRENT ($)*	*YTD ($)*
	Social Security		74.40	880.40
	Medicare		17.40	205.90
	Fed Income Tax	SMS No		
	CA Income Tax	SMI2 0 0 No		
	CA Disability		13.20	156.21
	TOTAL		105.00	1242.51

DEDUCTION	*DESCRIPTION*	*CURRENT ($)*	*YTD ($)*
	Franchise Tax B	300.00	534.00
	TOTAL	300.00	534.00

NET PAY	*THIS PERIOD ($)*	*YTD ($)*
	795.00	**12423.49**

Payrolls by Paychex, Inc.

Application #	MUNIS Project No.	Project Title	Award Amount	Applicant
REDL24PS-004	F164007	Redlands: Housing and Food Program - FSA of Redlands	$7,500.00	Kyra Stewart, Executive Director 612 Lawton Street Redlands, CA 92374 kyra@redlandsfamilyservice.org 909-793-2673
REDL24PS-057	F164003	Redlands: Family Strengthening Program - Boys and Girls Club	$7,500.00	Brandy A. Weber, Resource Development Manager Boys & Girls Club of Greater Redlands - Riverside 1251 Clay St. Redlands, CA, 92374 bweber@bgcie.org 909-798-4599
REDL24PS-047	F164007	Redlands: Legal Services - YMCA of the East Valley -	$7,500.00	Darwin Barnett, Chief Executive Officer YMCA of the East Valley 500 E. Citrus Avenue Redlands, CA 92373 dbarnett@ymcaeastvalley.org 909-798-9622 ext. 7107
REDL24PS-056		Redlands: Mental Health Services - Citrus Counseling Services -	$4,160.00	Roger Uminski, Chief Executive Officer Citrus Counseling Services 101 E. Redlands Blvd. Ste. 215 Redlands, CA 92373 ruminski@ccs-cares.org 909-748-5416
REDL24PS-039		Redlands: Bradley's House Project -The Nowell Family Foundation	$7,500.00	Kellie Nowell, Chief Financial Officer The Nowell Family Foundation, Inc. 5574 East Bayshore Walk Long Beach, CA 90803 kellie@thenowellfamilyfoundation.org 714-726-6103
REDL24PS-030	F164004	Redlands: Supportive Services for Victims of Violence - PAV	$7,500.00	Michelle Cates, Executive Director Partners Against Violence 444 N. Arrowhead Ave, Ste. 101 San Bernardino, CA 92401 michelle.c@partnersav.org 909-885-8884
REDL24PS-041	F164051	Redlands: Transitional Housing - The Blessing Center	$7,500.00	Ariana Avila, Sr. Funding and Project Coordinator The Blessing Center, Inc. 1255 W Colton Ave Redlands, CA 92374 acont007@gmail.com 909-520-6834
			$49,160.00	

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 09/03/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Development Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Construction	200164	7230	TBD	$282,257
Special Contractual Services	200164	6710	F164005	$7,500
Special Contractual Services	200164	6710	F164003	$7,500
Special Contractual Services	200164	6710	F164007	$7,500
Special Contractual Services	200164	6710	F164004	$7,500
				$ 312,257 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200164	4407	TBD	$282,257
Federal Grants	200164	4407	F164005	$7,500
Federal Grants	200164	4407	F164003	$7,500
Federal Grants	200164	4407	F164007	$7,500
Federal Grants	200164	4407	F164004	$7,500
				$ 312,257 -

JUSTIFICATION: Add appropriation for the 2024-2025 Community Development Block Grant Program Year. These amounts have been provided by the San Bernardino County CDBG Program Coordinator.

Requested By: Brian Desatnik
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 09/03/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Development Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Special Contractual Services	200164	6710	F164051	$7,500
Special Contractual Services	200164	6710	TBD	$7,500
Special Contractual Services	200164	6710	TBD	$4,160
				$ 19,160 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200164	4407	F164051	$7,500
Federal Grants	200164	4407	TBD	$7,500
Federal Grants	200164	4407	TBD	$4,160
				$ 19,160 -

JUSTIFICATION: 12

These amounts have been provided by the San Bernardino County CDBG Program Coordinator.

Requested By: Brian Desatnik
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council/Financing Authority Meeting **K. 4.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Public Works Contract with C.R. Contracting LLC for the Runway and Apron Pavement Treatment Project in an amount not-to-exceed $616,499, approve an additional appropriation in the amount of $678,094, and determination that the Project is categorically exempt from environmental review pursuant to Section 15301 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 the City Council determine approval of the contract and construction of the Runway and Apron Pavement Treatment Project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve an additional appropriation in the amount of $678,094 from the Airport Projects and Grants fund; and

3. I move that the City Council approve the Runway and Apron Pavement Treatment Project Plans and Specifications, and award a construction contract to C.R. Contracting for an amount not-to-exceed $616,499.

RECOMMENDATION:

Staff recommends City Council determine approval of a contract and construction of the Runway and Apron Pavement Treatment Project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve the Runway and

Apron Pavement Treatment Project Plans and Specifications and award a construction contract to C.R. Contracting LLC for an amount not-to-exceed $616,499.

DISCUSSION:

Federal Aviation Administration (FAA) Airport Capitol Improvement Plan (ACIP) entitlement funds were allocated to Redlands Municipal Airport. The Runway and Apron Pavement Treatment Project (Project) consists of the removal of the existing markings, removal of weeds, crack sealing/filling of runway 8-26 and the west apron, asphalt seal coating of runway 8-26, asphalt slurry sealing (Type II) of the west apron, and pavement re-markings for both the runway and west apron.

Staff prepared the plans and specifications in-house and advertised the construction phase of the project on July 16, 2024. On August 6, 2024, the City Clerk's office received the following bids:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Schedule Total Price**
1. C.R. Contracting, Bend, OR	$616,499.00
2. American Road Maintenance, Tucson, AZ	$948,502.00

Each bid was reviewed by staff to determine responsiveness to bid requirements and C.R. Contracting LLC was determined to be the lowest responsive bidder. Staff recommends awarding a Construction Contract to C.R. Contracting LLC for an amount not-to-exceed $616,499. The Project will be completed within sixty (60) calendar days after the date of issuance of a Notice to Proceed to the Contractor.

This Project is categorically exempt from environmental review in accordance with Section 15302 of the State's guidelines implementing the California Environmental Quality Act as the Project involves the replacement of an existing utility facility with a negligible expansion of capacity.

ALTERNATIVES:

City Council may deny the staff recommendation.

STRATEGIC PLAN:

N/A

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
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Gerard Nepomuceno, Civil Engineer
Don Craw, Senior Manager

Fiscal Impact

Fiscal Year:	2024
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$678,094
Budgeted Y/N:	N
Account No.:	564910-6912

Discussion:

FAA Grant funded rehabilitation and maintenance of Redlands Airport runway and taxiways in an amount not to exceed $750,000. A total of $678,094 is needed to complete the project ($616,499 plus a 10% contingency of $61,650). The additional appropriation will appropriate both the grant revenue and grant-related expenditures in the Airport Projects and Grants orgkey (564910); 10% of the total project cost is to be paid by local match, per the terms of the grant agreement, 5% from the City and 5% from Cal Trans.

Attachments

A. C.R. Contracting LCC Contract
B. Bid Opening Report
C. Bid Analysis
Additional Appropriation Form
FAA Grant Award

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 17th day of September, 2024, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and C.R. Contracting LLC, an Oregon limited liability company (hereinafter "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:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: Runway and Apron Pavement Treatment Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Runway and Apron Pavement Treatment Project, Project No. FCS662023JN (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Six Hundred Sixteen Thousand Four Hundred Ninety-Nine Dollars ($616,499) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within sixty (60) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of Three Hundred Seventy-Five Thousand Dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

__C.R. Contracting LLC___ _____
Name of Contractor

By:_____
Signature of Authorized Agent

____Russell Davis, President_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities and Community Services Department
Runway and Apron Pavement Treatment Project
FCS662023JN

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.

Dated this _____ day of _____, 2024.

_____C.R. Contracting LLC_____
(Contractor)

_____
(Signature)
_____Russell Davis, President_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and C.R. Contracting LLC (hereinafter designated as "Principal") have entered into an agreement dated September 17, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Runway and Apron Pavement Treatment Project, Project No. FCS662023JN and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of Six Hundred Sixteen Thousand Four Hundred Ninety-Nine Dollars ($616,499) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses

sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2024.

(SEAL)

_____
(Contractor)

_____
(Signature)

(Seal and Notarial Acknowledgment of Surety)

(SEAL)

_____
(Surety)

BY: _____
(Signature)

Address:_____

_____

Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and C.R. Contracting LLC (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated September 17, 2024, and identified as Runway and Apron Pavement Treatment Project, Project No. FCS662023JN 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 Six Hundred Sixteen Thousand Four Hundred Ninety-Nine Dollars ($616,499) 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 _____, 2024.

(SEAL)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address:_____

_____

Telephone: ( )_____

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **6th day of August 2024 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Runway and Apron Pavement Treatment Project – FCS662023JN**. 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	Bid Bond	Addenda Acknowledged (N/A)	Base Bid Amount	Base Bid + Additive Bid "A"
1	American Road Maintenance, Tucson AZ	Yes	Yes	N/A	$648,622.00	$948,502.00
2	CR Contracting, Bend OR	Yes	Yes	N/A	$333,919.00	$616,499.00

Bidders are listed in alphabetical order

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Gerard Nepomuceno

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES DEPARTMENT
BID ANALYSIS

PROJECT NO.FCS662023JN
RUNWAY AND APRON PAVEMENT TREATMENT PROJECT

BID DATE: 6-Aug-2024
EST. START DATE: 1-Oct-2024

Item No.	Bid Item	Quantity	Unit	C.R. Contracting LLC		American Road Maintenance	
				Unit Price	Item Price	Unit Price	Item Price
1	Mobilization	1	LS	$50,000.00	$50,000.00	$25,000.00	$25,000.00
2	Safety and Traffic Control	1	LS	$15,000.00	$15,000.00	$25,000.00	$25,000.00
3	Runway 8-26 crack seal/fill per FAA AC 150-5370-10H Item P-605	14,300	LF	$1.50	$21,450.00	$15.00	$214,500.00
4	Runway Emulsified asphalt seal coat per FAA AC 150/5370-10H Item P-608	41,800	SY	$3.50	$146,300.00	$4.00	$167,200.00
5	Install 18" wide white Runway edge marking	9,000	LF	$2.50	$22,500.00	$7.00	$63,000.00
6	Install 10' wide white Runway threshold bar marking	150	LF	$30.00	$4,500.00	$7.00	$1,050.00
7	Install 3' wide yellow blastpad marking	1,020	LF	$4.00	$4,080.00	$7.00	$7,140.00
8	Install 12" wide white Runway centerline marking	4,350	LF	$2.00	$8,700.00	$7.00	$30,450.00
9	Install yellow Runway holding position marking	450	LF	$18.00	$8,100.00	$7.00	$3,150.00
10	Install double yellow Taxiway solid edge marking	1,350	LF	$10.00	$13,500.00	$7.00	$9,450.00
11	Install runway designation white marking	2	EA	$3,000.00	$6,000.00	$5,000.00	$10,000.00
12	Install 6" wide yellow Taxiway centerline marking	2,526	LF	$1.50	$3,789.00	$7.00	$17,682.00
13	Runway 8-26 Pavement markings removal	1	LS	$30,000.00	$30,000.00	$75,000.00	$75,000.00
			Total Base Bid		**$333,919.00**		**$648,622.00**
Bid Additive							
14	W Apron crack seal/fill per FAA AC 150-5370-10H item P-605	7,000	LF	$2.50	$17,500.00	$15.00	$105,000.00
15	Apron Emulsified asphalt slurry seal (type ll) per FAA AC 150/5370-10H item P-626	50,200	SY	$5.00	$251,000.00	$3.50	$175,700.00
16	Install 6" wide yellow Taxiway centerline marking	1,100	LF	$3.00	$3,300.00	$7.00	$7,700.00
17	Install 6" wide yellow parking marking	1,000	LF	$3.00	$3,000.00	$7.00	$7,000.00
18	Install yellow movement/non-movement marking	100	LF	$40.00	$4,000.00	$7.00	$700.00
19	Install 12" wide white vehicle driveway edge marking	540	LF	$7.00	$3,780.00	$7.00	$3,780.00
			Total Bid Additive		**$282,580.00**		**$299,880.00**
			Total Base Bid Plus Additive Bid		**$616,499.00**		**$948,502.00**

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 8/14/2024

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: FCS

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Runway and Apron Pavement Treatment Project	564910	6912	FCS662023JN	$ 678,094.00
			$	$ 678,094.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
FAA Grant - 3-06-0195-023-2024	564910			$ 750,000.00
			$	$ 750,000.00

JUSTIFICATION: FAA Grant funded rehabilitation and maintenance of Redlands Airport runway and taxiways.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

U.S. Department of Transportation Federal Aviation Administration

Airports Division Western-Pacific Region California

Los Angeles Airports District Office: 777 S Aviation Blvd, Ste 150 El Segundo, CA 90245

August 16, 2024

Eddie Tejada
City of Redlands
35 Cajon Street
Suite 222
Redlands, CA 92373

Dear Mr. Tejada:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0195-023-2024 at Redlands Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 12, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Carlos Mora, (424) 405-7270, Carlos.M.Mora@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Cathryn G. Cason

Cathryn G. Cason (Aug 16, 2024 11:09 PDT)

Cathryn G. Cason
Manager
Los Angles Airports District Office

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 16, 2024
Airport/Planning Area	Redlands Municipal Airport
Airport Infrastructure Grant Number	3-06-0195-023-2024
Unique Entity Identifier	VCE6UFMK6PL5

TO: City of Redlands

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 11, 2024, for a grant of Federal funds for a project at or associated with the Redlands Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Redlands Municipal Airport (herein called the "Project") consisting of the following:

Resurface Runway 8/26 (4,505' X 75')

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $750,000.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $750,000 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 12, 2024, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.

2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or

ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –

a) Associated with performance under this Grant; or

b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –

   i. Associated with performance under this Grant; or

   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.

2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:

   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and

   ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:

   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or

   ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

ii. Includes:

a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 29, 2008, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;

ii. Gross waste of Federal funds;

iii. An abuse of authority relating to implementation or use of Federal funds;

iv. A substantial and specific danger to public health or safety; or

v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;

v. A court or grand jury;

vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights

may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

SPECIAL CONDITIONS

30. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

31. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            i. Location of all runways, taxiways, and aprons;

            ii. Dimensions;

            iii. Type of pavement; and,

            iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

        2. Inspection Schedule.

i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

   i. Inspection date;

   ii. Location;

   iii. Distress types; and

   iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

32. **Project Containing Paving Work in Excess of $500,000**. The Sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

   1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

   2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

   3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

   4. Qualifications of engineering supervision and construction inspection personnel;

   5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

   6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

33. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

34. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Cathryn G. Cason
Cathryn G. Cason (Aug 16, 2024 11:09 PDT)

(Signature)

Cathryn G. Cason

(Typed Name)

Manager, Los Angeles Airports District Off

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated August 19, 2024

City of Redlands

(Name of Sponsor)

Eddie Tejeda

Eddie Tejeda (Aug 19, 2024 17:13 PDT)

(Signature of Sponsor's Authorized Official)

By: Eddie Tejeda

(Typed Name of Sponsor's Authorized Official)

Title: Mayor, City of Redlands

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, YVETTE GARCIA, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at August 19, 2024

By: YVETTE GARCIA
YVETTE GARCIA (Aug 19, 2024 17:20 PDT)
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or

   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (City of Redlands), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of April 11, 2024.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

City Council/Financing Authority Meeting **K. 5.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Cooperative Agreement with San Bernardino County delineating responsibilities for paving rehabilitation, and determine that this action 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 that City Council determine approval of the Cooperative Agreement with San Bernardino County delineating responsibilities for pavement rehabilitation 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 with San Bernardino County delineating responsibilities for pavement rehabilitation.

RECOMMENDATION:

Staff recommends that City Council determine approval of a Cooperative Agreement with the County of San Bernardino delineating responsibilities for pavement rehabilitation is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act and approve the Cooperative Agreement.

DISCUSSION:

In FY 24/25, the City's Pavement Management Program 2024 Street Resurfacing Project (Project) will rehabilitate approximately twenty-eight (28) lane miles of public streets. The Project includes a portion of Lugonia Avenue (north half) and California Street (east half) within the San Bernardino County (County) jurisdiction. Municipal Utilities and Engineering Department (MUED) staff collaborated with County staff to develop a Cooperative Agreement to ensure the full width of each street segment is rehabilitated, in lieu of only rehabilitating the portions of each street within the City's jurisdiction. If the Agreement is approved, approximately 1.5 lane miles of the County's streets will be resurfaced with the City's project.

The total project construction cost estimate is $4,677,377, of which approximately $815,066 is for rehabilitating County streets. The Agreement obligates the County to a maximum Project financial contribution of $896,573, which includes $81,507 (10%) for unanticipated Project costs. The Agreement requires the County to reimburse the City for actual construction costs associated with pavement rehabilitation within the County's jurisdiction. The City will procure construction services, manage the project, and pay all other project costs.

Approval of the Cooperative Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State’s guidelines implementing the California Environmental Quality Act because this activity will not result in a direct or reasonably foreseeable indirect physical change in the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

Priority D:
Objective 3. Infrastructure - Engineer and construct transportation facilities to accommodate all potential users – motorists, cyclists and pedestrians.

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	211910

Discussion:

There is no fiscal impact associated with this action. Approval of the agreement ensures that the County pays its proportional share of the improvements.

Attachments

Cooperative Agreement with County
Location Map

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

SAP Number

Public Works

Department Contract Representative	Jeremy Johnson, P.E., Engineering Manager
Telephone Number	(909) 387-8165
Contractor	City of Redlands
Contractor Representative	Goutam Dobey, City Engineer
Telephone Number	(909) 798-7584 Ext. 2
Contract Term	Expiration 12/31/2028
Original Contract Amount	$815,066
Amendment Amount	$0
Total Contract Amount	$815,066
Cost Center	6650002000 52002445 H15278
Grant Number (if applicable)	n/a

IT IS HEREBY AGREED AS FOLLOWS*:*

WHEREAS, San Bernardino County (COUNTY) and the City of Redlands (CITY), (COUNTY and CITY are also each referred to herein as “Party” and collectively referred to herein as “Parties”) desire to cooperate and jointly participate in Lugonia Avenue and Other Roads Pavement Improvement Project located in the Redlands area (hereinafter referred to as “PROJECT”); and,

WHEREAS, the PROJECT is within the CITY’s jurisdiction with the exception of pavement improvements on 1) California Street, between Almond Avenue and Palmetto Avenue (3.6” Mill and AC Overlay), and 2) Lugonia Avenue, between Nevada Street and Alabama Street (2” Mill and AC Overlay , which are jurisdictionally shared between CITY and COUNTY, as shown on Exhibit “A” attached hereto and incorporated herein by this reference; and,

WHEREAS, California Streets and Highways Code section 1710 authorizes COUNTY to contract with CITY for CITY’s maintenance, construction, or repair of COUNTY highways, the cost being paid by COUNTY; and,

WHEREAS, COUNTY determines that it is necessary for the more efficient maintenance, construction, or repair of the COUNTY roads identified herein to contract with CITY for the PROJECT; and,

WHEREAS, the total PROJECT cost is estimated to be $4,677,377; and,

WHEREAS, CITY's share of PROJECT cost is estimated to be $3,862,311 and the COUNTY's share of PROJECT cost is estimated to be $815,066, as more particularly set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference; and,

WHEREAS, the above described costs are proportioned based on the work to be performed within each Party's jurisdiction; and,

WHEREAS, CITY and COUNTY desire to set forth the responsibilities and obligations of each as they pertain to such participation, and to the design, construction, and funding of the proposed PROJECT.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 CITY AGREES TO:

1.1 Act as the Lead Agency in the design, utility relocation, construction, construction engineering, inspection, and California Environmental Quality Act (CEQA) compliance (Public Resources Code section 21000 *et seq*.). Right-of-Way services are not anticipated and therefore not included in this agreement.

1.2 Provide plans and specifications and all necessary construction engineering for the PROJECT to COUNTY, for COUNTY's prior review and approval pursuant to paragraph 2.1 below.

1.3 Construct the PROJECT by contract in accordance with the plans and specifications provided by CITY, which have been reviewed and approved by COUNTY.

1.4 Arrange for relocation of all utilities which interfere with construction of the entire PROJECT limits.

1.5 Obtain a no-cost permit from the COUNTY for work within the COUNTY's right-of-way.

1.6 Advertise, award, and administer the construction of the PROJECT, in accordance with the provisions of California Public Contract Code applicable to cities and require, as well as enforce, CITY's contractors to comply with all applicable laws and regulations, including Labor Code sections 1720 et seq. and 1770 *et seq*. that concern the payment of prevailing wages. CITY shall indemnify, defend (with counsel reasonably approved by COUNTY), and hold harmless COUNTY and its officers, employees, volunteers, and agents from any and all claims, actions, losses, damages, and/or liability arising out of CITY's obligations set forth in this paragraph.

1.7 CITY shall require all contractors and vendors working on the PROJECT to have appropriate and adequate insurance coverage for the mutual protection and benefit of the Parties. Except for Workers' Compensation, Errors and Omissions and Professional Liability policies, CITY shall require and ensure that all CITY contractors/subcontractors for the PROJECT shall have insurance policies that contain endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

1.8 Require CITY's contractors and subcontractors to pay the minimum of prevailing wages as applicable.

1.9 Provide adequate inspection of all items of work performed under the construction contract(s) with CITY's contractors or subcontractors for the PROJECT and maintain adequate records of inspection and materials testing for review by COUNTY. CITY shall provide copies of any records of inspection and materials testing to COUNTY within ten (10) business days of CITY's receipt of written demand from COUNTY for such records. This shall be included as a PROJECT cost.

1.10 Include compliance with any applicable requirements of CEQA, as well as completing the required CEQA documentation.

1.11 Provide a qualified CITY representative who has the authority to discuss and resolve PROJECT issues.

1.12 Pay CITY's proportionate share of the cost of the PROJECT. The cost of the PROJECT shall include the cost of design, construction, construction engineering, inspection, CEQA compliance, and CITY overhead cost for the PROJECT. CITY's proportionate share of cost for the PROJECT

is estimated at $3,862,311 (82.5% of PROJECT, see Exhibit B). CITY shall be responsible for its share of any PROJECT cost increases pursuant to paragraph 3.7, 3.9, and 3.12 below.

1.13 Submit to COUNTY an itemized accounting of actual PROJECT costs incurred by CITY and a statement for COUNTY's proportionate share of PROJECT costs, as provided herein. Costs shall be amended following CITY and COUNTY acceptance of the final construction cost accounting. In no event shall COUNTY's proportionate share of cost of PROJECT exceed $896,573 (COUNTY's estimated share of cost for PROJECT plus ten percent (10%)) absent a written amendment to this Agreement approved pursuant to paragraph 3.16.

1.14 Accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into the CITY's designated checking or other bank account. The CITY shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

2.0 COUNTY AGREES TO:

2.1 Review, approve, and provide comments, if necessary, for the PROJECT's plans and specifications provided by the CITY for PROJECT work to be performed in the COUNTY's jurisdiction.

2.2 Provide a no cost permit to the COUNTY for its work in the CITY's right-of-way.

2.3 Provide a qualified COUNTY representative who has the authority to discuss and resolve PROJECT issues; and the authority to inspect PROJECT construction site upon notification by CITY via email and/or telephone that an inspection is required within the COUNTY's limits.

2.4 Pay COUNTY's proportionate share of the PROJECT cost. The PROJECT cost shall include the cost of design, utility relocation, construction, construction engineering, inspection, CEQA compliance and CITY overhead cost. COUNTY's proportionate share of cost for the PROJECT is estimated at $815,066 (17.5% of PROJECT, see Exhibit A).

2.5 Pay to CITY, on a reimbursement basis, its share of PROJECT costs, including its jurisdictional share of any PROJECT cost increases pursuant to paragraphs 3.7, 3.9 and 3.12 below, within sixty (60) calendar days after receipt of an itemized statement as set forth in paragraph 1.13 of this Agreement, setting forth all actual PROJECT costs incurred by CITY, together with adequate documentation of said expenditures. In no event shall COUNTY's proportionate share of PROJECT cost exceed $896,573 (COUNTY's estimated share of cost for the PROJECT plus ten percent (10%)) absent a written amendment to this Agreement approved pursuant to Paragraph 3.16.

3.0 IT IS MUTUALLY AGREED:

3.1 After CITY's and COUNTY's acceptance of completed PROJECT, the COUNTY shall be responsible for performing any maintenance for that portion of the PROJECT that is in the County Maintained Road System and within the COUNTY unincorporated area, and the CITY shall be responsible for performing any maintenance for the PROJECT that is in the CITY incorporated area.

3.2 CITY agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless the COUNTY, its officers, employees, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability arising out of CITY's performance of its obligations under this Agreement.

3.3 COUNTY agrees to indemnify and hold harmless the CITY, its officers, employees, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability arising out of COUNTY's performance of its obligations under this Agreement.

3.4 In the event the CITY and/or the COUNTY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the CITY and/or COUNTY shall indemnify the other to the extent of its comparative fault.

3.5 In the event of litigation arising from this Agreement, each Party to the 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 1.6, 3.2, 3.3 and 3.4 indemnification.

3.6 CITY and COUNTY are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect

against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

3.7 The Parties acknowledge that final PROJECT costs may ultimately exceed the current estimate of PROJECT costs. Any additional PROJECT costs resulting from increased bid prices, change orders, or arising from unforeseen site conditions, including Utility relocation (but not from requested additional work by the COUNTY or CITY, which is addressed in paragraph 3.8 below) over the estimated total of PROJECT cost of $4,677,377 (which is the sum of $3,862,311 from CITY and $815,066 from COUNTY), shall be borne by each Party in proportion to where the work actually lies (based on jurisdiction), as part of the Parties' respective obligations to pay the cost for the PROJECT.

3.8 If either CITY or COUNTY requests additional work that is beyond the scope of the original PROJECT, and not considered by all Parties to be a necessary part of the PROJECT, said work, if approved by all Parties, will be paid solely by the agency requesting the work.

3.9 In the case where one of the Parties owns a utility that needs to be relocated for the PROJECT and that Party does not have prior rights for that utility, it will be the sole responsibility of that Party to relocate the utility at that Party's cost. This shall not be included as a PROJECT cost. In the case that a utility relocation is determined to be a PROJECT cost based on that utility having prior rights, the relocation of the utility will be included as a project cost for which the COUNTY and CITY will be responsible for funding within their jurisdictional boundaries.

3.10 As design progresses, if it is found by CITY, that a cost overrun of more than twenty-five percent (25%) of the estimated total of the PROJECT costs will occur, CITY shall provide COUNTY notice of this fact and COUNTY and CITY shall endeavor to agree upon an alternative course of action, including amending the amounts and Exhibit B with revised cost estimates. If, after thirty (30) days of COUNTY notice, an alternative course of action is not mutually agreed upon in writing between the Parties, this Agreement shall be deemed to be terminated by mutual consent.

3.11 CITY shall notify COUNTY of the bids received and the amounts thereof. If either Party intends to cancel this Agreement based upon the bids or amount thereof, said Party shall notify the other Party as a reasonable time prior to the awarding of a contract to construct the PROJECT to avoid any detrimental reliance by either Party, contractor, or potential contractor.

3.12 If after opening bids for the PROJECT, it is found that the responsive and responsible low bid amount is twenty-five percent (25%) or less over the construction cost shown in Exhibit B, CITY may award the contract.

3.13 If, upon opening of bids, it is found that the responsive and responsible low bid amount is over twenty-five percent (25%) more than the construction cost shown in Exhibit B, CITY shall not award the contract unless: 1) CITY receives written permission from the COUNTY's Director of Public Works or his designee, to proceed with the award; and 2) COUNTY's Board of Supervisors approves the award of the construction contract. If the above-described conditions are not met, the COUNTY and CITY shall endeavor to agree upon an alternative course of action, including re-bidding of the PROJECT. If, after thirty (30) days of the bid opening, an alternative course of action is not mutually agreed upon in writing, this Agreement shall be deemed to be terminated by mutual consent.

3.14 Contract Change Orders forms will be delivered by fax or email, must be approved and signed by COUNTY, and returned within two (2) business days. The COUNTY shall not unreasonably withhold approval of change orders. If a COUNTY disapproved or modified change order is later found to be a cost of the PROJECT, then the COUNTY shall be responsible for any costs, awards, judgments, or settlements associated with the disapproved or modified change order.

3.15 This Agreement may be cancelled upon thirty (30) calendar days advance written notice of either Party, provided however, that neither Party may cancel this Agreement after CITY awards a contract to construct the PROJECT. In the event of cancellation as provided herein, including termination pursuant to this paragraph 3.15 or paragraphs 3.10 or 3.13 above, all PROJECT costs required to be paid by the Parties prior to the effective date of cancellation shall be paid by the Parties in the same proportion to their contribution for the PROJECT. The Parties recognize and agree that the provisions governing utility relocation and construction are dependent upon the Parties first satisfying CEQA. As provided in this paragraph, the Agreement may be cancelled with or without cause, before, during or after CEQA review/approval.

3.16 Except as provided in Paragraph 3.15, and except for the Parties' operation, maintenance and indemnification obligations contained herein which shall survive Agreement termination, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the COUNTY for its share of the PROJECT costs. The PROJECT shall be deemed complete upon both PARTIES recording a Notice of Completion with any and all appropriate jurisdictions.

3.17 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.18 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between CITY and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court, located in the county of San Bernardino, California.

3.19 Time is of the essence for each and every provision of this Agreement.

3.20 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any Party. Any term referencing business days shall be deemed COUNTY workdays. The captions of the various articles and paragraphs are for convenience and ease or reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.21 No waiver of any default shall constitute a waiver of any other default or breach, 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.

3.22 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this agreement is frustrated.

3.23 This Agreement may be signed in counterparts, each of which shall constitute an original. The Parties shall be entitled to sign and transmit an electronic signature of the Agreement (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 Agreement upon request.

3.24 This Agreement will be effective on the date it is signed by both Parties and shall conclude upon satisfaction of the terms identified in paragraph 3.16, or December 31, 2028 (whichever occurs first).

3.25 The Recitals are true and correct and incorporated into the body of this Agreement.

SIGNATURES ON THE FOLLOWING PAGE:

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

CITY OF REDLANDS

By ► _____
(Authorized signature - sign in blue ink)

Name Eddie Tejeda
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: _____

Address 35 Cajon Street, Redlands, CA

_____

ATTEST: Jeanne Donaldson, City Clerk

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Aaron Gest, Deputy County Counsel	Andy Silao, P.E., Engineering Manager	Noel Castillo, Director
Date _____	Date _____	Date _____

EXHIBIT A

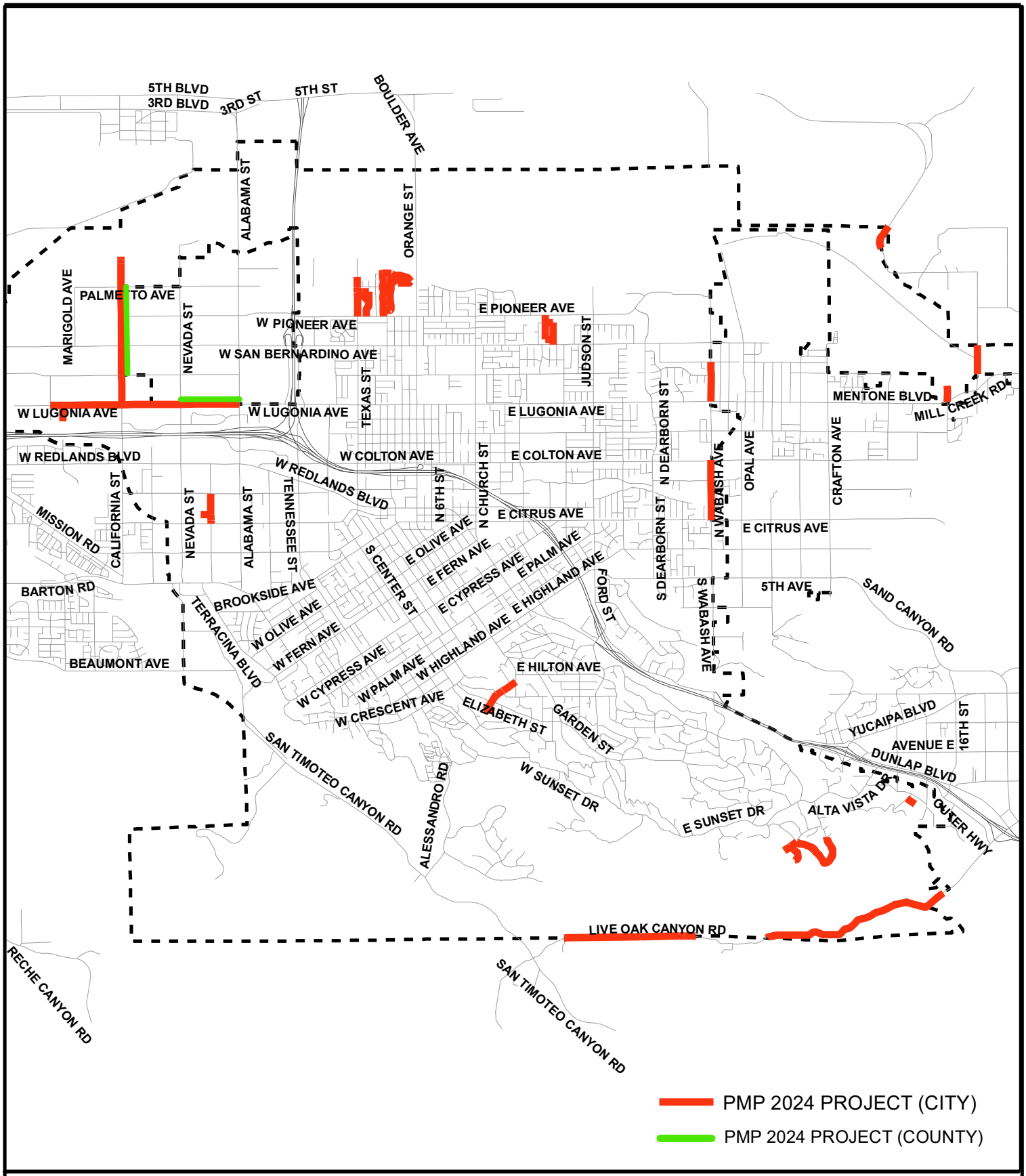
LOCATION MAP

PMP 2024 STREET RESURFACING PROJECT
LOCATION MAP

EXHIBIT B
ESTIMATE OF PROJECT COSTS
FOR SAN BERNARDINO COUNTY/CITY OF REDLANDS
PAVEMENT IMPROVEMENT PROJECT

LUGONIA AVENUE AND OTHER ROADS

DESCRIPTION	TOTAL PROJECT COST	SAN BERNARDINO COUNTY SHARE	CITY OF REDLANDS SHARE
Construction and Contingency	$4,209,639	$733,559	$3,476,080
All Other Costs such as design, survey, CEQA compliance, construction engineering, inspection and CITY overhead	$ 467,738	$ 81,507	$ 386,231
Total	**$4,677,377**	**$815,066**	**$3,862,311**



PMP 2024 STREET RESURFACING PROJECT LOCATION MAP

City of REDLANDS "A City That Works"

N W E S

City Council/Financing Authority Meeting **K. 6.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Public Works Contract with Tryco General Engineering for the 2024 Alley Paving Improvement Project for an amount not-to-exceed $483,955 and determination that the Project is categorically exempt from environmental review pursuant to Section 15301(c) of the State's Guidelines for 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 that the City Council determine approval of the contract and construction of the 2024 Alley Paving Improvement Project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve the 2024 Alley Paving Improvement Project plans and specifications, and award a Public Works Contract to Tryco General Engineering for an amount not-to-exceed $483,955.

RECOMMENDATION:

Staff recommends that City Council determine approval of a Public Works Contract and construction of the 2024 Alley Paving Improvement Project is categorically exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve the 2024 Alley Paving Improvement Project plans and specifications, and award a Public Works Contract to Tryco General Engineering for an amount not-to-exceed $483,955.

DISCUSSION:

The 2024 Alley Paving Improvement Project (Project) will resurface five (5) alleys identified on the attached location map (Attachment D). The Project also removes and replaces driveways and sidewalks where necessary, protects existing utilities, trees, power poles, and public and private improvements, replaces damaged survey monuments, constructs drainage facilities, disposes of excess soil and rock material, and restores all areas and improvements to pre-construction conditions.

City Staff prepared plans and specifications, and advertised the Project for construction. On July 30, 2024, the City Clerk's office received and opened the following six (6) bids for the Project:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
1. Tryco General Engineering, Rimforest, CA	$439,959.00
2. Voltaire Engineering, Redlands, CA	*$594,625.00
3. Issa Electric, Inc., Riverside, CA	$621,694.75
4. We R Builders, Glendale, CA	*$643,170.00
5. Martin Construction, Yucaipa, CA	*$681,702.35
6. Onyx Paving Company, Inc., Anaheim, CA	$968,000.00

*An arithmetic error was made in the bid proposal. The total bid amount was corrected and highlighted in the attached Bid Analysis to identify arithmetic errors, but did not affect ranking.

Bids were reviewed by staff and Tryco General Engineering was determined to be the lowest responsive and responsible bidder. Staff recommends including $43,996, 10% of the low bid amount, in the contract as contingency funding to be used only for any unforeseen work during construction. The total award amount of $483,955, including contingencies, is available in the MUED FY 24/25 approved budget. If approved, it is anticipated that the Project will be completed within forty-five (45) working days from the issuance of the Notice to Proceed.

This project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act as the Project involves paving existing alleys within the right-of-way with no increase to existing use.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

The project supports Strategic Plan Priority D, Strategic Objective 3. Infrastructure: Engineer and construct transportation facilities to accommodate all potential users - motorists, cyclists, and pedestrians.

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Elva Arellanes, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 24/25
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	211910

Discussion:
There is no fiscal impact associated with this action. The cost for this project is included in the FY 24/25 MUED budget.

Attachments

A. Tryco Agreement
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. Alley Project Plans (for Reference)
F. Specifications (for Reference)

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 17th day of September, 2024, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Tryco General Engineering, a California corporation (hereinafter "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:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: 2024 Alley Paving Improvement Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2024 Alley Paving Improvement Project, Project No. 211910 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Four Hundred Eighty-Three Thousand Nine Hundred Fifty-Five Dollars ($483,955) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within forty-five (45) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars/cents ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of Three Hundred Seventy Five Thousand Dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

Tryco General Engineering_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
2024 Alley Paving Improvement Project
Project No. 211910

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.

Dated this _____ day of _____, 2024.

_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Tryco General Engineering (hereinafter designated as "Principal") have entered into an agreement dated September 17th, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as 2024 Alley Paving Improvement Project, Project No. 211910 and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of Four Hundred Eighty-Three Thousand Nine Hundred Fifty-Five Dollars ($483,955) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price,

but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2024.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Tryco General Engineering (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated September 17th, 2024, and identified as 2024 Alley Paving Improvement Project, Project No. 211910 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 four hundred eighty-three thousand nine hundred fifty-five dollars ($483,955) 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 _____, 2024.

(SEAL)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address:_____

_____

Telephone: ( )_____

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **30th day of July 2024 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **2024 Alley Paving Improvement Project**. 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	Bid Bond	Addenda Acknowledged (N/A)	Total Bid Amount
1	Tryco General Engineering, Rim Forest CA	Yes	Yes	N/A	$439,959.00
2	Voltaire Engineering, Redlands CA	Yes	Yes	N/A	$594,624.00
3	Issa Electric, Inc., Riverside CA	Yes	Yes	N/A	$621,694.75
4	We R Builders, Glendale CA	Yes	Yes	N/A	$634,170.00
5	Martin Construction, Yucaipa CA	Yes	Yes	N/A	$681,402.35
6	Onyx Paving Company, Inc., Anaheim CA	Yes	Yes	N/A	$968,000.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Elva Arellanes; Goutam Dobey

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 211910
2024 Alley Paving Improvement Project

BID DATE: 30-Jul-2024
EST. START DATE: 23-Sep-2024

Item No.	Bid Item	Quantity	Unit	Tryco General Engineering		Voltaire Engineering, Inc.		ISSA Electric, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$22,000.00	$22,000.00	$5,000.00	$5,000.00	$30,000.00	$30,000.00
2	Erosion Control	1	LS	$2,800.00	$2,800.00	$4,000.00	$4,000.00	$3,000.00	$3,000.00
3	Survey (Construction Staking)	1	LS	$5,000.00	$5,000.00	$9,200.00	$9,200.00	$10,880.00	$10,880.00
4	Removal of all trash and debris, shrubs, bushes, tree stumps, existing pavement, pavement grindings from right away	1	LS	$20,000.00	$20,000.00	$170,000.00	$170,000.00	$135,558.75	$135,558.75
5	Construct 2.5" AC over 4" Aggregate Base, Compact Top 6" to 95% Compaction	40,490	SF	$5.60	$226,744.00	$5.00	$202,450.00	$6.65	$269,258.50
6	Construct 2' Wide V-Gutter	2,880	LF	$48.00	$138,240.00	$60.00	$172,800.00	$37.50	$108,000.00
7	Construct V-Gutter Transition	8	EA	$500.00	$4,000.00	$300.00	$2,400.00	$2,531.25	$20,250.00
8	Remove and Replace Driveway, 6" Thick PCC (560-C-3250), Compact Top 6" to 95% Compaction	335	SF	$25.00	$8,375.00	$25.00	$8,375.00	$58.50	$19,597.50
9	Adjust Manhole to Grade. City to Provide New MH Frame and Cover as Needed.	7	EA	$500.00	$3,500.00	$1,000.00	$7,000.00	$650.00	$4,550.00
10	Construct Concrete Collar	7	EA	$900.00	$6,300.00	$1,200.00	$8,400.00	$800.00	$5,600.00
11	Demobilization	1	LS	$3,000.00	$3,000.00	$5,000.00	$5,000.00	$15,000.00	$15,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
			Total Bid Price		**$439,959.00**		**$594,625.00**		**$621,694.75**

***Arithmetic Error**

License Status	Active	Active	Active
Sub's License Status	N/A	Active	Active
Bid Bond Company	The Gray Casualty & Surety Co	Old Republic Surety Co	The Gray Casualty & Surety Co
Submitted Entire Bid Package	Yes	No	No
Submitted Sub's Qualification Statement	N/A	No	No
DIR Status	Active	Active	N/A
Error in Bid	No	Yes	No

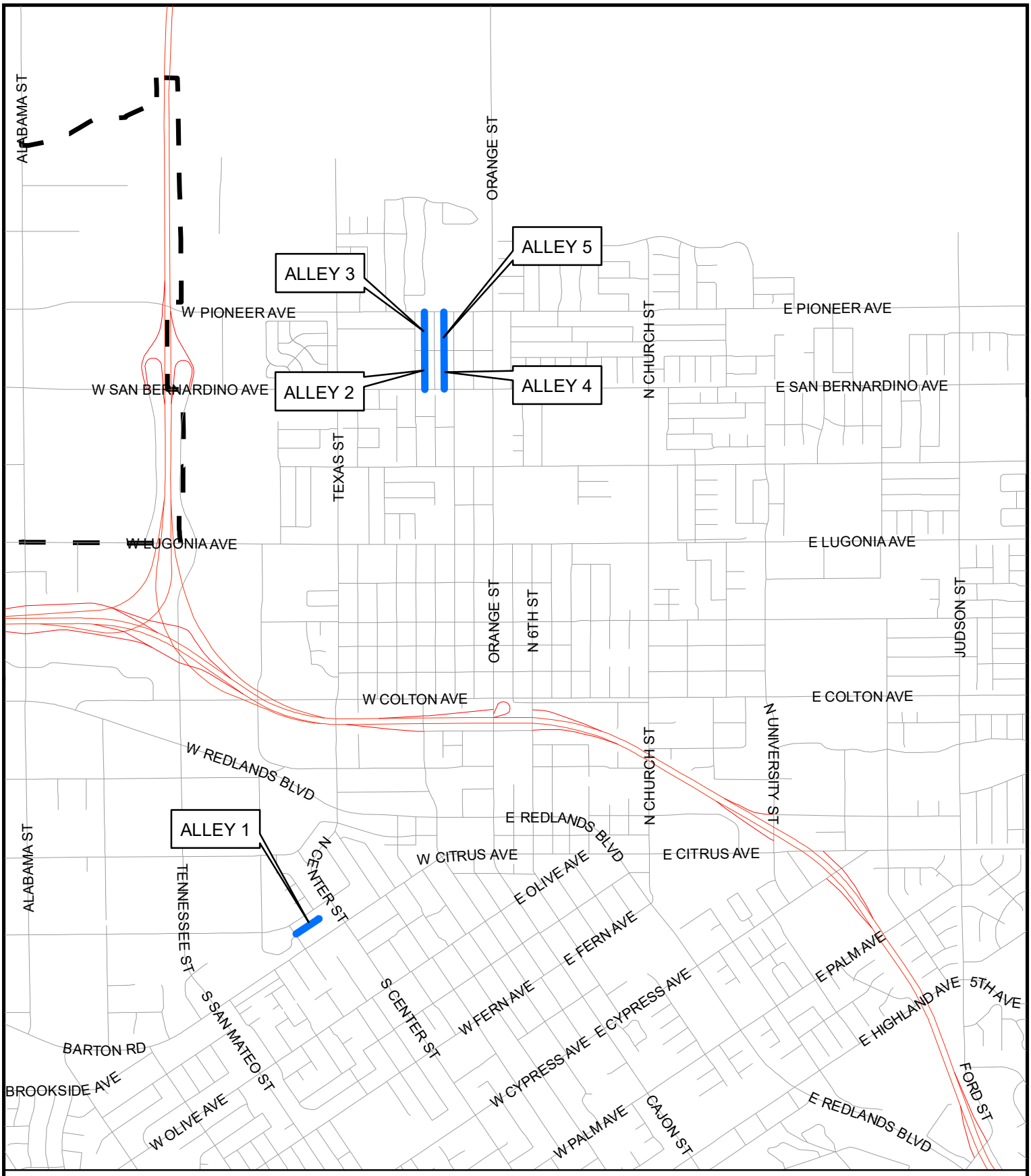
ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 211910
2024 Alley Paving Improvement Project

BID DATE: 30-Jul-2024
EST. START DATE: 23-Sep-2024

Item No.	Bid Item	Quantity	Unit	We R Builders, Inc.		Martin Construction Inc.		Onyx Paving Company, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$30,000.00	$30,000.00	$19,457.52	$19,457.52	$45,000.00	$45,000.00
2	Erosion Control	1	LS	$5,000.00	$5,000.00	$7,488.00	$7,488.00	$23,000.00	$23,000.00
3	Survey (Construction Staking)	1	LS	$20,000.00	$20,000.00	$7,280.00	$7,280.00	$27,000.00	$27,000.00
4	Removal of all trash and debris, shrubs, bushes, tree stumps, existing pavement, pavement grindings from right away	1	LS	$115,000.00	$115,000.00	$138,050.00	$138,050.00	$432,280.00	$432,280.00
5	Construct 2.5" AC over 4" Aggregate Base, Compact Top 6" to 95% Compaction	40,490	SF	$5.50	$222,695.00	$4.90	$198,401.00	$5.00	$202,450.00
6	Construct 2' Wide V-Gutter	2,880	LF	$65.00	$187,200.00	$79.00	$227,520.00	$68.00	$195,840.00
7	Construct V-Gutter Transition	8	EA	$1,500.00	$12,000.00	$395.00	$3,160.00	$400.00	$3,200.00
8	Remove and Replace Driveway, 6" Thick PCC (560-C-3250), Compact Top 6" to 95% Compaction	335	SF	$65.00	$21,775.00	$88.00	$29,480.00	$58.00	$19,430.00
9	Adjust Manhole to Grade. City to Provide New MH Frame and Cover as Needed.	7	EA	$2,000.00	$14,000.00	$3,940.00	$27,580.00	$650.00	$4,550.00
10	Construct Concrete Collar	7	EA	$1,500.00	$10,500.00	$1,375.00	$9,625.00	$1,750.00	$12,250.00
11	Demobilization	1	LS	$5,000.00	$5,000.00	$13,660.83	$13,660.83	$3,000.00	$3,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
			Total Bid Price		**$643,170.00**		**$681,702.35**		**$968,000.00**
				***Arithmetic Error**		***Arithmetic Error**			



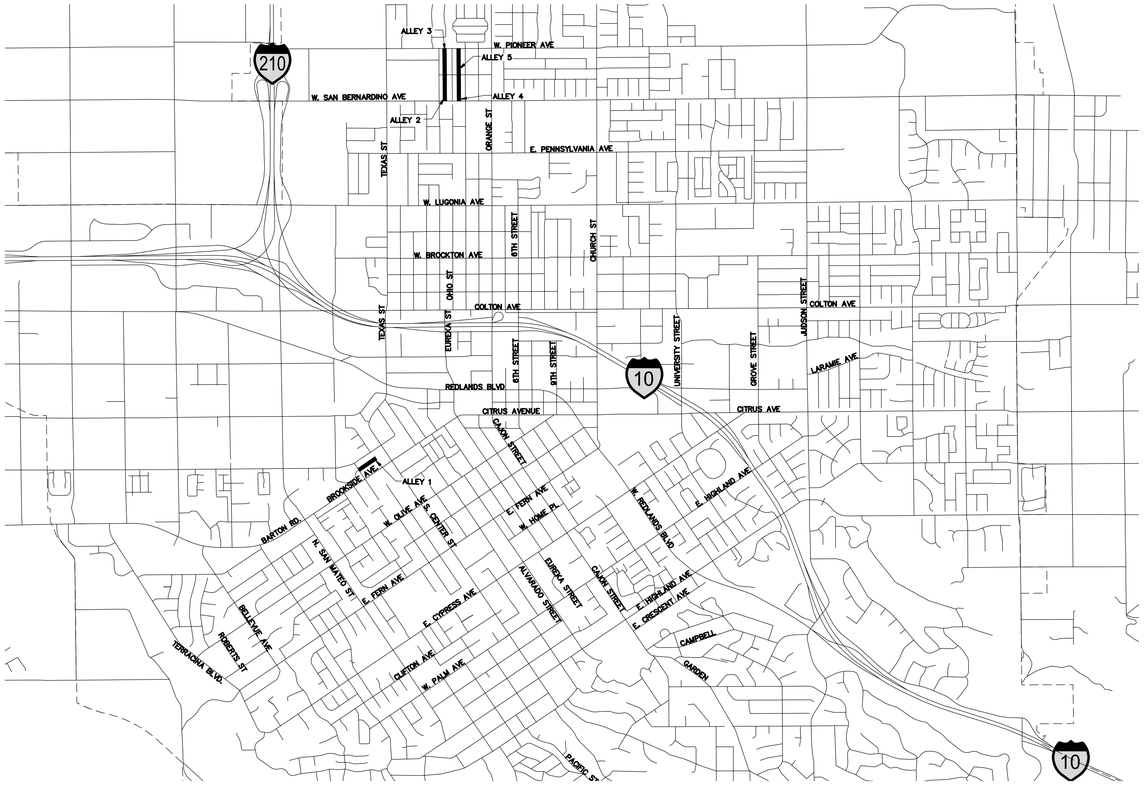
2024 Alley Paving Project Location Map

Legend:

2024 ALLEYS

CONSTRUCTION PLANS FOR
CITY OF REDLANDS
2024 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT No. 211910

JUNE 2024



SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET & VICINITY MAP
2	NOTES AND DETAILS
3	ALLEY 1
4	ALLEY 2 & 3
5	ALLEY 4 & 5

CITY COUNCIL:

EDDIE TEJEDA, MAYOR
PAUL BARICH, MAYOR PRO TEM
DENISE DAVIS, COUNCIL MEMBER
JENNA GUZMAN-LOWERY, COUNCIL MEMBER
MARIO SAUCEDO, COUNCIL MEMBER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

CITY STAFF:

CHARLES M. DUGGAN JR., CITY MANAGER

NORTH

VICINITY MAP
NTS

LINE IS 2 INCHES
AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

NONE REFERENCED

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2024 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 211910
TITLE SHEET & VICINITY MAP

Designed by: EA
Date: 06/24
Checked by: GD
Date: 06/24
Drawn by: EA
Date: 06/24
Checked by: GD
Date: 06/24

Reviewed By: 06/28/2024
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200 Date
Approved By: 06/28/2024
Goutam K. Dobey, City Engineer, R.C.E. 75646 Date

Sheet 1 of 5 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

F-2452 ST

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GENERAL NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER'S REPRESENTATIVE TO SCHEDULE CITY PERSONNEL FOR A FINAL INSPECTION AND APPROVAL OF TRAFFIC CONTROL DEVICES PRIOR TO PROJECT ACCEPTANCE.
2. ALL CONSTRUCTION SIGNS SHALL BE BLACK ON ORANGE BACKGROUND WITH HIGH INTENSITY (FHWA TYPE III) REFLECTIVE SHEETING.
3. ALL CONSTRUCTION SIGNING SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES. PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
4. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL TRAFFIC CONTROL DEVICES AS NECESSARY FOR PUBLIC SAFETY. ALL WORK WITHIN 6-FEET OF THE SHOULDER WILL REQUIRE CLOSURE OF THE SHOULDER. ALL WORK WITHIN 6-FEET OF THE TRAVELED WAY WILL REQUIRE CLOSURE OF THAT LANE.
5. ALL CONFLICTING SIGNS SHALL BE REMOVED OR RELOCATED BY THE CONTRACTOR. RELOCATABLE SIGNS SHALL BE INSTALLED AS SPECIFIED ON THE PLANS OR AS DETERMINED IN THE FIELD BY THE CITY ENGINEER'S REPRESENTATIVE.
6. ALL WORK SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)", 2018 EDITION, THE "STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION", 2012 EDITION, AND THE CITY OF REDLANDS STANDARD SPECIFICATIONS. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE CITY ENGINEER'S REPRESENTATIVE.
7. IF ANY DAMAGE OCCURS AS A RESULT OF THIS PROJECT, THE CONTRACTOR IS RESPONSIBLE FOR REPAIR AT HIS EXPENSE.
8. SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE THE "ENCROACHMENT PERMIT" WILL BE VALID. FOR YOUR DIG ALERT ID NUMBER, CALL UNDERGROUND SERVICE ALERT (TOLL FREE) AT 1-800-227-2600, TWO WORKING DAYS BEFORE YOU DIG.
9. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE PROJECT. SEE SECTION 01722 OF THE GENERAL REQUIREMENTS.
10. USE BEST MANAGEMENT PRACTICES (BMP) TO PREVENT AND CONTAIN ANY ILLEGAL DISCHARGES IN ACCORDANCE WITH CHAPTER 13.54 OF THE MUNICIPAL CODE AND THE TERMS OF NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM. THIS IS TO REMAIN IN EFFECT FOR THE ENTIRE DURATION OF PROJECT CONSTRUCTION UNTIL COMPLETION AND ACCEPTANCE BY THE CITY ENGINEER'S REPRESENTATIVE.
11. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL/DETOUR PLAN TO THE CITY ENGINEER'S REPRESENTATIVE FOR APPROVAL. ALL APPROVED CONSTRUCTION SIGNAGE SHALL BE IN PLACE PRIOR TO THE START OF WORK.
12. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF QUANTITIES BEFORE SUBMITTING HIS BID. ANY ITEM OR WORK REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE ITEMS OF WORK.
13. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ACCURATE "RECORD" DRAWINGS TO THE CITY UPON COMPLETION OF CONSTRUCTION.
14. PAVING WORK WITHIN TEN FEET OF ANY SHALLOW (1-1/2' OR LESS COVER) UNDERGROUND STRUCTURE OR UTILITY SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER'S REPRESENTATIVE.
15. ALL DELINEATORS, SIGNS, TRAFFIC CONES SHALL BE IN NEW CONDITION.
16. ALL UTILITY LINES, INCLUDING IRRIGATION AND STORM DRAIN LINES SHOWN ARE APPROXIMATE AND INTENDED FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY IF CONFLICTS ARISE. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR UTILITY CONFLICTS IF NOT FIELD LOCATED PRIOR TO START OF CONSTRUCTION.
17. THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.
18. ALL AGGREGATE BASE AND GRAVEL BACK FILL, WILL CONSIST OF CRUSHED AGGREGATE BASE (CAB), CRUSHED MISCELLANEOUS BASE, FINE MIX (CMB) OR CLASS 2 BASE (3/4" MAX.) @ 95% COMPACTION.

ACCURACY DISCLAIMER:

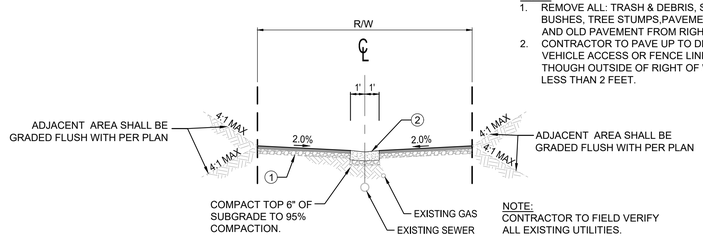
THESE DRAWINGS ARE NOT BASED ON A FIELD SURVEY. ALL BASE DRAWING INFORMATION WAS GENERATED FROM DATA INCLUDING GEOGRAPHIC INFORMATION SYSTEM (GIS) SHAPEFILES FOR STREET CENTERLINES, RIGHT-OF-WAY, PARCEL LINES, AND UNDERGROUND UTILITIES. BASE DRAWINGS WERE THEN AUGMENTED WITH AVAILABLE UTILITY RECORD DRAWINGS, TOGETHER WITH A DESKTOP (VIRTUAL) ASSESSMENT OF STREET IMPROVEMENTS, AND A FIELD RECONNAISSANCE. THERE IS NO GUARANTEE AS TO THE ACCURACY OF SAID DRAWINGS AND POTENTIAL INTERFERENCES THAT MAY IMPACT THE ALLEY PAVING IMPROVEMENT PROJECT. ONCE PROPOSED ALIGNMENTS HAVE BEEN DULY ESTABLISHED IN THE FIELD AND APPROVED BY A CITY REPRESENTATIVE, CONTRACTOR SHALL POTHOLE EACH AND EVERY POTENTIAL INTERFERENCE AND CONNECTION LOCATION TO CONFIRM EXTENT OF THEIR RESPECTIVE INFLUENCES.

ROADWAY AND BUILDING ALIGNMENTS AND ANY HORIZONTAL DEFLECTIONS ARE GENERALLY BASED ON OFFSETS FROM CENTERLINE. ANY SHOWN V-GUTTERS ARE APPROXIMATE AND MAY REQUIRE ADJUSTMENT DURING CONSTRUCTION.

ENGINEER'S NOTICE TO CONTRACTOR:

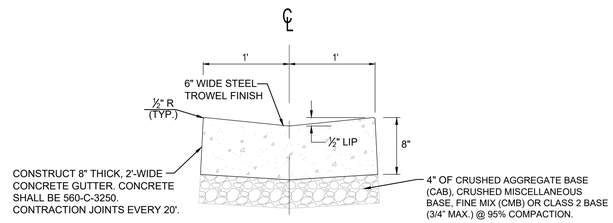
THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.

NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

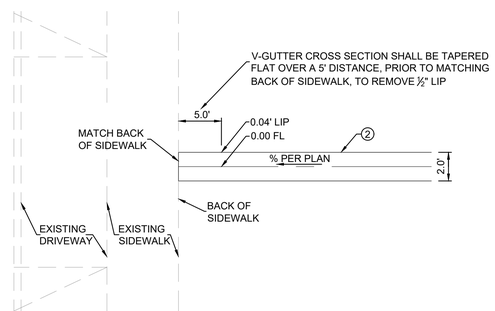


NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S



2 V-GUTTER DETAIL
N.T.S



3 V-GUTTER TRANSITION DETAIL
N.T.S

CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	40,490 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	2,880 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	8 EA
5	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	335 SF
7	ADJUST MANHOLE TO GRADE. CITY TO PROVIDE NEW MH FRAME AND COVER AS NEEDED.	7 EA
8	CONSTRUCT CONCRETE COLLAR	7 EA

REGISTERED PROFESSIONAL ENGINEER GOUTAM KUMAR DOBEY NO. C75646 CIVIL STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2024 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 211910

NOTES AND DETAILS

Designed by: EA
Date: 6/24
Checked by: GD
Date: 6/24
Drawn by: EA
Date: 6/24
Checked by: GD
Date: 6/24

Reviewed By: 6/28/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 6/28/24
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 2 of 5 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

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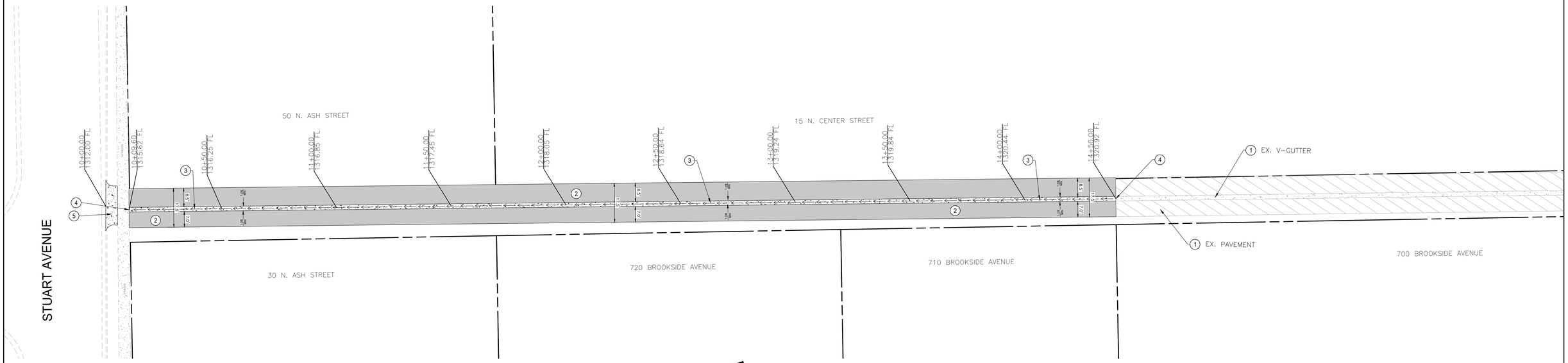


ALLEY 1
1"=20'

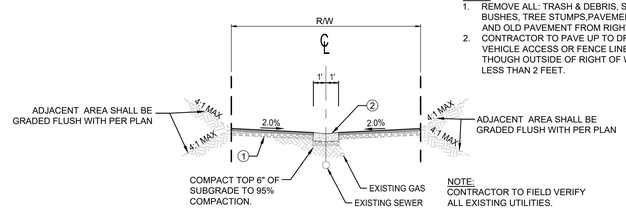
NORTH

LEGEND

- CONCRETE DRIVE WAY
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	6,460 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	435 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	2 EA
5	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	85 SF



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
NO. C75646
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2024 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 211910
ALLEY 1

Designed by: EA
Date: 6/24
Checked by: GD
Date: 6/24
Drawn by: EA
Date: 6/24
Checked by: GD
Date: 6/24

Reviewed By: 6/28/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 6/28/24
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 3 of 5 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

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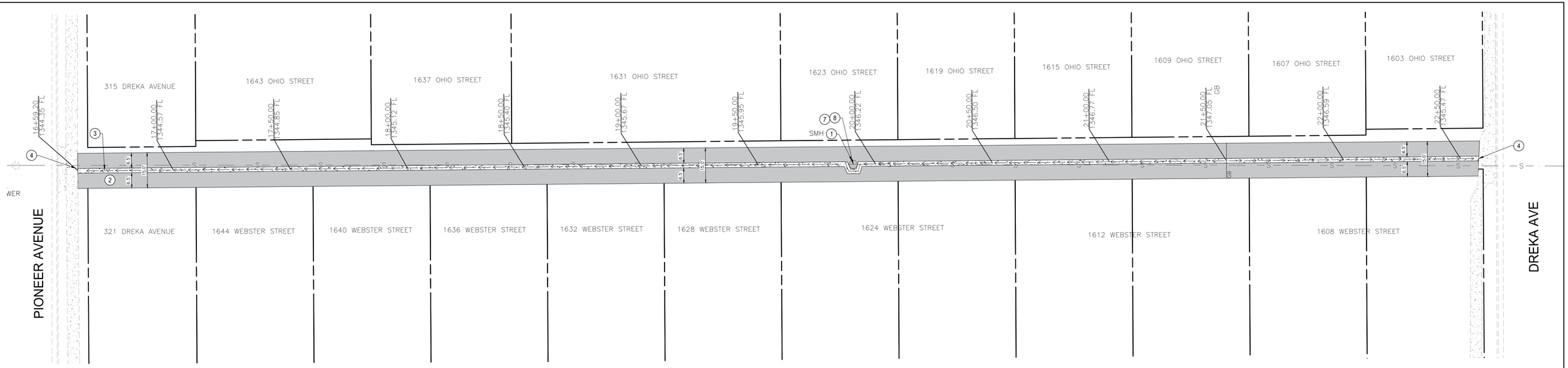
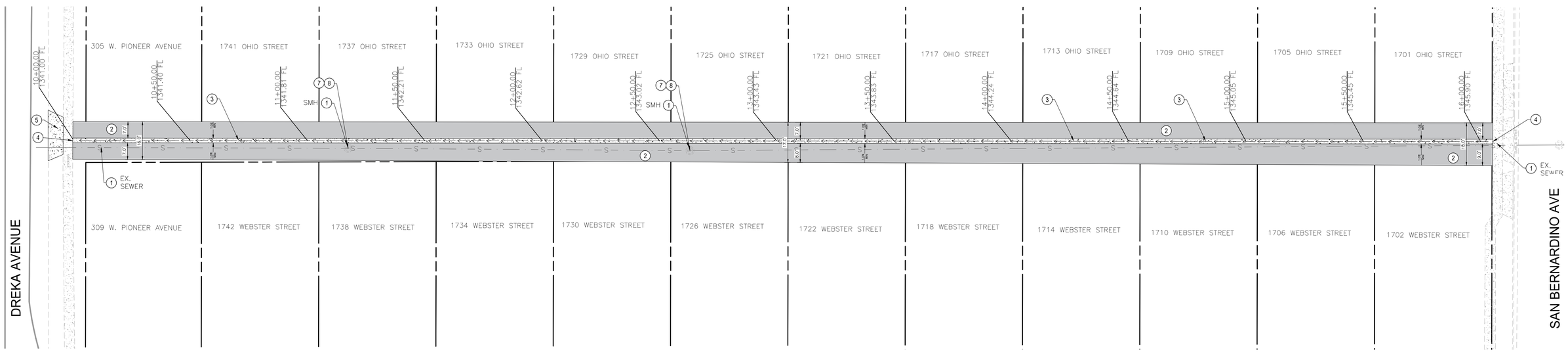


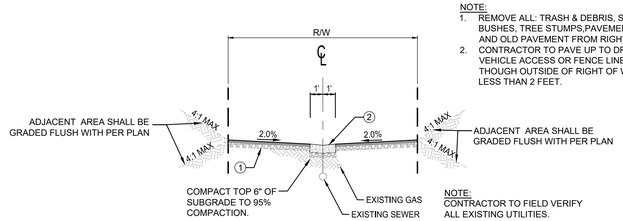
ALLEY 2
1"=20'
NORTH



ALLEY 3
1"=20'
NORTH

CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	16,920 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	1,220 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	3 EA
5	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	125 SF
7	ADJUST MANHOLE TO GRADE. CITY TO PROVIDE NEW MH FRAME AND COVER AS NEEDED.	3 EA
8	CONSTRUCT CONCRETE COLLAR	3 EA



NOTE:
1. REMOVE ALL: TRASH & DEBRIS, SHRUBS, BUSHES, TREE STUMPS,PAVEMENT GRINDINGS AND OLD PAVEMENT FROM RIGHT-OF-WAY
2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

LEGEND

- CONCRETE DRIVE WAY
- LIMITS OF AC PAVEMENT
- V-GUTTER
- RIGHT OF WAY/PROPERTY LINE
- GB — GRADE BREAK LINE
- R — RIDGE LINE

REGISTERED PROFESSIONAL ENGINEER GOUTAM KUMAR DOBEY NO. C75646 CIVIL STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2024 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 211910
ALLEY 2 & 3

Designed by: EA
Date: 6/24
Checked by: GD
Date: 6/24
Drawn by: EA
Date: 6/24
Checked by: GD
Date: 6/24

Reviewed By: 6/28/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 6/28/24
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 4 of 5 Sheets
Scale: Horiz. AS SHOWN
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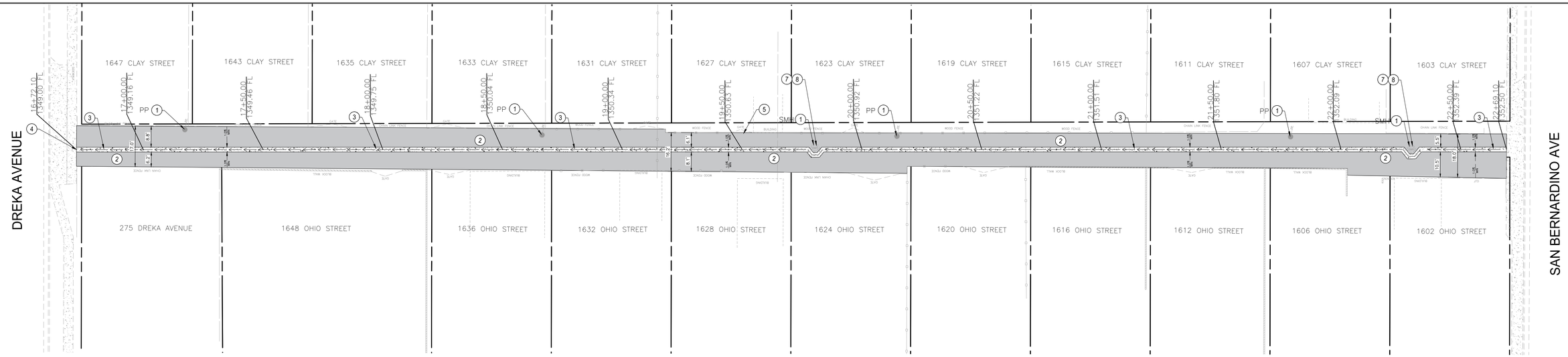
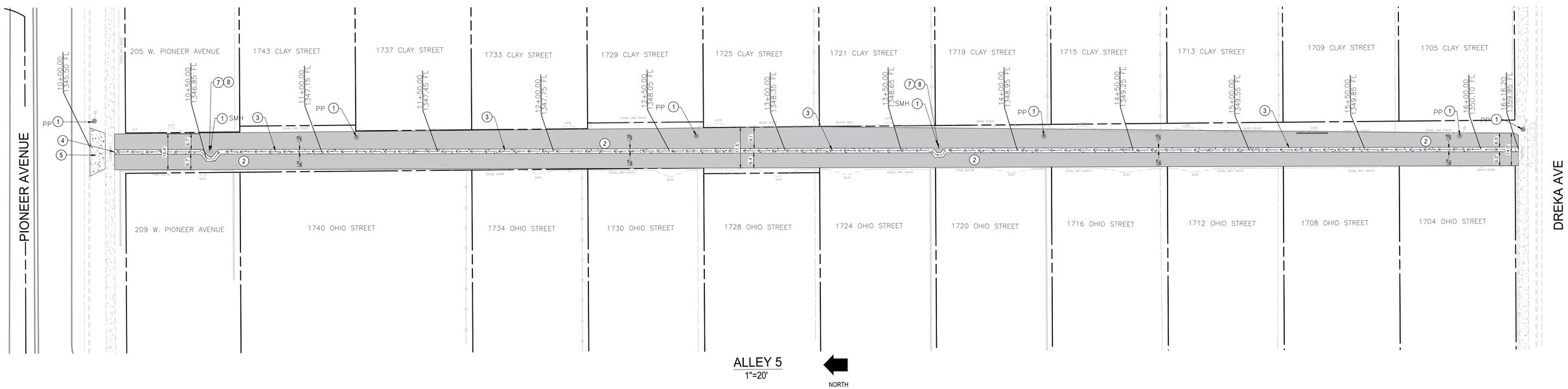
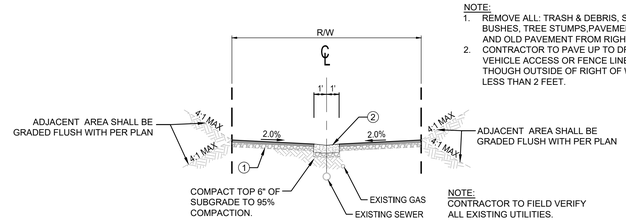




CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY
1	PROTECT ITEM IN PLACE	
2	CONSTRUCT 2.5" AC OVER 4" AGGREGATE BASE, COMPACT TOP 6" TO 95% COMPACTION.	17,110 SF
3	CONSTRUCT 2' WIDE V-GUTTER PER DETAIL ON SHEET 2.	1,225 LF
4	CONSTRUCT V-GUTTER TRANSITION PER DETAIL ON SHEET 2.	3 EA
5	REMOVE AND REPLACE DRIVEWAY, 6" THICK PCC (560-C-3250), COMPACT TOP 6" TO 95% COMPACTION.	125 SF
7	ADJUST MANHOLE TO GRADE. CITY TO PROVIDE NEW MH FRAME AND COVER AS NEEDED.	4 EA
8	CONSTRUCT CONCRETE COLLAR	4 EA



NOTE:
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2. CONTRACTOR TO PAVE UP TO DRIVEWAY/ VEHICLE ACCESS OR FENCE LINE EVEN THOUGH OUTSIDE OF RIGHT OF WAY, WHERE LESS THAN 2 FEET.

NOTE:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.

1 ALLEY TYPICAL SECTION
N.T.S

LEGEND

- CONCRETE DRIVE WAY
- LIMITS OF AC PAVEMENT
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- RIGHT OF WAY/PROPERTY LINE
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REGISTERED PROFESSIONAL ENGINEER GOUTAM KUMAR DOBEY NO. C75646 CIVIL STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

2024 ALLEY PAVING IMPROVEMENT PROJECT
PROJECT NO. 211910
ALLEY 4 & 5

Designed by: EA
Date: 6/24
Checked by: GD
Date: 6/24
Drawn by: EA
Date: 6/24
Checked by: GD
Date: 6/24

Reviewed By: 6/28/24
Gerard J. Nepomuceno, Civil Engineer, R.C.E. 93200
Approved By: 6/28/24
Goutam K. Dobey, City Engineer, R.C.E. 75646

Sheet 5 of 5 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

F-2452 ST

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CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

2024 Alley Paving Improvement Project
Project No. 211910

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

RECYCLED PAPER

JUNE 2024

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

2024 Alley Paving Improvement Project
Project No. 211910

For use in conjunction with specifications entitled: "Standard Specifications for Public Works Construction (Greenbook)" 2021 Edition; "Standard Plans for Public Works Construction" 2021 Edition; Municipal Utilities and Engineering Department's Water Systems Standard Specifications and Sanitary Sewer System Standard Specifications, latest editions; and General Permit Conditions and Trench Specifications.

City Council:
Eddie Tejeda, Mayor
Paul T. Barich, Mayor Pro Tem
Denise Davis, Councilmember
Jenna Guzman-Lowery, Councilmember
Mario Saucedo, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

City Staff:
Charles M. Duggan Jr., City Manager

JUNE 2024

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2024 Alley Paving Improvement Project
Project No. 211910

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NOTICE INVITING SEALED PROPOSALS (NIB)
For
2024 Alley Paving Improvements Project
Project No. 211910

NOTICE IS HEREBY GIVEN that the City Council of the City of Redlands invites all and will receive sealed Proposals (Bids) at the office of the City Clerk, City of Redlands, 35 Cajon Street, Suite 4, Redlands, CA 92373, on **July 30th, 2024**, up to the hour of **2:00 p.m.,** at which time they will be opened and publicly read. Bids shall be marked: **BID FOR: 2024 Alley Paving Improvements Project, Project No. 211910.**

The City Council of the City of Redlands reserves the right to reject any and all Bids, to waive any irregularity, and award contracts in the best interests of the City.

The City of Redlands utilizes PlanetBids, a web-based bid management service to manage request for bids. PlanetBids does not charge a fee to access and view current project 'Request for Bids"; however, they require potential contractors, subcontractors and suppliers to provide contact information in order to download files, receive addendum notifications and to receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at http://www.cityofredlands.org/RFP.

Proposals (Bids) shall be executed on the separately bound forms included within the "Bid Submittal Package" in accordance with the instructions contained therein.

Bid security, in the form of a cashier's check, a certified check made to the order of the City of Redlands, or a Bidder's Bond, and in an amount not less than ten percent (10%) of the amount of the Bid is required to be submitted with each Bid. Said check or bond shall be given as a guarantee that the bidder will enter into contract with the City of Redlands if awarded the work, and will be declared forfeited if the selected bidder fails to enter into contract within fourteen (14) days after Notice of Award.

The Bidder to whom award is made will be required to furnish a Labor and Material Bond and a Faithful Performance Bond each in an amount of 100% of the Bid amount, from surety company satisfactory to the City of Redlands.

Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

Pursuant to provisions of Section 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance of the work.

Pursuant to the provisions of Section 3300 of the California Public Contract Code, Bidders shall be licensed as "Class A" and provide their California State Contractor's License numbers to the City. In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All terms and conditions contained in the Contract Documents including the Instructions to Bidders shall become a part of the Contract. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of Bid Opening.

All questions related to this project shall be directed to Elva Arellanes, Project Manager, at 909-798-7584 Ext 9. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any products be considered for approval prior to award of the Contract. Changes, if any, will be made by addendum prior to opening of Bids.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA.

City Clerk, City of Redlands
San Bernardino County, California

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
2024 Alley Paving Improvement Project
Project No. 211910

Bids to receive consideration shall be made in accordance with the following instructions:

1. PROPOSALS:

a. Bids shall be made upon the form of proposal furnished by the City. All Bids shall be properly executed with all items filled in; the signatures of all persons signing shall be in longhand. If the unit price and the total amount named by a Bidder for any item are not in agreement, the unit price shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the sum of the individual bid item's and the total amount named by a Bidder are not in agreement, the sum of the bid item's shall be considered as representing the Bidder's intention, and the totals may be corrected by the Engineer to conform thereto. If the total price written in words and the total price written in figures are not in agreement, then the total price written in words will be considered as representing the Bidder's intention, and the totals will be corrected by the Engineer to conform thereto.

b. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete Bids, erasures, or irregularities of any kind. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

c. Bids shall be accompanied by a cashier's or a certified check or Bidder's admitted corporate surety bond, in an amount not less than ten percent (10%) of the bid, made payable to the City of Redlands. Said check or bond shall be given as a guarantee that the Bidder will enter into a contract if awarded the work. In the case of refusal or failure to enter into said Contract, within fourteen (14) days after Notice of Award by the City in writing, the security shall be applied by the City to the difference between such bid and next lowest acceptable bid and surplus, if any, shall be returned to Bidder if cash or check is used, or to Surety if bid bond is used.

d. Before submitting a bid, Bidders shall carefully examine the Plans; read the Specifications; read all other Contract documents; shall visit the site of the work; shall fully inform themselves as to all existing conditions and limitations; and include in the bid a sum to cover the cost of all items included in the Contract. No allowance will be made due to lack of examination or knowledge. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered as to character, quality and scope of work to be performed; the quantities of materials to be furnished; and as to the requirements of the Bid Proposal, plans and specifications.

e. Pursuant to CA Labor Code Section 1770 et seq., the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at http://www.dir.ca.gov/OPRL/PWD/. Copies of the prevailing wage determination are also on file at the City of Redlands and shall be made available to any interested party upon request.

f. The bid must be submitted on or before the date and time specified in the Notice Inviting Sealed Proposals (Bids). The bid shall be submitted in a sealed envelope marked in the lower left corner as follows:

BID FOR: 2024 Alley Paving Improvement Project,
Project No. 211910

g. Bids will be opened and publicly read aloud at the time set in the Notice Inviting Sealed Proposals (Bids), in the Office of the City Clerk, Civic Center, 35 Cajon Street, Suite 4, Redlands, California.

2. AGREEMENT AND BONDS:

The form of Contract which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents (CD) of these specifications and should be carefully examined by the Bidder. The Agreement, admitted Corporate Surety Bonds and other documents to be executed by the Contractor shall be executed in original-duplicates stamped according to law, one of which original-duplicates shall be filed with the City Clerk of the City of Redlands. The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a faithful performance bond and a labor and material bond, each in an amount equal to one hundred percent (100%) of the Contract price. Said bonds shall provide that if the Contractor or their Subcontractor fails to pay for any materials, provision, provender or other supplies or items used in, upon, for or about the performance of the work contracted to be done, or for any work of labor thereon of any kind, or for amounts due under the Unemployment Insurance Act or Workman's Compensation, with respect to such work or labor, that the surety or sureties will pay for the same. The amount shall not exceed the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee to be fixed by the court. All bonds shall be secured from surety companies satisfactory to the City of Redlands and whose name is on file with the County Clerk of San Bernardino County, as an approved and financially sound surety company authorized to transact business in this state.

3. WITHDRAWAL OF BIDS:

a. Any Bidder may withdraw his Bid, only by written request, at any time prior to the scheduled time for Bid Opening.

b. No Bidder may withdraw his Bid for a period of sixty (60) days after the time of Bid Opening except as allowed by the California Public Contract Code.

4. INSURANCE AND HOLD HARMLESS REQUIREMENTS:

Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Insurance Requirements as follows:

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5. LICENSES AND PERMITS:

No bid will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Division III, Chapter 9 of the Business and Professions Code of the State of California.

The Contractor shall, at the time of bid opening, possess a valid "Class A" Contractor's license, and provide its California State Contractor's License number to the City.

All subcontractors listed at the time of bid opening shall possess a valid Contractor's license for the work in which they are specified to complete within the Bid Submittal Package.

The Contractor shall, prior to Notice to Proceed, procure all other permits and licenses as stipulated in the GENERAL CONDITIONS.

In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015 or awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors shall submit proof of registration status with their bid submission to the City of Redlands. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

6. SUBSTITUTION OF SECURITIES:

In accordance with applicable provisions of State law, the Contractor will be permitted to substitute qualified securities in lieu of retention of withheld progress payments by the Owner.

7. SUBCONTRACTORS:

Pursuant to Section 4105 of the California Public Contract Code, the bidder may not circumvent the requirement to list subcontractors by the device of listing one subcontractor, who in turn sublets portions constituting a majority of the work covered by the contract.

A. Pursuant to California Government Code section 4106, subcontractors who will perform work or labor or render services in an amount in excess of one-half of one percent of the Contractor's total bid shall be set forth in a list of subcontractors within the bid documents. Such list shall be accompanied by an experienced statement with pertinent information regarding similar projects and other evidence of qualifications for each such subcontractor, supplier, individual, or entity if requested by City. If City or engineer, after doing an investigation, has reasonable objection to any proposed subcontractor, supplier, individual, or entity, City may, before the notice of award is given, request the apparent successful bidder to submit a substitute, without an increase in the bid.

B. If the apparent successful bidder declines to make any such substitution, City may award the contract to the next lowest bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities declining to make the request and substitutions will not constitute grounds for forfeiture of the bid security of any bidder. Any subcontractor, supplier, individual or entity so listed and against which City makes no written objection prior to the giving of the notice of award will be deemed acceptable by City subject to verification of such assessments after the effective date of the agreement as provided herein.

8. NON DEBARRED CONTRACTORS AND SUBCONTRACTORS

The Contractor and all of its subcontractors shall, at the time of bid opening and for performance of this public works contract, be non-debarred contractors and not be ineligible Contractors pursuant to Public Contract Code section 6109 and Labor Code sections 1777.1 and 1777.7.

9. LABOR LAW REQUIREMENTS

Prior to the start of construction, the Contractor and each subcontractor shall submit to the

City an executed Checklist of Labor Law Requirements, included within Appendix A, certifying that each Contractor and Subcontractor will comply with the foregoing Labor Law requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

By submitting a bid, the prime contractor and subcontractors involved in this project assure that they intend to comply with the labor law requirements noted within Appendix A, fully understanding that failure to comply may subject them to penalties as noted.

10. BID PROTEST PROCEDURES

Any bid protest must be in writing and received by the City Clerk's Office at 35 Cajon Street, Suite 4, Redlands, CA 92373, before 5:00 p.m. no later than two working days following the bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

10.1 General. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by City, the protesting bidder must submit a non-refundable fee in the amount specified by City, based upon City's reasonable costs to administer the bid protest. Any such fee must be submitted to City no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "working day" means a day that City is open for normal business, and excludes weekends and holidays as observed by the City.

10.2 Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.

10.3 Copy to Protested Bidder. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending on the outcome of the protest.

10.4 Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by the City Clerk's Office before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.

10.5 Copy of Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

10.6 Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of a bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

10.7 Right to Award. The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Contract notwithstanding any pending or continuing challenge to its determination.

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA herein called the "City".

Pursuant to and in compliance with your Notice Inviting Bids, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, and with the plans thereto, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete in a workmanlike manner, all of the work covered by the contract in connection with the City's Project identified as

2024 Alley Paving Improvement Project
Project No. 211910

NOTE: Bidders must bid each item in this schedule. All entries in the entire PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

BID SCHEDULE

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
1	Mobilization (Maximum 5% of Total Bid Schedule Price)	LUMP SUM	N/A	$_____
2	Erosion Control	LUMP SUM	N/A	$_____
3	Survey (Construction Stake)	LUMP SUM	N/A	$_____
4	Removal of all trash and debris, shrubs, bushes, tree stumps, existing pavement, pavement grindings from right away	LUMP SUM	N/A	$_____
5	Construct 2.5" AC Over 4" Aggregate Base, Compact Top 6" to 95% Compaction	40,490 SF	$_____/SF	$_____
6	Construct 2' Wide V-Gutter	2,880 LF	$_____/LF	$_____

BID SCHEDULE (CONTINUED)

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
7	Construct V-Gutter Transition	8 EA	$_____/EA	$_____
8	Remove and Replace Driveway, 6" Thick PCC (560-C-3250), Compact Top 6" to 95% Compaction	335 SF	$_____/SF	$_____
9	Adjust Manhole to Grade. City to Provide New MH Frame and Cover as Needed.	7 EA	$_____/EA	$_____
10	Construct New Concrete Collar	7 EA	$_____/EA	$_____
11	Demobilization	LUMP SUM	N/A	$_____
			TOTAL BID SCHEDULE PRICE	**$_____**

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

BID SCHEDULE TOTAL PRICE: **$**_____

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: _____

_____

_____

* Provision is made here for the Bidder to include an addition or deduction in its bid, if it wishes, to reflect any last-minute adjustments in prices. The addition or deduction, if made, will be proportionately applied to the Progress Payments total for the respective item in the Schedule of Prices, the amount being added or deducted for each monthly payment. The unit prices entered in the Schedule of Prices will not be affected.

LOW BID DETERMINATION:

The low bid will be determined pursuant to Public Contract Code Section 20103.8 as the lowest bid price on the Bid Schedule Total Price on page BD 11. A responsible bidder who submits the lowest bid as determined by the above method shall be awarded the contract, if it is awarded, by the City Council of the City of Redlands.

ADDENDA

Receipt of the following addenda is hereby acknowledged and the same is included in the Bid Price:

Addendum #1_____ (initials) Addendum #2_____ (initials) Addendum #3_____ (initials)

Addendum #4_____ (initials) Addendum #5_____ (initials) Addendum #6_____ (initials)

ATTEST: (if Corporation)

(Corporation Seal)

_____	_____
Company Name	Signature
_____	_____
Address	Name
_____	_____
City, State, Zip	Title

BID CERTIFICATION

The undersigned certifies that they are familiar with the various State and local laws affecting labor, length of working days, employer's liabilities, Sunday work, alien labor, domestic materials, Subcontractors, etc.

It is understood and agreed that the work under the contract will be commenced by the undersigned Bidder, if awarded the contract, within ten (10) calendar days from the date in the Notice to Proceed and will be completed by the Contractor in the time set forth in the **CONTRACT**.

Enclosed find Bidders bond or certified or cashier's check No. _____ on the _____ Bank, in the amount of _____ _____ which is not less than ten percent (10%) of the Bid submitted by the undersigned, made payable to the City of Redlands, California and which is given as a guarantee that the Bidder agrees that in case of their default in executing said contract with necessary bonds, the bond or check accompanying this Bid and the money made payable shall become and remain the property of the City of Redlands.

It is understood and agreed that the City of Redlands has the right to waive defects or irregularities and to accept or reject any or all Bids. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of the Bid Opening except as allowed by the California Public Contract Code.

The following information, required by State law under penalty of perjury, is true and correct. Failure to complete this information renders the bid non-responsive, and the bid must be rejected.

_____	_____
Company Name	Signature
_____	_____
Address	Signatory's Title
_____	_____
City, State, Zip	State License Number and Class
_____	_____
Telephone Number	License Expiration Date

Dated this _____ day of _____, 20___.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the Project No. 211910.

NOW, THEREFORE, if said Principal is awarded a contract by said City and, within the time and in the manner required under the heading "Instructions to Bidders" bound with said Specifications, enters into a written contract on the form of agreement bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials; then this obligations shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and Judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____.

_____**(SEAL)**
(Principal)

By:_____
(Signature)

_____**(SEAL)**
(Surety)

By:_____
(Signature)

Address:_____

_____

Telephone (___)_____

(Seal and Notarial Acknowledgment of Surety)

STATEMENT BY BIDDER
NON-COLLUSION AFFIDAVIT

STATE OF)
) ss
COUNTY OF)

_____, being first duly sworn, deposes and says that

he is
(Sole Owner, a Partner, President, Secretary, etc.)

of
(Contractor)

the party making the foregoing bid on Project No. 211910 that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or of any other Bidder or to fix any overhead, profit, or cost element of the bid price or of that of another bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that the Bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By: _____ Title: _____

Subscribed and sworn to before me this _____ day of _____, 20___.

Signature of Officer Administering Oath
(Notary Public)

STATEMENT BY BIDDER
OFFICERS OF CORPORATION (Members of Firm)

The names of all persons interested in the foregoing proposals as principals, are as follows: (IMPORTANT NOTICE - if Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full).

_____ _____

_____ _____

_____ _____

Licensed in accordance with an act providing for the Registration of Contractors, License

No. _____.

Signature of Bidder _____ Dated_____

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer(s) authorized to sign contracts on behalf of the corporation; if Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership, and if the Bidder is an individual, that signature shall be placed above.

STATEMENT BY BIDDER
SUB-CONTRACTORS LIST

Bidder supplies the following information for any Subcontractor who will perform work or labor or render services to the prime contractor, etc. to be used on Project No. 211910, all in accordance with Section 4104 of the California Public Contract Code.

LICENSED SUBCONTRACTOR'S NAME AND BUSINESS ADDRESS	LICENSE #	SPECIFIC DESCRIPTION OF SUBCONTRACT & BID ITEM #	% OF BID ITEM TO BE PERFORMED

STATEMENT BY BIDDER
QUALIFICATION AND EXPERIENCE STATEMENT

The following outline is a record of the undersigned Bidder's experience in construction of three (3) projects of a type similar in magnitude and character to that contemplated under Project No. 211910 within the past two years. Include the location of each project as well as the name, address, and phone number of the owner, and name of individual to contact.

Subcontractors performing in excess of one half of one percent of the prime Contractor's total bid, or in the construction of streets or highways, one half of one percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater shall provide a similar outline. Additional pages outlining this portion of the Bid may be attached. Failure to provide this statement may result in rejection of the bid by the City of Redlands.

1. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

2. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

3. Owner's Name: _____

   Contact Person: _____ Phone: (___) _____

   Address of Owner: _____

   Project Description: _____

   _____

   Amount of Contract: _____ Completion Date: _____

STATEMENT BY BIDDER
GENERAL INFORMATION

1. Bidder's Mailing Address _____

   _____

2. Number of years engaged in the contracting business under your present firm or trade name:

   _____

3. Have you ever failed to complete any work awarded to you? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

4. Have you ever defaulted on a contract? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

5. Have you ever been a party to a lawsuit or gone to arbitration during the last 5 years? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

6. Has any Stop Notice been filed against you during the last 5 years? (Yes or No) ___. If yes, provide details in the space provided in Item 10.

7. Has your contractor's license ever been suspended, revoked, or subject to disciplinary action? (Yes or No) _____. If yes, provide details in the space provided in Item 10.

8. Contracts currently on hand:

Agency Name	Amount of Contract	Start Date	Completion Date

9. Enter the name of person(s) who inspected the site of the proposed work for your firm and the date of said site inspection.

   Name:_____ Date:_____

10. In the space provided, the Bidder shall provide details concerning any "Yes" answers provided in this "General Information" section. Details shall include, but not be limited to, the nature of dispute, name of the agency involved and the final outcome. If requested by the City, the Bidder shall supply additional information, sufficiently detailed, to permit evaluation of the Bidder's ability to perform the work.

Question Number	Details

CONTRACT DOCUMENTS
(CD)

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PUBLIC WORKS CONSTRUCTION CONTRACT

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this ___ day of _____, 2024, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and _____ (hereinafter "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:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: **2024 Alley Paving Improvement Project**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **2024 Alley Paving Improvement Project, Project No. 211910** (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of _____ dollars ($_____) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within Forty Five (45) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of Five Hundred dollars/cents ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that Five Hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public

Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
2024 Alley Paving Improvement Project
Project No. 211910

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.

Dated this _____ day of _____, 2024.

_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement dated _____, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as **2024 Alley Paving Improvement Project, Project No. 211910** and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2024.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated _____, 2024, and identified as **2024 Alley Paving Improvement Project, Project No. 211910** 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 _____ dollars ($_____) 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 _____, 2024.

(SEAL)

_____

(Contractor)

_____

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____

(Surety)

BY: _____

(Signature)

Address:_____

_____

Telephone: ( )_____

GENERAL CONDITIONS
(GC)

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GENERAL CONDITIONS

The Standard Specifications for Public Works Constructions, 2021 Edition (Greenbook), together with supplements as published by Building News, Inc., are modified herein and comprise the Standard Specifications. For convenience, the section and subsection numbering system used in these modifications correspond to those used in the Greenbook. Unless specifically deleted or modified herein, all requirements of the Greenbook shall prevail.

SECTION 1 – GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Agency - *Amend as follows:*
"The legal entity (City) for which the Work is being performed."

Bidder - *Amend as follows:*
"Any individual, firm, partnership, corporation, or combination thereof, licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, submitting a Bid for the Work, acting directly or through a duly authorized representative."

City. The City of Redlands, San Bernardino County, California, being the legal entity for which the Work is being performed. Also referred to as Agency or Owner.

City Council. The City Council of the City of Redlands, San Bernardino County, California, being the body authorizing entrance into legal agreements and allowing work in public right-of-way or on public property controlled by the City of Redlands. Also referred to as Board.

Engineer - *Amend as follows:*
"The City Engineer of the Agency, or other person designated by the City Engineer, acting either directly or through authorized agents."

Fabricated. An item specifically assembled or made out of selected materials to meet individual design requirements.

Guarantee. See Warranty.

Laboratory. The designated laboratory authorized by the City of Redlands to test materials and work involved in the Contract.

Manufactured. A standard mass-produced unit or item meeting design requirements.

Owner. The City of Redlands, San Bernardino County, California.

Pavement. The uppermost layer of material placed on the traveled way or shoulder. Also referred to as surfacing.

Rain Day. A scheduled working day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to adverse weather-related conditions that cause the Contractor to dismiss the crew.

Street - *Delete and replace with the following:*
"Any road, highway, parkway, freeway, avenue, street, lane, alley, crossing, intersection, court, place, circle, walk, way, or any public right-of-way within the jurisdiction of the Agency."

Surety - *Delete and replace with the following:*
"An admitted corporate surety as listed by the United States Department of Treasury and duly licensed to conduct business in the State of California and County of San Bernardino and acceptable to the City of Redlands, bound with and for the Contractor for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred."

Warranty. An extended insurance by the Contractor, of any product or item of work installed as a part of this project for replacement and/or repair for the time period specified, including but not limited to, all parts, labor, materials, tools, equipment costs, etc. necessary for the product or item of work to be in proper and acceptable working condition after completion of the project. For the purposes of this Contract, the period of coverage shall begin on the date of the Notice of Completion filed by the Owner.

Working Hours. Unless specified otherwise, working hours shall be from 7:00 AM to 4:00 PM, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays, as shown on the current year Construction Schedule, are excluded unless authorized by the City.

1-7.2 CONTRACT BONDS. - *Add the following sentence to paragraph 1:*
The warranty provisions set forth in Section 7-18 shall be secured by the Contract Performance Bond required under this section and said Bond shall remain in full force and effect for a period of one year from the date of completion as specified in the Notice of Completion.

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS. - *Amend the following:*

Amend the first sentence of paragraph 1 as follows:
"The Contractor will obtain all permits necessary to perform the work in streets, highways, railways or other rights-of-way."

Add the following sentence between the first and second sentences of paragraph 1:
For all work within Caltrans right-of-way, the Contractor shall obtain their own Caltrans Encroachment Permit and pay all necessary permit and inspection fees as required by Caltrans.

Add the following paragraph:
The Contractor shall, prior to the start of work, procure all permits and licenses, including but not limited to, a City Business License for itself, subcontractors, and all parties performing actions associated with this contract within the City of Redlands, City Truck Route Permit, City Street/Lane Closure Permit, City Encroachment Permit, USA Verification Number, DOSH Excavation Permit, other permits required by agencies and/or utilities having jurisdiction on the work, pay all charges and fees required by the City, other agencies and utilities, and give all notices necessary and incidental to the due and lawful prosecution of the work. All City permits associated with this project are no fee to the Contractor.

SECTION 3 - CONTROL OF THE WORK

3-7 CONTRACT DOCUMENTS.

3-7.1 General. – *Add the following paragraphs:*
Contractor's working drawings or plans for any structure not included in the plans shall be approved by the Engineer before any work is performed. It is mutually agreed that approval by the Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of their working plans with the approved plans and specifications.

Finished surfaces in all cases shall conform with the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans will be determined by the Engineer and approved in writing. In the event of a discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

Should it appear that the work to be done or any matter thereto is not sufficiently detailed or explained by the plans and specification, the Contractor shall apply to the Engineer for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the Contract so far as may be consistent with the intent of the original plans and specifications.

3-7.1.1 Preconstruction Meeting. The Contractor to whom the contract is awarded, and all his major subcontractors, shall attend a pre-construction meeting. The time and location of said meeting will be set by the City. Contractor will be given adequate notice of such meeting. It shall be the Contractor's responsibility to notify his subcontractors of the time and location of the meeting. All submittals as required under the General Requirements shall be submitted by the Contractor at the time of the meeting.

The Contractor will be provided with an electronic (.PDF file) of the conformed plans and specifications for their use throughout the project. Contractor is responsible for all costs of reproduction.

Progress meetings will be scheduled by the City. The Contractor will be given at least five working days notice of the time and location of said meetings. The Contractor has the responsibility of notifying his subcontractors, suppliers, and fabricators of the time and location of said meetings. Meetings will be held either at the job site, at the offices of the City of Redlands, or at any other

location approved by the City. The Contractor may request, in writing, that a meeting be held. The City will schedule a meeting at the Contractor's request not more than five working days after receiving said written notice.

3-7.2 Precedence of Contract Documents. – *Replace paragraph 2 with the following:*
The precedence shall be (A. being highest, O. being lowest):

A. Permits from other Agencies as may be required by law.
B. Change Orders.
C. Contract.
D. Addenda.
E. Bid Schedule/Proposal.
F. General Requirements.
G. Technical Specifications.
H. Plans.
I. MUED General Permit Conditions and Trench Specifications.
J. City of Redlands Water & Sewer Systems Standard Specifications.
K. General Conditions.
L. City of Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements and all Supplements
M. Standard Specifications for Public Works Construction (SSPWC), 2018 Edition
N. Standard Plans for Public Works Construction, 2012 Edition
O. Reference Specifications.

3-8.7 Record Drawings. The Contractor shall maintain at the job site, a set of record drawings for the work showing: exact location information of all existing underground utilities encountered, final locations determined in the field, any deviations from the plans and specifications and new work performed within the work area; and all differences between the work as drawn and as installed for all concealed work as well as work added which is not shown on the drawings. Concealed work shall mean all work installed underground or in an area which cannot be readily inspected by use of access panels, inspection plates or other removable features. When vacuum excavation (potholing) services are required, contractor to provide report that identifies depth and alignment of underground utilities.

These record drawings shall be kept current and legible, and shall be available for inspection at all times by the Engineer, Architect and Contractor. All information, changes in the work or work added on these record drawings shall be marked in red. All markings shall use the same legends that are used on the drawings. Indicate locations by exact dimensions and elevations. Give dimensions and elevations from a permanent reference point and prepare all changes to scale.

At the end of construction, the contractor shall prepare one set of marked-up prints of the record drawings indicating any and all revisions and changes to the drawings reflecting As-Built conditions. The drawings shall also contain a listing of all subcontractors who worked on the construction project. The As-Built drawings will be submitted to the Municipal Utilities and Engineering Department for review and approval by the City Inspector and Engineer.
The design engineer or City staff shall prepare the final As-Built drawings for record purposes in one of the following two ways: (1) Check out the original drawings from the City and manually revise the

drawings to reflect the As-Built condition; or (2) Re-plot the original drawings electronically on 4 mil mylars and make revisions electronically to reflect the As-Built conditions. The final As-Built drawings will be reviewed and approved by the City Inspector and Engineer

The construction related bonds will not be released by the City until the As-Built drawings are accepted by the Engineer and all City stipulated conditions for the release of the bonds have been satisfied.

3-10 SURVEYING.

3-10.3 Line and Grade. - *Add the following sentences to paragraph 1:*
All distances and measurements shown are and will be made in a horizontal plane. Construction line and grade staking shall be set at maximum intervals of 25 feet when the grade is 0.50 percent or greater. Construction line and grade staking shall be set at maximum intervals of 12 feet when the grade is less than 0.50 percent.

3-10.4 Permanent Survey Markers.
The Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Profession Code shall be hired as a subcontractor or employed by the Contractor.

3-10.5 Survey Service.
Contractor shall be responsible for: furnishing all surveying and staking, horizontal and vertical, as shown on the plans and in accordance with the specifications; furnishing all staking for sub-grade and base course grades per typical sections; replacing any existing monuments and ties which have been destroyed by construction; identifying, locating and tying out all monuments and ties necessary within the work area; and shall reinstall all disturbed monuments and ties, supplying the Engineer with copies of monument and tie sheets recorded with the County Surveyor in accordance with applicable State law. Monuments shall be approved by the Engineer.

Surveying and staking shall be done by a Registered (licensed) Land Surveyor or Registered Civil Engineer authorized to practice land surveying in accordance with all provisions of Section 8771 of the Business and Professions Code.

Unless otherwise specified, stakes will be set and stationed by the Contractor's surveyor for curbs, headers, sewers, storm drains, structures, rough grade and all other staking necessary for the construction of the work. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet to be supplied to the Engineer. The Contractor shall dig all holes necessary for line and grade stakes.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.2 Acceptance. - *Add the following paragraphs:*
The Contractor shall submit written assertion that the work has been completed prior to the Engineer making final inspection. The Engineer will have 48 hours to inspect the work. If the Engineer determines that the work is not complete, written notice will be given.

Until final acceptance of work by the Engineer, the Contractor shall have charge and care thereof from damage caused by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

All work which has been rejected shall be remedied or removed and replaced by the Contractor at their expense with work conforming to the plans and specifications. Any defective material or workmanship which may be discovered before final acceptance or within one year from the date of final acceptance shall be immediately corrected by the Contractor at their expense, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver a complete, operational project that complies in all details with these specifications, at the time of final acceptance.

Any omission or failure on the part of the City to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed as acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The City will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the City is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

Nothing in this section shall be construed to limit the rights of the City to immediately correct conditions which are unsafe or which pose a public health nuisance. Should said corrections later be found to be caused by defective material and/or workmanship, the Contractor and their surety shall reimburse the City for costs reasonably incurred while attending the situation.

In the event it is necessary for the City to file suit to enforce any liability of the Contractor pursuant to this Section, the City shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees including reasonable attorneys' fees incurred by the City in successfully enforcing the Contractor's obligation, all to be taxed as costs and included in any judgment rendered.

3-13.3 Warranty. - *Amend the following:*

Amend the first sentence of the paragraph 3:
"The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence from the date of the final acceptance, except where longer warranty periods are specified."

Add the following paragraphs:
All start-up and testing shall be complete, approved and accepted before final acceptance, substantial completion, or beneficial occupancy.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the specifications or by law. The remedies provided herein shall not be exclusive and the City shall be entitled to any and all remedies provided by law.

3-14 INSPECTION.

The Contractor shall notify the Engineer at least 24 hours in advance before inspection is required. Whenever the Contractor varies the period during which work is carried on each day, due notice shall be given to the Engineer so that proper inspection may be provided. Varied working hours may be allowed only upon written authorization from the Engineer.

Work financed in whole or in part with funds from another public entity or performed within the jurisdiction of another public entity shall be subject to inspection at all times by authorized representatives of that entity.

The work shall be ready for inspection, whether by City, other public entities or independent testing laboratories, at the scheduled times arranged by the Contractor. If, in the City's sole judgment, the work is not ready and the inspection must be rescheduled, the Contractor shall be notified. The Contractor shall reschedule the inspection and provide the proper 24 hour notification for the rescheduled inspection. Any costs incurred by the City for rescheduled inspections shall be reimbursed prior to the release of Bonds.

In order to allow for inspection, the Contractor shall notify the City's inspector sufficiently in advance of the permanent concealment of any materials or work. The City's inspector shall make the appropriate notifications to other public entities and independent testing laboratories for inspections. All inspections required in the specifications for this project shall be coordinated through the City's inspector.

If any work is concealed or performed without the prior notice specified, the work shall be subject to such tests or exposure as may be necessary to prove to the City, Architect and Engineer, that the materials used and the work performed are in conformity with the drawings and specifications. All labor, tools, materials and equipment necessary for exposing and testing shall be furnished by the Contractor at their expense. The Contractor shall replace at their expense, any materials or work damaged by exposure or testing.

Overtime inspection may be requested by the Contractor. Overtime inspection includes but is not limited to, any hours worked outside of the inspector's normal working hours including weekends and holidays. Such requests shall be on a case-by-case basis as determined by the Engineer. If the Engineer so determines and approves, overtime inspection shall be paid for by the Contractor at the current City billing rate at the time of request or as billed by other public entities or independent testing laboratories. Any costs incurred by the City for overtime inspection shall be reimbursed prior to the release of Bonds.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL. - *Delete and replace with the following:*

Should any work performed or material furnished under the Contract prove defective or not in accordance with the Plans and Specifications and in the opinion of the Engineer such defect is not of sufficient magnitude or importance to make the work dangerous or unusable, or if the removal of such work is impracticable or will create dangerous or undesirable conditions, the Engineer at his discretion shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefore in the payment due the Contractor as may be just and reasonable.

4-1.1 Warranty of Title. No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials supplied and equipment installed and incorporated in the work and agrees, upon completion of all work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon, provided that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this article, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the Owner.

4-1.2 Clayton Act. In submitting a bid to the City, if the bid is accepted the Contractor agrees it will assign to the City 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 Division 7 of the Business and Professionals Code), arising from purchases of goods, materials, or services by the Bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITES

5-1.1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

A noise level limit of 86 dbA at a distance of 15 m (50 feet) shall apply to all construction equipment on or related to the work whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

5-1.2 General.
The enclosed toilets required by this section shall be located within an approved yard, if one is acquired by the Contractor. If a yard is not acquired by the Contractor or the project is not within a

City owned property, the toilets must be installed on a trailer and removed from the jobsite each day. At no times shall toilets be stored within the public right of way outside of working hours.

5-3 LABOR. - *Amend the following:*

5-3.1 General. - *Add the following paragraphs:*
Employment of apprentices are required on projects of $30,000 or more. Provisions in Sections 1777.5 of the California Labor Code fixes responsibility of compliance with that section for all apprenticeable occupations with the Contractor. Section 1777.5 provides that the Contractor and every Subcontractor shall submit contract award information to the applicable joint apprenticeship committee. One apprentice hour for every five journeymen hours worked is the minimum State requirement applicable to each apprenticeable trade. Section 1777.7 of said Labor Code provides that the Contractor shall forfeit as a civil penalty the sum of one hundred dollars ($100.00) for each calendar day of noncompliance with provision of said Section 1777.5.

The Contractor will observe all applicable health and safety requirements, including, but not limited to the California and Federal Occupational Safety and Health Acts. The Contractor shall submit for review by the City a Site Specific Health and Safety Plan prior to the commencement of construction activities. This Plan shall meet or exceed the requirements of 29 CFR 1910.120.

5-3.2 Prevailing Wages. - *Add the following paragraphs:*
Contractors are hereby notified that pursuant to Section 1770 of the Labor Code of the State of California, the City Council of the City of Redlands, California, by Resolution No. 2326, has ascertained the general prevailing rate of hourly wages and rates for legal holidays and overtime work in the locality where this work is to be performed, for each craft or type of workman or mechanic needed to execute the Contract which will be awarded to the successful Bidder. The Contractor shall comply with Sections 1770 to 1780 inclusive of the Labor Code and Master Labor Agreement of Southern California.

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this Contract in full less legally required deductions and also deductions made pursuant to the regulations prescribed under the so-called “Kick- Back Statute” (48 Sta. 948; U.S.C. 875; 40 U.S.C. 276c).

In accordance with Section 1775 of the California Labor code, Contractor shall forfeit to City, as a penalty, a minimum of $40 for each day, or portion thereof, and a maximum of $200 for each day, or portion thereof, for each worker paid, either by Contractor, or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.

Contractor further agrees to fully comply with all applicable provisions of the California Labor Code including but not limited to Sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Failure to abide by prevailing wages and laws by Contractor will be enforced.

The Contractor or subcontractor shall, as a penalty, to the State or political subdivision on whose behalf the contract is made or awarded forfeit twenty-five ($25) dollars for each worker employed in

the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any calendar work in violation of Labor Code section 1813.

5-3.3 Payroll Records. – *Delete and replace with the following*:
The contractor and subcontractors shall submit electronic certified payroll on a weekly basis to the City of Redlands through LCPtracker. LCPtracker is a web-based labor compliance management system. The Prime Contractor and Subcontractors and lower-tier Subcontractors will receive an email from LCPtracker providing their log-on identification and temporary password. The Contractors will need to follow the instructions in the email to set-up their permanent password and activate their account. Once their account is setup, LCPtracker Inc. provides either computer based or web based training. Training can be accessed via the "Book Now" button located under the "Projects" tab. The prime contractor shall submit their certified payroll, along with any subcontractor who is performing any labor, on a weekly basis. The prime contractor is responsible for all communication with their subcontractors and shall submit their subcontractor's certified payroll as part of their weekly payroll packet. All labor compliance correspondence and submissions will be made through the LCPtracker software.

All certified payroll shall be submitted no later than 7 days from the close of the pay period. The payroll records shall set out accurately and completely the name, social security number, classification and hourly wage rate of each employee, hours worked by employee during the payroll period and a full weekly wages and the actual weekly wages paid to the employee. Such certified payroll records shall be made available at all time for inspection by the City, the Department of Industrial Relations, the Department of Labor or authorized representatives within ten days of request. The contractor and subcontractor shall preserve weekly payroll records for a period of three (3) years from the date of completion of the Contract. In case on noncompliance with said Section 1776 and after a ten-day period following receipt of written notice, the Contractor shall forfeit to the California Department of Industrial Relations one hundred dollars ($100.00) for each calendar day or portion thereof, for each worker in non-compliance, until compliance is effectuated.

In order to meet labor compliance requirements, all contractors will be required to complete eDocuments which are accessed, submitted and approved through LCPtracker. All eDocuments are required to be signed by an owner/officer or authorized signer. The Prime Contractor and each Subcontractor and every lower-tier Subcontractor and any Vendors subject to this provision shall comply with Title 8, Section 16404 of the California Code of Regulations.

A Fringe Benefit Statement shall be submitted with the first payroll and is required for both the prime contractor and any subcontractors. A new Fringe Benefit Statement will be required when general determinations are issued in February and August. Please refer to the DIR website for additional details. Any weeks where no work was performed must be represented by the submittal of a Statement of Non-Performance covering the 7 day pay period where no hours were worked on the site. Final payroll on the project should state "Final" on the certified payroll, and must be marked as such in the LCPtracker system.

Failure by the Contractor to comply with the aforementioned requirements shall result in withheld progress payments until such time certified payroll documents have been received, reviewed, and

accepted by the City. The City reserves the right to seek assistance from the State Department of Industrial Relations in determining the acceptability of certified payroll submittals before release of withheld progress payments. Prior to the release of retention monies, all certified payroll must be submitted on the project and any outstanding issues that may have occurred throughout the project must be resolved.

5-4 INSURANCE. - *Delete Section 5-4.1, Section 5-4.2 and replace with the following:*
Before entering into a Contract, the Bidder to whom the Contract has been awarded shall furnish satisfactory evidence that they have secured all required insurance from a responsible insurance company authorized to do business in California and satisfactory to the City, and such insurance shall be maintained in full force and effect at the Contractor's own expense during the life of the Contract. Contractor shall furnish the City with the customary Certificates of Insurance for all required insurance listed below. General Liability Insurance shall name the City and the Consultant, as an additional insured and shall be primary and non-contributing to any insurance or self-insurance maintained by the City. All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than forty five (45) days before expiration or cancellation is effective.

The coverage shall provide the following minimum limits based on the type of work proposed under this Contract. The Contractor shall determine if the proposed work requires Tier 1 or Tier 2 Designated Insurance Requirements shown below.

CONTRACTED OPERATIONS DESIGNATED AS TIER 1		
Air Conditioning (HVAC) Systems (installation)	Electric Light or Power Line Construction	Pipeline Construction
Airport Runways (paving, repaving, etc.)	Elevator Work	Roofing
Blasting Operations	Excavation	Sandblasting
Bridge or Elevated Highway Construction	Fire Suppression Systems (installation)	Sewer and Water Main Construction
Buildings Structural Work (including elevators)	Gas Mains or Connections Construction	Sign Erection (streets)
Building Structure (raising or moving)	Geophysical Exploration	Solar Energy
Cable Installation in Conduits and Conduit Construction (streets)	Grading of Land	Street Cleaning
Caisson or Cofferdam Work	Hazardous Materials Contractors	Street or Road Construction
Dam or Reservoir Construction	Irrigation or Drainage Construction	Tank Construction, Installation, Erection or Repair
Demolition (structures)	Landscape Construction (street or street medians)	Telephone or Cable Line Construction
Drilling	Painting (exterior greater than single story)	Tree Pruning, Dusting, Spraying or Removal

TIER 1 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
   - $1 Million Per Occurrence/ $2 Million Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
   - $1 Million Combined Single Limit
     - City listed as an Additional Insured on the coverage
     - Must include liability arising from all owned, leased, hired, and non-owned autos
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
   - If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Commercial Umbrella/ Excess Liability
   - $5 Million Per Occurrence/ Aggregate
     - City listed as an Additional Insured on the coverage
     - Coverage is primary and non-contributory
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Workers Compensation
   - $1 Million Per Occurrence for Bodily Injury by Accident
   - $1 Million Each Employee for Bodily Injury by Disease
   - $1 Million Policy Limit for Bodily Injury by Accident
     - Waiver of Subrogation in favor of City
     - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

e. Pollution Policy (Hazardous Materials) [If Applicable]
   - Required of Projects that involve Demolition and/or Excavation Activities
   - $1 Million Per Occurrence/ $2 Million Aggregate
   - City listed as an Additional Insured on the coverage

CONTRACTED OPERATIONS DESIGNATED AS TIER 2		
Air Conditioning (HVAC) Systems (service and repair)	Carpentry (building interiors)	Fire Suppression Systems (service and repair)
Alarms and Alarm Systems	Communications Equipment Installation (interior)	Landscape Construction
Building Interior Work (service, repair and non-structural remodeling)	Driveway, Parking Area or Sidewalk (paving or repaving)	Painting (exterior)
Cable Installation in Conduits (buildings)	Fence Erection	All Other Job Types including Vendors

TIER 2 DESIGNATED INSURANCE REQUIREMENTS

a. Commercial General Liability
- $1 Million Per Occurrence/ $2 Million Aggregate
  - City listed as an Additional Insured on the coverage
  - Coverage is primary and non-contributory
  - If scope of work is within 50 feet of any railroad, endorsement citing inclusion of liability associated with this work is required
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

b. Business Auto Liability
- $1 Million Combined Single Limit
  - City listed as an Additional Insured on the coverage
  - Must include liability arising from all owned, leased, hired, and non-owned autos
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission
- If Contractor or its subcontractors or suppliers haul hazardous material (including, without limitation, waste), Auto Liability insurance must be applicable to all hazardous waste hauling vehicles, and include MCS 90 and CA9948 Endorsements.

c. Workers Compensation
- $1 Million Per Occurrence for Bodily Injury by Accident
- $1 Million Each Employee for Bodily Injury by Disease
- $1 Million Policy Limit for Bodily Injury by Accident
  - Waiver of Subrogation in favor of City
  - If any policy forms of endorsements are cited to grant extension of coverage, they must be included with the Certificate of Insurance submission

d. Pollution Policy (Hazardous Materials) [If Applicable]
- Required of Projects that involve Demolition and/or Excavation Activities
- $1 Million Per Occurrence/ $2 Million Aggregate
- City listed as an Additional Insured on the coverage

Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

Subcontractors. The prime contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements from each subcontractor.

The Contractor shall not assign or sublet the contract, in whole or in part, without the written consent of the City, nor shall the contractor assign any monies due to, or to become due to, Contractor hereunder without prior written consent of the City.

The Contractor shall be fully responsible to the City for the acts and omissions of the subcontractor and persons either directly or indirectly employed by the Contractor. Consent to subcontracting part of the work shall, in no way, release the Contractor from responsibility for performance of the work, and Contractor will be held, in all respects, accountable for the same as if no consent had been given. The Contractor shall give personal attention to this work which is sublet. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, agents and employees and the Consultant from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure to act of Contractor, its subcontractors, and any officers, agents and employees in performing the work required by this Agreement. Contractor's obligations under this provision shall not be limited in any way by any terms of this Agreement, or the insurance limits.

5-4.3 Worker's Compensation Insurance. - *Delete and replace with the following:*

A. Contractor shall have worker's compensation and employer's liability insurance in force throughout the duration of the contract in an amount which meets the statutory requirement with an insurance carrier acceptable to the City. The insurance policy shall include a provision prohibiting cancellation of said policy except upon forty-five (45) days prior written notice to City. Certificates of Insurance shall be delivered to the City at the time of the Contractors' execution of the agreement.

B. Contractor expressly waives all rights to subrogation against the City, its officers, employees and volunteers for losses arising from work performed by Contractor for City by expressly waiving Contractor's immunity for injuries to Contractor's employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extend to

any claim brought by or on behalf of any employee of Contractor. This waiver is mutually negotiated by the parties. This shall not apply to any damage resulting from the sole negligence of City, its agents and employees. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of City, its agents or employees, the obligations provided herein to indemnify, defend and hold harmless are valid and enforceable only to the extent of the negligence of contractor, its officers, agents and employees.

5-6 PATENT FEES OR ROYALTIES. *Delete and replace with the following:*
The Contractor shall include in its Bid the patent fees or royalties on any patented article or process which may be furnished or used in the Work. The Contractor shall indemnify and hold the City harmless from any legal action that may be brought for infringement of patents. The Contractor's attention is directed to "Notice of Patents, Data, and Copyright Regulations" of the Federal Labor Standards.

The Contractor shall bear all costs arising from the use of patented goods and/or processes used on and/or incorporated into the Work. When use of these goods and/or processes is judged to be an infringement and the use is banned, the Contractor, at its own expense, shall, with concurrence of the Engineer, do one of the following:

A. Secure for the City the right to continue using goods and/or processes by suspension of the injunction or by procuring a license(s);

B. Replace said goods and/or processes with non-infringing goods and/or processes;

C. Modify said goods and/or processes so that they become non-infringing; or

D. Remove said goods and/or processes and refund the sum paid therefore without prejudice to any other rights of the City.

The preceding shall not apply to any goods manufactured to the detailed design of the City contained in the Contract Documents.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General. - *Amend the following:*

Add the following sentences to paragraph 1:
Should watering be the sole method utilized for roadway dust abatement purposes, the maximum time interval that shall elapse between applications thereof shall be no greater than 3 hours during normal working day, supplemented by an additional application thereof immediately prior to the conclusion of the workday and at such other times as may be required, including evenings, weekends and holidays as required by the Engineer. Should the Contractor be unable to furnish dust abatement as specified, the City may perform or cause to be performed the necessary service, the expense of which will be deducted from the payment due the Contractor.

Add the following paragraphs:
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during cleanup and dust control operations. Refer to Section 7-8.6.

Compliance with this section is of extreme importance to the City and its citizens. The City may fine the Contractor $1,000 per incident if there are issues with dust, mud, unused equipment or materials and rubbish within the construction area that result in citizen complaints. A 24 hour notice shall be issued to the Contractor and failure to correct the problems will result in the fine being levied. This fine will be in addition to those fines potentially charged for NPDES violations.

5-8 AIR POLLUTION CONTROL.

Dust control shall be performed in accordance with Subsection 7-8 of the Standard Specifications, South Coast Air Quality Management District (SCAQMD) Rule 403, the general Provisions and the following Provision.

Dust resulting from the Contractor's performance of the work, either inside or outside, the right-of-way shall be controlled by the Contractor. Dust control includes the action necessary to prevent, reduce or control dust within the work area as required to complete the work. The Contractor shall carry out proper and efficient measures to prevent his operations from producing dust in amounts damaging to property or causing a nuisance, or harm to persons living nearby or occupying buildings in the vicinity of the work. The Contractor shall control dust 24 hours a day, seven days a week. The methods to be used for controlling dust in the construction area and along haul roads shall be approved by the Engineer prior to starting any work. The Rule 403 Implementation Handbook published by the SCAQMD, contains a detailed listing of reasonably available dust control measures.

Dust control ordered by the Engineer to be applied on Saturdays, Sundays or holidays will be included in the Contract price for dust control and no additional compensation will be allowed therefore.

The full compensation for all direct and indirect costs incurred for work performed or materials used to control dust resulting from the Contractor's performance of the work and caused by public traffic, either inside or outside the right-of-way shall be considered as included in the Contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-9 STORAGE OF EQUIPMENT AND MATERIALS.

The Contractor shall be required to provide and maintain as necessary, any additional property required for storage of equipment, materials, etc., to perform work on this project. Should the additional property be located within the city limits of the City of Redlands, the Contractor shall obtain written approval from the City of Redlands Development Services Department and comply with all conditions set therein prior to use. When private property is used for a yard area, the Contractor shall also secure written authorization from the private property owner and supply a copy of such to the City before any monthly progress payment is submitted. Contractor to propose designated areas of the project site, upon approval by the Engineer, suitable for material delivery, storage, and waste collection.

The Contractor shall ensure the construction yard adheres to all local, State and Federal regulations, ordinances, codes and maintained in a neat and orderly manner throughout the duration of the project. The contractor shall include the construction yard in the Erosion Control Plan or SWPPP and shall be inspected and approved prior to use of the yard. If at any time during the project the location of the construction yard changes from the approved site, the City shall be notified prior to relocation for inspection and approval. Should the Contractor fail to comply with these conditions, the Engineer may suspend the work per SSPWC section 6-3 until the condition is corrected.

At the end of the project or as required, the Contractor shall: clean up and remove all trash and debris, including all organic trash and debris; clean up and remove all hazardous and biochemical wastes from the property to the satisfaction of the agency (City, County, State, or Federal) charged with overseeing these items; and provide to the City a written release from the private property owner that they are satisfied with all clean up and removal work.

5-9.1 Storage in Public Streets.
Construction materials and equipment shall not be stored within public streets or right of way without prior approval from the City. In order to seek approval, Contractor shall submit a location map with all equipment or materials identified including size, duration and any BMP's installed and provide at least 7 days for review by the City.

5-10 WATER POLLUTION CONTROL.

The Contractor shall follow the City's guidelines for Storm Water Pollution Prevention in providing storm water pollution control at the project site, including the implementation of approved Erosion/Sediment Control Plans during construction as well as the implementation of approved Water Quality Management Plans.

Construction activities disturbing 1 acre or more of land shall comply with the State Water Resources Control Board's NPDES General Construction Storm Water Permit. A copy of the Notice of Intent (NOI) to include the Waste Discharge Identification (WDID) number shall be submitted as part of the Storm Water Pollution Prevention Plan (SWPPP) to the Engineer for review. Call (909) 782-4130 for NOI/WDID information.

All projects requiring grading shall submit to the City for review and approval an Erosion/Sediment Control Plan and a Grading Plan. Permit(s) will not be issued until plans are approved and may be revoked if work required in these specifications are not complied with.

Construction sites shall be maintained by implementation of BMPs in such manner that pollutants are not discharged from the site to the maximum extent practicable. A few references available to help with selection and implementation of applicable BMPs are:

1. California Storm Water Best Management Practice Handbook, American Public Works Association, March 1993;
2. The Construction Site Best Management Practices Manual, November 2000;
3. Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual, November 2000;

4. California Regional Water Quality Control Board's San Francisco Bay Region, Guidelines for Construction Projects; and
5. California Regional Water Quality Control Board's San Francisco Bay Region, Erosion and Sediment Control Field Manual, July 1999.

All discharges into the storm drain system are prohibited except for potable water, properly treated discharge, and those discharges specifically approved by the Engineer. The following are some of the prohibited discharges:

1. Discharges that could have an impact on human health or the environment, cause or threaten to cause pollution, contamination, or nuisance;
2. Discharges that exceed any applicable water quality standard contained in a statewide Water Quality Control Plan or local Basin Plan; and
3. Discharges containing hazardous substances equal to or in excess of a reportable quantity listed in Federal regulations 40 CFR, Parts 117 and 302.

Materials that can cause or contribute to pollution or a violation of any applicable water quality standard include, but are not limited to: sediments; solid or liquid chemical spills; wastes from paints, stains, sealants, glues, limes, pesticides or herbicides and wood preservatives or solvents; asbestos fibers, paint flakes or stucco fragments; fuels, oils, lubricants or hydraulic, radiator and battery fluids; fertilizers; vehicle and equipment wash water or concrete wash water; concrete, detergent or floatable wastes; wastes from any engine and equipment steam cleaning or chemical degreasing; and chlorinated potable water line flushings.

Unless exempted or authorized by an NPDES permit, all non-storm water discharges require prior approval by the Engineer or the State Water Resources Control Board with Engineer approval.

During construction, temporary storage of such materials as identified above, must occur in a designated area physically separated from potential storm water runoff, with ultimate disposal in accordance with local, state and federal requirements.

De-watering of contaminated groundwater or discharging contaminated soils via surface erosion is prohibited.

Unless indicated otherwise by the Engineer, all projects, regardless of size, shall submit for review and approval, a Water Quality Management Plan (WQMP). The WQMP shall consist of post construction BMPs which shall remain in effect throughout the life of the facility. Refer to WQMP guidelines.

5-11 TEMPORARY LIGHTS, POWER AND WATER.

Any water drawn from a City fire hydrant shall be via a City owned water meter. Said meter may be obtained from the Municipal Utilities & Engineering Department. Contractor is responsible for payment of a $1200 deposit fee. Said meter shall be returned in a condition like received, less normal wear and tear. All meters are loaned subject to the conditions of the Fire Hydrant Construction Meter Water Service Application. Contractor must provide proposed location of meter and notify Customer

Service at (909) 798-7516 each time the meter is relocated during construction. Water reasonably used in connection with the construction contract will be provided at no cost to the Contractor. Water use determined to be wasteful or unreasonable will be charged for at the prevailing rate.

5-12 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall relocate, re-establish, repair or replace all existing improvements within the work limits or right-of-way which are not designated for removal (e.g., sprinkler systems, curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of its operations.

Relocations, re-establishments, repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing or re-establishing existing improvements shall be included in the Bid.

The Contractor shall be responsible for the maintenance of the streets and roadways to be used by public and local traffic through and adjacent to the construction zone, from the date of "Notice to Proceed" until the date of acceptance of the completed construction improvements.

Street maintenance shall include filling of potholes, grading of subgrade and base, replacing signs, installing interim pavement striping and markers on the project streets and other side streets within the construction zone. Street maintenance shall also include sweeping and washing of streets, adjacent and connected to the construction zone on a weekly, or more frequent schedule, to prevent the accumulation of dust, dirt, gravel or other deleterious materials, all as necessary to maintain the construction roadways and adjacent streets in a safe, clean and drivable condition for use by public and local traffic.

Upon request from the City for information pertaining to a claim against the contractor, contractor shall provide a written/email response, including all requested information, within 14 calendar days of City's request. If a response with all requested information is not provided to the City within 14 calendar days, a penalty of $500 per calendar day will be assessed to the Contractor by the City.

5-13 PUBLIC CONVENIENCE AND SAFETY.

5-13.1 General.

The Contractor may be allowed to close the roadway, or a portion thereof, to traffic during normal work hours upon approval from the Engineer. During any closure, the Contractor shall allow access for residents, schools, trash service trucks, churches and businesses within the affected portion of roadway, except as required for construction for a reasonable period of time. The Contractor shall notify residents as noted within Section 5-18.

The Contractor shall provide and install barricades, delineators, warning devices and construction signs in accordance with the Work Area Traffic Control Handbook (WATCH) prepared by the Southern California Chapter of the American Public Works Association. During adverse weather or

unusual traffic or working conditions additional devices shall be placed as directed by the engineer. All traffic signs and devices shall conform to the current State of California, Department of Transportation (CALTRANS), "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways", unless otherwise approved by the Engineer.

Fences, barriers, lights and signs shall be furnished, erected and maintained as necessary to give an adequate warning to the public at all times that the work is under construction and of dangerous conditions to be encountered as a result thereof, and warning and directional signs shall also be erected and maintained as may be required by the City. Should the Contractor fail to furnish a sufficient number of traffic and/or pedestrian safety devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the following provisions:

1. For placing of barricades - $15.00 per barricade for each day or part thereof.

   For flashers - $15.00 per flasher for each day or part thereof.

   For traffic cones - $7.50 per cone for each day or part thereof.

2. In the event that the services of the Owner are required outside the normal working hours and/or days or items not noted above are furnished by the City, all costs incurred by the City shall be the responsibility of the Contractor.

The Contractor shall relocate, preserve and maintain the visibility of all signs within the project limits which affect the flow of traffic, as directed by the engineer. Any signs that are missing or found damaged shall be replaced immediately by the Contractor at his expense.

The Contractor shall provide and maintain Class II barricades along excavation edges parallel to the flow of traffic at a spacing of twenty-five feet (25'). Class II barricades mounted with flashers shall be installed around work areas in parkways. Class II barricades shall have alternating black and reflectorized white (or yellow) stripes at an angle of 45 degrees. The stripe with shall be four to six inches.

During paving operations barricades may be supplemented with minimum size eighteen-inch (18") high traffic cones and delineators such that spacing between barricades and/or cones or delineators is no greater than twenty-five feet (25"). At all access points such as intersecting streets, alleys and driveways, barricades and/or cones shall be provided at five-foot (5') intervals so as to prevent vehicular access to the paving area. Where access from an intersecting street is prohibited, a "Road Closed" sign shall be provided. "No Left Turn" sign shall be provided wherever required by the Engineer.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator or other vertical obstruction.

A 4 foot wide pedestrian walkway shall be maintained in the parkway area on each side of all streets, unless otherwise authorized by the Engineer. The minimum clearance from: the edge of

pedestrian walkways to any traffic lane shall be 5 feet; the edge of pedestrian walkways to any work zone shall be 3 feet; and the surface of pedestrian walkways to any overhead obstruction shall be 7 feet.

The Contractor shall, at the end of each work day, have backfilled, compacted and placed a temporary drivable roadway surface on all work areas within traveled roadways prior to leaving the job site. Failure to comply to the satisfaction of the Engineer shall result in immediate correction by City forces, and all costs shall be borne by the Contractor.

Traffic control devices shall be marked with the Contractor's name as appropriate. At no time shall any traffic control devices marked with companies or agencies other than the Contractor or subcontractors, be utilized within the work area.

All said traffic controls and safety devices shall be maintained in clean condition, with any and all graffiti removed by the end of workday on which the graffiti was first reported to the Contractor.

If the traffic control devices are deemed unacceptable by the Engineer due to being damaged, dirty, or marked incorrectly, the Contractor shall replace the traffic control devices immediately. Should the Contractor fail to furnish traffic control devices within three (3) hours after being notified, the Owner will place such necessary items and the Contractor shall be liable to the Owner for providing such devices in accordance with the provisions above.

5-13.1.1 Vehicular Access.
At such times as driveways are inaccessible due to the Contractor's work they shall be blocked by two (2) Class II barricades or one (1) Class II barricades and two (2) delineators. Driveways that are ramped or planked for temporary access shall be provided with a delineator at each side.

5-13.1.2 Signage. The Contractor shall furnish, erect and maintain all construction traffic signage as required and specified.

All construction traffic signage shall be in place prior to commencing any work, placed as needed during construction, moved as necessary and removed only upon completion of all work.

All construction traffic signage and controls shall comply with the State of California Manual of Traffic Controls, Warning Signs, Lights and Devices for use in Performance of Work Upon Highways. All construction traffic signage used in the performance of the work shall be a minimum of the encapsulated lens (high intensity) type. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices, telescoping flag trees, flags, signs, markers, portable barriers, flashing arrow signs, changeable message signs, markings and flagging equipment shall be provided and maintained in like new condition.

When a Traffic Signal is constructed as a part of the project, the Contractor shall place and maintain for one calendar month, a message board for each approach leg to a new traffic signal. The message board shall read "CAUTION - NEW TRAFFIC SIGNAL". The one month period shall

begin from the day of activation. This requirement may be lessened or waived, on a case-by-case basis, by the Engineer.

The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, including holidays, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of notice to proceed to the completion and acceptance of the work. Any corrective work required to be performed by City forces shall be charged to the Contractor and paid in full before release of any bonds on the project.

All traffic cones shall be no less than 28 inches in height, except that shorter cones, 12 inches minimum height, may be permitted during striping maintenance operations where the only function of the cone is to separate traffic from the wet paint. All barricades used to delineate traffic at night or placed in or adjacent to the traveled roadway at night, shall be equipped with flashing warning lights.

Channelizers shall be required when lane restrictions, detours or other work conditions need to be maintained for periods longer than normal work hours. Channelizers shall be surface-mounted type and shall be furnished, placed and maintained at the locations shown on the plans or as approved by the Engineer and shall conform to these specifications. Channelizers shall be, at the Contractor's option, one of the following types, or approved equal: (1) Safe-Hit SH236SMA; (2) Repo "The Replaceable Post"; or (3) Carsonite, "Super Duck" SDF-436.SDF-436.

5-13.2 Traffic Control Plan

The Contractor shall provide a Traffic Control Plan to the agency for approval prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days.

The Contractor shall be required to maintain one lane in each direction when working on the roadway. Access to schools, businesses, etc. shall be maintained as necessary for their operations. If closures are authorized by the Engineer, all detour signage shall be installed prior to closure of specified portion of roadway(s), and shall be maintained during closure.
The Contractor shall make provision to allow pedestrians full access across work areas at existing crosswalks, while working within those areas.

Traffic controls, including but not limited to vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access, detours, and street closures shall be in accordance with Subsection 7-1, of the current edition of the "Standard Specifications for Public Works Construction," including all its subsequent amendments, and the current edition of the "Work Area Traffic Control Handbook."

Traffic control and the Traffic Control Plan shall conform to the following:

a. All major streets shall remain open to through-traffic at all times, residential street will be closed to traffic only as long as it takes for material application and drying time.

b. The Traffic Control Plan shall indicate the traffic control requirements for the different types of work to be performed. The Contractor shall be responsible for the preparation of Plans as necessary for specific items of work. These Plans shall be approved by the City's Engineer.

c. All traffic controls and safety devices, equipment and materials, including but not limited to cones, delineators, flashing warning lights, barricades, high level warning devices (flag trees), flags, signs, markers, portable barriers, flashing arrow signs, markings, and flagging equipment shall be provided and maintained in "like new" condition.

d. The Contractor shall furnish and properly install, construct, erect, use, and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include area affecting or affected by the work, from the start of work to the completion of the work.

In the event the slurry and cape seal ravels, a "loose gravel" (C6) sign shall be placed to adequately warn the public.

e. High-level warning devices (flag trees) are required at all times for any work being performed within the roadway unless otherwise specifically authorized by the City's Engineer.

f. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than twenty-eight inches (28") in height, except that shorter cones, twelve inches (12") high or higher, may be used during striping maintenance operations where the only function of the cones is to protect the wet paint from the traffic.

g. Type III barricades, no less than six feet (6') in length and equipped with two (2) Type "N" markers each and two (2) flashing warning lights each, shall be used to close streets, except as otherwise specifically authorized in advance by the City's Engineer for minor maintenance work of no more than one (1) working days duration on weekdays, or on holidays only, and between 8:00 a.m. and 3:30 p.m. only. Said barricades shall be placed across the full roadway at each point of closure with the distance between

barricades or between barricades and curbs, not exceeding three feet (3'), except that one (1) eleven-foot (11')-wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) Type C2 "Road Closed" sign each or one (1) Type C3A "Road Closed to Thru Traffic" sign each.

h. Except for residential streets, as otherwise directed and/or authorized by the City's Engineer, two-way vehicular traffic shall be maintained at all times within two (2) eleven foot (11')-wide lanes on streets, having an effective roadway width of forty-four feet (44') or more with restricted parking, and other streets of lesser widths may be reduced to one (1) twelve-foot (12') wide lane with work activity being limited to one side at a time, and with one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers.

No reduction of the traveled way width shall be permitted on any City street before 8:00 a.m. nor after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless prior authorization to do so is granted by the City's Engineer.

Arrow boards shall be required for all lane closures on major streets.

i. Properly trained and experienced flaggers shall be provided to traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at such other times as is necessary to safely pass the traffic through or around the work area, and when so directed by the City's Engineer.

j. Vehicular access to occupied residential property may be restricted on weekdays other than holidays between the hours of 8:00 a.m. to 3:30 p.m. while essential work activity is taking place, with specific prior written approval from the City's Engineer, providing the Contractor gives the owner and/or resident at least forty-eight (48)-hour advance written and oral notice. See Part 2, "Notification of Residents," herein.

Convenient and safe pedestrian access to occupied residential property shall be maintained at all times. Access to mailboxes must be maintained at all time, such that the postal delivery service is not interrupted.

Access to vacant and unused property may be restricted at the Engineer's discretion. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the City's Engineer.

k. Any traffic control and safety devices and equipment being used which becomes damaged, destroyed, faded, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired refurbished and/or replaced, and any traffic control and safety devices and equipment being used which are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.

l. An unobstructed view of all signs and warning devices including but not limited to stop signs, stop ahead signs, street names signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers, and devices from the view of vehicular and/or pedestrian traffic to which it applies.

m. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.

n. Stockpiling and/or storage of materials on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking areas shall be removed completely and promptly. All stockpile and/or storage areas shall be kept in a safe, neat, clean, and orderly fashion, and shall be restored to equal or better than original condition upon completion of the work.

o. Where vehicular access to abutting property must be restricted, the work shall be so selected, arranged, and scheduled that the person(s) requiring access to said abutting property and/or residents along said streets affected will be able to park within a reasonable distance of not more than five hundred feet (500') from their homes and/or destination. Residents must be supplied written notice of such restrictions a minimum of 48 hours in advance.

p. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street except as otherwise authorized or directed by the City's Engineer.

q. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to hereinabove, the City reserves the right

to correct and/or mitigate any situation, which in the sole opinion of the City's Engineer constitutes a serious deficiency and/or serious case of noncompliance, by any means at its disposal at the Contractor's and/or permittee's expense, and will deduct the cost therefore from the Contractor's progress and/or final payment. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures, and shall not serve to transfer said obligations and liabilities from the Contractor to the City or the City's agents.

r. Violations of any of the above Provisions and/or Provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the City's Engineer, shall at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor and/or permittee, or liability to the City, all as prescribed by Contractual obligation or State law, whichever is applicable.

Full compensation for furnishing all labor, materials, tools, equipment, flaggers, lights, channelizers (surface mounted), temporary striping, barricades, portable flashing lights, flashing arrow signs, traffic control and detour plan, and incidentals required to comply with the provisions specified and referred to herein above, to provide all required traffic and pedestrian control for the duration of this contract, all as shown and as specified, shall be paid as specified in Section 01200 of the General Requirements and no other compensation shall be made therefore.

5-13.3 Edison Energized Conductors. The Contractor hereby promises and agrees that in the performance of the Work, he will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to Edison's secondary, primary and transmission facilities. The term "qualified person" is defined as follows:

"Qualified Person". A person by reason of experience or instruction is familiar with the operation to be performed and hazards involved.

Contractor further promises and agrees that the provisions of this paragraph shall be and are binding upon any Subcontractor or Subcontractors that may be retained by it, and that the Contractor shall take such steps as are necessary to insure compliance by said Subcontractor or Subcontractors with the requirements of this paragraph.

5-14 CONTRACTOR'S RESPONSIBILITY FOR DAMAGE.

5-14.1 Responsibility for Damage. The Contractor agrees to and does hereby indemnify, defend and hold harmless the City, its elected officials and the Consultant and their officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, including attorney's fees and costs, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to loss or theft of property, (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the contractor upon or in connection with the work called for in this agreement, except for the liability resulting from the sole negligence or willful misconduct of the City, its elected officials and their officers, employees and agents who are directly employed by the City and the Consultant; and

(b) any injury to or death of persons or damage to property caused by any fault, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the City, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off City property, provided that any of the foregoing (1) is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose act or omissions any of them may be liable, regardless of whether or not caused in part by any act or omission (active, passive, or comparative negligence included, excepting the active negligence of the District) of a party indemnified hereunder.

(c) The Contractor, at its own expense, cost, and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the City, its elected officials, officers, agents and employees and the Consultant, against any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the City, its elected officials, officers, agents or employees, in any such action, suit or other proceedings as a result thereof.

5-15 NO PERSONAL LIABILITY. Neither the City Council, the Engineer, the Consultant, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising under the contract.

5-16 CONTRACTOR'S RESPONSIBILITY FOR WORK. Except as provided above, until the formal acceptance of the Work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by act of the federal government or the public enemy.

The City of Redlands shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

The City shall not be responsible for security of the Contractors equipment or materials at the site. The City will not be responsible for theft or damage to any property or materials of the Contractor. Security for Contractor's property shall be the responsibility of the Contractor.

5-17 WARRANTY OF WORK. The Contractor shall guarantee the Work against defective materials or workmanship for a period of (1) year from the date of completion date specified in the Notice of Completion, except where longer warranty periods are specifically stated. As specified in Section 2-4 in the GENERAL CONDITIONS, the Performance Bond shall remain in full force and effect during the warranty period.

All work which has been rejected, shall be remedied, or removed and replaced, by the Contractor at his own expense, with work conforming to the Plans and Specifications. Any defective material or workmanship which may be discovered before final acceptance or within (1) one year from the completion date specified in the Notice of Completion shall be corrected immediately by the Contractor at his own expense notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work at any stage shall not relieve the Contractor from any obligation to perform sound and reliable work as herein described. It is the Contractor's ultimate responsibility to deliver at the time of final acceptance a complete project that complies in all details with these Contract Documents. All items shall be ready to operate.

Any omission or failure on the part of the Owner to discover or notify the Contractor of or to condemn defective work or material at the time of construction shall not be deemed an acceptance, and the Contractor will be required to correct defective work or material prior to final acceptance.

The Owner will endeavor to locate any errors or defective materials or workmanship and call them to the attention of the Contractor prior to subsequent work being performed. However, the Owner is under no obligation to do so and shall not be held liable because errors or defective material or workmanship by the Contractor are not discovered prior to subsequent work.

During the (1) one year warranty period, should the Contractor fail to remedy defective material and/or workmanship, or to make replacements within five (5) days after written notice by the Owner, it is agreed that the Owner may make such repairs and replacement and the actual cost of the required labor and materials shall be chargeable to and payable by the Contractor or his Surety.

Nothing in this section shall be construed to limit the rights of the Owner to immediately correct conditions which may be unsafe or which may pose a public health nuisance. Should said conditions later be found to be caused by defective material and/or workmanship, the Contractor and his Surety shall reimburse the Owner for costs reasonably incurred while attending the situation.

In the event it is necessary for the Owner to file suit to enforce any liability of the Contractor pursuant to this sections WARRANTY OF WORK, the Owner shall be entitled to recover from the Contractor, in addition to all other amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the Owner in successfully enforcing the Contractor's obligations, all to be taxed as costs and included in any judgment rendered.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Document or by law. The remedies provided herein shall not be exclusive and the Owner shall be entitled to any and all remedies provided by law.

5-18 NOTIFICATION OF RESIDENTS/BUSINESSES. The Contractor shall notify all residents, firms, institutions, agencies, and utility companies which may be affected by the work. Notification shall be by hand delivery of an approved notice within the project limits approved by the City. The notification process shall consist of two notifications, one prior to the start of construction for all properties within the project area and a second notification at least seven days in advance of any activity which may impact each specific property. In the event of any work within the downtown area, the distribution of the second notification shall be at least fourteen days in advance of any activity. Activities impacting said properties and, therefore, requiring the above said notices include the following: the work itself; closure or partial closure of the street; and disallowance of street parking and disallowance of vehicular ingress to or egress from the property.

Said firms, institutions, agencies, and utility companies which must be notified of proposed work shall include, but are not limited to the following: public schools, private schools, day care centers, postal service, hospitals, governmental services, police department, fire department, ambulance services, Omnitrans, solid waste collection, and City street sweeping.

The proposed notice shall be submitted to the Engineer at least seven calendar days prior to the date of distribution for review and approval. The submittal shall also include a map identifying the limits of the work and proposed limits of distribution. The printed notices shall contain a general description of the work to be done, the name of the street with limits, the day and date of the work and the name and telephone number of the Contractor. The notice shall also include a statement that there will be no disruption of trash collection schedules and that trash should be set out by 6:00 a.m. on the scheduled day of pickup. If on-street parking will be affected the notice shall include a statement that no on-street parking will be allowed between the hours of 7:00 a.m. and 5:00 p.m. on the day of work, and a statement that it will be necessary to tow away parked vehicles at the owner's expense per California Vehicle Code CVC 22651L and CVC 22654D.

The Contractor will provide City with the dates and addresses of when project notifications are delivered to affected properties. City will verify the notification process is completed in compliance with the requirements of the specifications. Work will commence when City approves Contractor’s compliance with the requirements set forth in the specifications.

If on-street parking is affected, the Contractor shall also post pre-approved "NO PARKING-TOW WAY" signs on 1 x 2 wood stakes or barricades at one hundred foot (100’) maximum spacing along the affected areas of the street, 48 hours prior to the start of the work. The "NO PARKING-TOW AWAY" signs shall contain the day, date, and hours that parking will be prohibited on that particular street and a statement that parked vehicles will be towed away at owner's expense per California Vehicle Code CVC 22651L and CVC 22654D. The Contractor shall maintain said signs throughout the day of work, and shall start the removal of said signs by 4:00 p.m. and complete the removal by 6:00 p.m. on said day of work or as otherwise directed by the Engineer.

The Contractor shall document the day, date, and time the signs are installed because the no parking restriction cannot be enforced until the signs have been in place 24 hours. Posting of signs on trees, utility poles, light standards and other existing parkway improvement is strictly forbidden.

In the event of street resurfacing operations, the notices to residents shall contain a statement that the street to be resurfaced will be closed to vehicular traffic, and the suggestion that if they require the use of their vehicles on the day of the resurfacing work, they should consider parking their vehicle on a nearby street which is not scheduled for a resurfacing application.

In the event scheduled work is delayed, the Contractor shall immediately remove all "NO PARKING" signs. The contractor must notify all previously notified, in person and with printed notices, that the work will be rescheduled and that they will be re-notified 48 hours in advance. The Contractor shall have an adequate supply of approved notifications for distribution to residents.

Full compensation for conforming to these requirements shall be considered as included in the various Contract items of work involved, and no additional compensation will be allowed therefore.

Failure to comply with this section shall result in a penalty assessment imposed of up to $10,000 per violation at the City's discretion.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. - *Add the following paragraph:*
Contractor shall notify Underground Service Alert (USA) at 1 (800) 227-2600, two working days prior to starting work, and must submit verification number to the City prior to starting work.

6-1.2 Commencement of the Work. - *Amend the second sentence as follows:*
"The work shall start within 10 days thereafter, and be diligently prosecuted to completion within the Contract Time."

6-3 TIME OF COMPLETION.

6-4.1 General. - *Add the following paragraphs:*
If saturated soil is encountered during construction due to leaks in an existing utility, contractor shall remove saturated material and replace with a suitable backfill material until adequate compaction can be attained by verification from the City's Geotechnical Engineer.

Prior to any removal of saturated material, contractor shall discuss the methods of remediation with the City's representative. Approval from the City, or the City's representative, shall be obtained for any amount of saturated material removal in which the contractor anticipates to be compensated for, if approval is not obtained all costs shall be borne by the contractor.

Up to a 14 day delay in paving operations may be requested after all leaks have been resolved to provide time for excess moisture to dissipate, at no additional cost to the city, in lieu of removing and

replacing the saturated soil. A no cost change order will be prepared to provide the contractor with additional contract time if such delay is requested by the City.

6-9 LIQUIDATED DAMAGES. The value of liquidated damages noted in this section is amended to five hundred dollars ($500) per working day.

6-10 NOTICE AND SERVICE THEREOF. Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the project site, or by deposing the same in the United States Mail enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of work under this Contract, certified and with postage prepaid.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated by him to the party giving the notice, certified and with postage prepaid.

Notice shall be given to the Owner by personal delivery thereof or by depositing the same in the United States Mail enclosed in a sealed envelope, certified and with postage prepaid. The address of record for the owner is:

City of Redlands
Municipal Utilities & Engineering Department
P.O. Box 3005
35 Cajon Street, Suite 15A
Redlands, CA 92373

6-11 PUBLIC RECORDS ACT. All documents, Plans, specifications and all other information relating to the conduct of the City's business, including information submitted by the Contractor, shall become the exclusive property of the City and except as provided by law shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Sections 6250 et seq.).

Under no circumstances will the City be responsible or liable to the Contractor, submitter or any other party for the disclosure of any records or information submitted to the City, regardless of whether such records or information are labeled "Trade Secret", "Confidential", or "Proprietary" (or words to similar effect) and regardless of whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the City or its officers, employees, and/or Contractors.

The City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definition of

"Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and where appropriate for clearly and prominently marking each and every page or sheet of information with "Trade Secret", "Confidential", or "Proprietary". Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party's own circumstances.

In the event of litigation concerning the disclosure of any information submitted by the submitting party, the City's sole involvement will be as a stakeholder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the information, and shall indemnify and hold the City harmless from all costs and expenses including attorneys' fees, in connection with such action.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. - *Delete and replace with the following:*
The closure date for the purpose of making monthly progress payments shall be assigned by the Engineer during the pre-construction meeting. Payment, less deductions, unearned work and retention, will be made within 30 days of the closure date. If a dispute exists between the City and the Contractor regarding an item included in the Contractor's Monthly Progress Payment Request, progress payments will be withheld until said dispute is resolved, in which case longer period of time will be required to make such payment. No such payment shall be required to be made, when in the judgment of the Engineer, the total value of the work since the last estimate amounts to less than $500. If, in the opinion of the Engineer, work is not progressing according to the approved schedule, payments may be withheld until the Contractor returns to the approved schedule.

Deductions will be made for: (1) amounts due the Owner for equipment or material furnished or services rendered; (2) amounts due the Owner under the terms of the Contract; (3) amounts of any claims of lien filed with the Owner; (4) accrued amounts of liquidated damages; (5) amounts required to be deducted by Federal, State or local governmental authorities. From the balance thus determined will be deducted the amounts of all previous payments, and the remainder shall constitute the monthly payment due the Contractor.

A retention of five percent (5%) will be withheld from each and every progress payment to the Contractor. This percentage will remain constant throughout the duration of the Contract. The City shall make a progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor pursuant to Public Contract Code section 20104.50.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

As provided by paragraph 22300 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract. Substitute securities shall be deposited in a financial institution in a form acceptable to the City of Redlands. The financial institution shall be located within the City limits of the City of Redlands. The Escrow Agreement to be used is set forth in Public Contract Code section 22300.

7-3.3 Delivered Materials. - *Delete and replace with the following:*
No payment will be made for materials or equipment delivered but not yet incorporated in the work.

7-4.2.6 Extras. Without invalidating the Contract, the City may order extra work or make changes by altering, adding or deducting from the work, the Contract sum being adjusted accordingly and the consent of the Surety being first obtained where necessary or desirable. All the Work of the kind bid upon shall be paid for at the price stipulated on the proposal, and no claims for any extra work or material shall be allowed unless the work is ordered in writing by the engineer and the price is stated in such order.

7-4.2.7 Claims for Extra Costs. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order by the Engineer, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

After completion of the work to the satisfaction of the Engineer, the Engineer shall make a final estimate of the amount of work done. The City shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of the thirty-five (35) days from and after the recordation of the Notice of Completion filed by the City.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

This section is deleted in its entirety.

SECTION 9 - ASSIGNMENT OF UNFAIR BUSINESS PRACTICES CLAIMS

9-1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 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 the purchase of goods, services, or materials pursuant to this public works agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the Parties.

SECTION 10 - TRENCHING AND EXCAVATION

10-1. If this contract involves digging trenches or other excavations that extend deeper than (4) feet below the surface, the following shall be done pursuant to California Public Contract Code Section 7104:

A. That the Contractor shall promptly and before the following conditions are disturbed, notify the City in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

B. That the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of work shall issue a change order under the procedures described in the contract.

C. That, in the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertains to the resolution of disputes and protests between the contracting parties.

SECTION 11 - REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES

11-1. Pursuant to Government Code Section 4215 et seq, the City shall assume the responsibility between the parties to this contract, for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of the construction project for this contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids.

11-2. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not identified in the plans and specifications with reasonable accuracy and for equipment on the project necessarily identified during such work.

11-3. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City, or the owner of the utility to provide for removal or relocation of such utility facilities.

11.4. The City shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on adjacent to the site of construction, provided, however, nothing herein shall relieve the City from identifying main or trunk lines in the plans and specifications.

11.5. Nothing herein shall preclude the City from pursuing appropriate remedy against the utility for delays which are the responsibility of the utility.

11.6. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the contract plans or specifications, Contractor shall immediately notify the City and the utility in writing.

11.7. The public utility, when it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

11.8. Contractor shall comply with Government Code Section 4216 through 4216.9.

11.9. Conduits from existing street light and traffic signal systems may be encountered during construction of this project. All removals, relocations, and/or replacements of existing conduit systems shall be performed in accordance with these specifications and City standards, by a qualified electrical contractor. All costs for said work shall be borne by the Contractor and paid as a part of the various items of work requiring such removals, relocations, and/or replacements, and no other compensation shall be made therefore.

SECTION 200 - ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. - *Amend the first paragraph as follows:*
"Materials for use as untreated base or subbase shall be classified in the order of preference as follows:
Crushed Aggregate Base
Crushed Miscellaneous Base
Pulverized Miscellaneous Base."

200-2.4.1 General. - *Delete the second sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.4.2 Grading. - *Amend the first sentence of paragraph 1 as follows:*
"The material shall be uniformly graded and shall conform to the 'fine' gradations:"

200-2.5.1 General. - *Delete the third sentence and replace with the following:*
"The material shall be free of deleterious material as defined in 200-1.1."

200-2.8.1 General. - *Amend as follows:*
Delete the second sentence of paragraph 1 and replace with the following:
"Pulverized miscellaneous base may contain underlying base material."

Delete the third sentence of paragraph 1 and replace with the following:
"The material shall be free of deleterious material as defined in 200-1.1."

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.1 General - *Add the following paragraph:*
The Contractor shall furnish the Engineer in the field with a copy of the mix design to be used, and with a legible certified weighmaster's certificate for each load of PCC delivered to the project. PCC delivered to the project site having a water content and/or slump greater than that specified in the mix design, shall be rejected and removed from the project site.

201-1.1.2 Concrete Specified by Class and Alternate Class - *Amend Table 201-1.1.2.(A) as follows:*

Street Surface Improvements section -
All concrete in this section shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

Sewer & Storm Drain Facilities section, Sidehill Surface Drainage Facilities subsection -
All concrete in this subsection shall have a minimum compressive strength at 28 days of 22,410 kPa (3,250 pounds per square inch), and meet the requirements of class 330-C-23 (560-C-3250) concrete.

201-1.4.3 Transit Mixers. - *Replace the first sentence in paragraph 6 with the following:*
The total elapsed time between addition of water at the batch plant and the completion of the discharge of the PCC from the mixer, shall not exceed ninety (90) minutes. All PCC remaining in the mixer, after said ninety (90) minutes time limit, shall be rejected and removed from the project site.

SECTION 203 - BITUMINOUS MATERIALS

203-3 EMULSIFIED ASPHALT.

203-3.1 General. - *Modify the section by adding the following:*

Asphalt emulsion shall be a QUICKSET ANIONIC OR CATIONIC EMULSIFIED ASPHALT conforming to the requirements of Subsection 203-1.3, "Test Reports and Certification", and Subsection 203-1.2, "Testing Requirements" of the Standard Specifications.

The latex additive shall be Ultra Pave 70 (for anionic) or Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2.5) parts to one-hundred (100) parts of emulsion by volume.

203-5 SLURRY SEAL.

203-5.1 General. - *Delete the sentence and replace with the following:*
Slurry seal shall be emulsion-aggregate slurry (EAS) conforming to 203-5.4.

203-5.2 Mix Design. - *Modify the section by adding the following:*

(f) Admixtures, such as Portland Cement or aluminum sulfate may be mixed into the slurry material to adjust curing time such that the applied slurry can support vehicular traffic within 60 minutes.

(g) Use of slag shall not be permitted.

(h) Deliveries of aggregate and emulsion shall not be made without the engineer present. Emulsion is not to be transferred to an on-site storage tanker without the sieve test performed by the City.

203-5.3.2 Grading. - *Delete the sentence and replace with the following:*
The combined aggregate gradation shall be determined in accordance with ASTM C136 and conform to Type II requirements shown in Table 203-5.3.2 (A).

203-5.4.1 General. – *Modify the paragraph and replace with the following:*
EAS shall be a stable mixture of emulsified asphalt, aggregate, water, a set control agent, and latex. EAS shall be Type II-CQS-1h-EAS.

203-5.4.2.1 Aggregate. – *Delete the sentence and replace with the following:*
Aggregate shall be Type II conforming to 203-5.3.

203-5.4.2.2 Emulsified Asphalt. – *Modify the first paragraph and replace with the following:*
Emulsified asphalt shall be quick-set, and contain latex. Quick-set emulsified asphalt shall be CQS-1h conforming to 203-3.

203-6 ASPHALT CONCRETE.

203-6.1 General. - *Add the following paragraph:*
Unless otherwise approved by the Engineer, asphalt concrete for paving shall be C2-PG 64-10 (1/2") for finish paving or B-PG 64-10 (3/4") for base paving. Asphalt concrete for Type D1 or Type D2 curb shall be D2 –PG 70-10.

SECTION 206 - MISCELLANEOUS METAL ITEMS

206-7 TRAFFIC SIGNS.

206-7.1 General. The Contractor shall furnish or relocate and erect all traffic signage as required and specified.

All new traffic signage shall be a minimum of the encapsulated lens (high intensity) type, have an anti-graffiti protective covering and be installed on new posts. All traffic signage to be relocated shall be installed on new posts.

206-7.2 Protective Covering. Anti-graffiti protective covering shall be Type 1150-POF, manufactured by 3M Company, or approved equal.

206-7.3 Post and Base. New posts and bases shall be Ultimate Sign Support System as manufactured by Western Highway, or approved equal.

SECTION 207 – GRAVITY PIPE

207-2 REINFORCED CONCRETE PIPE (RCP).

207-2.1 General. - *Add the following sentences to paragraph 2:*
The minimum D-load for any RCP shall be 1,350. The minimum size for RCP shall be 18 inches (457 mm) unless otherwise approved by the Engineer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.4 General. The Contractor shall be responsible for all quality control for all work. The Contractor shall complete all necessary testing to ensure the quality requirements within the specifications are achieved. The Contractor shall conduct the compaction testing by a geotechnical engineering firm and the results of the testing shall be made available to the Engineer.

The City will complete assurance testing throughout the project by an independent testing firm. The City will perform the first compaction test required at any location. If such test does not meet the required specifications, the City will make additional tests until the required compaction is obtained and withhold from the final payment due the Contractor, the cost of all such additional tests. To be acceptable, tests must be ordered and witnessed by the City. Tests will be ordered by the City and performed at a location and depth as directed by the City. The Contractor shall assist the City in performing these tests as necessary. The Contractor shall provide to the City the maximum dry density and the optimum moisture content results of backfill and bedding material when requested by the City.

SECTION 214 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-4 PAINT FOR STRIPING AND MARKINGS.

214-4.1 General. - *Amend the first sentence in paragraph 4 as follows:*
"Glass beads conforming to 214-3 shall be mechanically applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. - *Amend as follows:*

Amend paragraph 3 as follows:
"The natural ground surface shall be cleared of all vegetable growth, such as trees, logs, upturned stumps, roots of downed trees, brush, grass, weeds, shrubs, ground cover, tree stumps, decorative landscape rocks, edging, railroad ties, other decorative landscape treatments, boulders, rock, portland cement concrete, and all other objectionable materials, within the limits of construction."

Add the following paragraphs:
Grubbing and removal of organic debris shall include the repair and/or replacement of all parkway irrigation piping and systems necessary to perform work on this Contract and capping pipelines until such time that permanent repairs and/or replacements have been made.

All debris removed from the project site under this item shall be disposed of at an approved dump site. All transportation costs and dump fees shall be borne by the Contractor.

Clearing and Grubbing shall include, but is not limited to, the following:

1. Removal of existing AC berms.

2. Removal of all curb and gutter, cross gutters, and spandrels shall be replaced within three (3) calendar days. The Asphalt Concrete patch for areas with curbs and gutters removed and replaced shall be placed within two (2) working days after the curb and gutter, cross gutters, and spandrels are replaced. Removal of all sidewalks shall be replaced within three (3) calendar days.

3. Saw cut and removal of poles, posts, PCC pavements, curb, gutter, and sidewalk. Holes resulting from removal of existing poles and posts from existing PCC, AC pavements and curbs and gutters, shall be filled or patched with like materials. Self-propelled drop hammers will not be allowed for removals.

4. Removal of all raised pavement markers not conforming to the approved plan or conflicting with the proposed striping as shown on the plans in accordance with Subsection 312-3, Removal, of the Standard Specifications.

5. Removal and disposal of boulders, rock or PCC.

6. All trees and shrubs less than 3m (9 ft) directly above the entire sidewalk surface shall be trimmed and removed by the contractor to allow a clear path of travel for pedestrians.

7. Irrigation system relocation:

   Any irrigation systems in conflict with the proposed improvements that are removed, damaged, disturbed, or broken shall be modified, repaired, and/or replaced to be operable and provide full irrigation coverage to the areas requiring irrigation using new materials, equal or better than the original materials, with 20 mm (3/4 in) Schedule 40 PVC being the minimum acceptable for underground lines and 13 mm (1/2 in) Schedule 80 being minimum acceptable for risers and with the systems not being out of operation for more than two (2) days. No payment for work associated with the irrigation repair will be released, until all irrigation is complete, operable and accepted by the City.

   All trees, shrubbery and lawns deprived of normal irrigation watering due to a disruption of service caused by the Contractor's operations shall be regularly and thoroughly irrigated by the Contractor so that said plantings will not be damaged. If any trees, shrubbery or lawns die or suffer unacceptable damage as a result of or precipitated by the Contractor's operations the Contractor shall replace same with the same plant species and size. Existing grass lawns within areas that must be excavated and/or re-graded shall be cut into approximate 305 mm (1 ft) squares, removed, protected, cared for and replaced as soon as possible. Dead, dying, and unacceptably damaged grass shall be replaced with new grass sod.

8. Existing inlets, slotted drains, drainage pipes, concrete gutters, drainage pipes, where any portion of such structure is within 1m of the grading plane in the excavation areas, or within 300 mm (1 ft) of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of accordingly.

9. Removal and disposal of existing drainage inlet structure and PCC or AC apron.

10. The Contractor shall dispose all materials not being salvaged outside of the right-of-way and shall pay for all costs for disposal.

11. Removal and disposal of any abandoned utilities that may interfere with the improvements.

12. Self-propelled drop hammers will not be allowed for removals.

300-1.3.1 General. - *Add the following paragraphs:*

The Contractor shall dispose portland cement concrete, stone rubble, and brick at an approved dump site.

All reprocessed asphaltic cement concrete may be placed as the lower course of crushed aggregate base material. If the Contractor chooses not to reprocess the material, disposal at an approved dump site shall be required. All costs for disposal shall be borne by the Contractor. If the Contractor chooses to reprocess material, it shall be protected and remain contaminate-free, otherwise disposal at an approved dump site will be required with all costs borne by the Contractor.

All reprocessed asphaltic cement concrete to be used as crushed aggregate base shall be ground to conform to Section 200-2.2.

300-1.3.2 (a) Bituminous Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cutting of edges to be joined shall be with a power-driven saw. The groove shall be cut to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"Where bituminous pavement is to be removed, a cold mill header cut of maximum 6 feet (1.8 m) in width perpendicular to the join line shall be made, and a minimum laying depth of 1 inch (25mm) of new pavement material shall be provided at the join line."

Amend the fourth sentence as follows:
"The edges of existing concrete pavement adjacent to the trench shall be saw cut to neat straight lines for the purpose of removing the damaged pavement areas."

Add the following sentence:
Work under this item shall include asphalt concrete berms.

300-1.3.2 (b) Concrete Pavement. - *Amend the following:*

Amend the second sentence as follows:
"Saw cuts shall be made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"If a saw cut in concrete pavement falls within 5 feet (1.5 m) of a construction joint, cold joint, expansion joint, or edge, the concrete shall be removed to the joint or edge."

300-1.3.2 (c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways and Alley Intersections. - *Amend the following:*
Amend the first sentence as follows:
"Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 4 inches (102 mm)."

Amend the third sentence as follows:
"No section to be replaced shall be smaller than 36 inches (1 m) in either length or width."

Amend the fourth sentence as follows:

"If the saw cut in sidewalk or driveway would fall within 36 inches (914 mm) of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches (300mm) of a score mark, the saw cut shall be made in and along the score mark."

Amend the fifth sentence as follows:
"curb and gutter shall be sawed to a depth of 4 inches (102 mm) on a neat line at right angles to the curb face."

300-1.3.2 (d) Striping and Markings. All existing striping, markings and raised pavement markers shown to be removed or necessary to be removed from paving areas. This item includes removal in compliance with applicable laws and cleanup of residue from the operation.

All striping, markings and raised pavement markers removed beyond the limits shown on the plans for and/or at the convenience of the Contractor shall be replaced at the Contractor's expense.

300-1.3.2 (e) Structures. All existing concrete structures (reinforced or non-reinforced) as shown on the plans to be removed or abandoned, including but not limited to, undersidewalk drains, manholes, headwalls, bulkheads, drop inlet structures, energy dissipaters, catch basins, vaults and pipelines. Abandonment shall include all cuts and concrete plugs necessary to seal ends or openings of abandoned pipes or structures.

300-1.3.2 (f) Rock Curbs. All rock from rock curb removals, as shown on the plans or required for construction of the project, shall be transported, delivered and unloaded at a storage site as directed by the Engineer.

300-1.3.2 (g) Miscellaneous Removals. All other removals of facilities, as shown on the plans but not covered under separate bid items, and any underground facilities found during the work and not shown on the plans shall be performed. The City has endeavored to show all known underground facilities but is not responsible for unknown or abandoned facilities. Unknown underground facilities shall be paid as extra work.

300-1.3.2 (h) Miscellaneous Relocations. All relocation work as shown on the plans or required for construction of the project, but not covered under separate bid items, shall be included as a part of Subsection 300-1 Clearing and Grubbing. All relocation work performed as a part of clearing and grubbing work shall conform to the requirements and specifications of the agency or utility having jurisdiction over the item to be relocated.

300-1.4 Payment. - *Add the following sentence to paragraph 1:*
Payment for work on this item shall be made as a percentage of the work completed at each monthly payment.

300-2 UNCLASSIFIED EXCAVATION.

300-2.2.2 Wet Material. - *Amend the second sentence of the paragraph:*

"If such high moisture content is not the result of any action on the part of the Contractor, or inaction in protecting the work during the course of the contract, the work involved will be paid for in the following manner: Over-excavation and disposal work shall be considered "extra work," with backfill and compaction of crushed aggregate base paid under the appropriate bid item in these specifications."

300-12 MISCELLAENOUS GRADING. The parkway, whether landscaping exists or not, shall be graded and compacted to achieve drainage towards the street at a slope of 2%. Grading shall be coordinated such that it is the last item of work to be completed, prior to site clean-up. Loose material and dirt shall be raked, compacted and distributed throughout the parkway area. Areas adjacent to installed improvements must be graded to a level within one inch from the finished surface. Extra dirt/fill shall be removed from the project in accordance with Specifications.

The Contractor, at his expense shall photo-document pre-construction conditions prior to starting excavating. After construction is completed, the Contractor shall photo-document the finished grade. The Contractor shall provide the City with said photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc). The Contractor shall keep a copy of the photos (either electronically or hard copy) and provide the City with electronic copies of the photos.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

301-1.3 Relative Compaction. - *Amend the second sentence of paragraph 1 as follows:*
"When base material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches (150mm) of such subgrade material shall be compacted to a relative compaction of 95 percent."

301-2.1 General. – *Add the following paragraphs:*
The contractor shall use 'crushed aggregate base' or 'crushed miscellaneous base, fine graded' as the base material. The use of 'processed miscellaneous base,' 'select subbase,' or 'disintegrated granite' shall not be used as base material.

The contractor may use 'pulverized miscellaneous base' (grindings) as part of the crushed base material. Said grindings shall be uncontaminated and placed in an even thickness as the lower course of crushed base material. Spreading and compacting shall comply with Sections 301-2.2 and 301-2.3.

301-2.3 Compacting. – *Amend the second sentence of paragraph 3 as follows:*
"Compaction in the excepted areas shall be as specified in 211-1 with each layer of compacted base material having a minimum relative compaction of 95 percent."
301-2.4 Measurement and Payment. – *Add the following paragraph:*
Payment shall be made for cold-planing, storing, placing, and compacting reprocessed asphalt concrete pavement (grindings) as part of the crushed aggregate base (CAB) material. The volume

of grindings placed shall be figured and a tonnage figure computed using 9.35 kg/m^3 (150 pounds per cubic foot). This tonnage figure shall be paid as part of the crushed aggregate base tonnage for this project.

301-7 FULL DEPTH RECLAMATION WITH MECHANICAL STABILIZATION (FDR-25)

301-7.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 25 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

301-7.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of roots, weeds, wood, and construction debris. All grass and other vegetation shall be removed from the edge of the exiting pavement or lip of gutter pan to prevent contamination of the pulverized bituminous material during the milling operation.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-7.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   - 4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   - 4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final subgrade surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized asphalt material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-7.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture prior to shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.

The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

301-7.5 Finishing. The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

301-8 FULL DEPTH RECLAMATION WITH CEMENT STABILIZATION (FDR-200)

301-8.1 Description. This rehabilitation alternative consists of pulverizing the existing asphalt concrete (AC) layer along with the underlying unbound material to a depth of 6, 9 or 12 inches per plan and specifications. The properties of this layer are considered to be similar to an Aggregate Subbase material with a modulus of at least 200 ksi.

The manufacture of the recycled base course shall be done in-place by pulverizing and blending the existing AC layer and base materials, if present, and adding cement. Micro-cracking of the completed cement stabilized surface is required before HMA is to be placed directly on top of the cement treated surface, regardless of the AC thickness. The process shall be accomplished in accordance with these specifications and conform to the lines and grades shown in the plans or as established by the engineer.

The cement content must be 2% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 6” FDR section. The cement content must be 3% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 9” FDR section. The cement content must be 4% by dry weight of FDR with cement with a dry unit weight of 130 lb/cu ft for 12” FDR section. Cement must be Type II or Type V Portland cement specified in ASTM C 150/150M.

301-8.2 Construction. The asphalt concrete surfacing and underlying base materials shall be pulverized such that 100 percent of the material will pass a two-inch sieve and a minimum of 90 percent will pass a one and one-half inch sieve. All materials other than rock and pulverized asphalt concrete shall be broken up such that these materials will pass a one inch sieve. The pulverized materials shall be free of grass and vegetation, and construction debris to prevent contamination of the pulverized materials. Mixing shall continue until, and at the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials are achieved.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil. Excess pulverized material is the surplus that results after trimming and grading the pulverized pavement section to the lines and grades matching existing and/or per plans and specifications. Excess pulverized material shall consist of non-treated well mixed pulverized AC pavement and subgrade.

Do not start pulverized roadbed activities if the ambient air temperature is below 40F. If the ambient air temperature falls below 40F, you may only compact and finish pulverized roadbed. Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

301-8.3 Surface Preparation. Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
   - 4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
   - 4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

Final pavement surface shall slope away from the street centerline to a maximum of 3% grade. Pulverized material must be used as base material to meet new cross slope requirements. Native sub-grade material may need to be hauled off to allow for the use of all the pulverized base material. No additional compensation will be allowed for any sub-grade removal and haul-off if required. Any contaminated material will be removed and disposed of by the contractor off site at his expense. Any shortage of material, caused by premature disposal of the indicated surplus material by the contractor, shall be replaced by it and no additional compensation will be allowed for such replacement.

301-8.4 Spreading, Mixing, and Compacting. Do not use a heating device to soften the pavement. Remove any visible oversized materials in the pulverized roadbed mixture before shaping and compacting. If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

Recycling shall be performed to the depth provided in the plans, while incorporating stabilizing agents, mineral filler, additional aggregate and water. Mixing shall continue until, and the speed of the recycling unit adjusted to ensure, a homogenous mixture of the above materials and pulverized materials is achieved. Pre-cutting, grading and light compacting of the recycled material shall be performed prior to incorporation of the stabilizing. Spread cement uniformly over the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR with cement area. The application rate must be the mix design rate or the ordered application rate in lb/sq yd ± 0.5 percent. The application rate of all stabilizing agents shall be continuously monitored. If the measured application rate falls outside the above tolerance, then the recycling operations shall be stopped and corrected before proceeding. Do not spread cement and aggregate before pulverizing.

Water must be injected through the pulverizing machine. The injection rate of mixing water must be sufficient to produce the FDR with cement material mixing moisture content. The water content of the stabilized material shall be monitored closely to ensure proper compaction. Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark. Before compacting, remove solids larger than 3 inches in any dimension by hand.

Immediately after pulverizing and mixing, compact FDR with cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of initial compaction before trimming. During grading and final compaction add water to maintain the mixing moisture content as described in the mix design. Do not allow more than 2 hours to elapse from the time water is added to the aggregate and cement to completion of final compaction after trimming.

Longitudinal joints between adjacent stabilization passes shall be overlapped at least 4 inches. Transverse joints between the recycling process shall be saw-cut, if necessary, to provide a vertical clean face to ensure proper compaction. Compaction of cementitious stabilizer begins within 20 minutes after mixing and achieving gradation and moisture requirements.

According to the Section 301-2.3, the compaction shall always be commenced along the edge of the area to be compacted and the roller shall gradually advance toward the center of the area to be compacted. Rollers shall be operated along lines parallel or concentric with the centerline of the road being constructed, and no material variation therefrom will be permitted. All rollers must be maintained in good mechanical and working condition.
The relative compaction of each layer of compacted base material shall not be less than 95 percent. ASTM D2922, Methods of Density of Soil and Soil Aggregate in Place by Nuclear Methods, (or ASTM D1556). After compaction, the sub-grade shall be firm, and unyielding.

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent FDR with cement.

301-8.5 Finishing. Once the entire working width (full lane width plus effected shoulder width) has been stabilized, and only after primary compaction has been completed, the entire working width shall be graded to the required profile and cross-slope. Disturbance to the stabilized and primary compacted material shall be kept to a minimum during this grading and shaping operation.

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met. The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Immediately after compaction, apply water and roll with no vibration. The finished surface must be free of ruts, bump, indentations, segregation, raveling, and any loose material.

The completed cement treated subgrade shall be moist cured continuously until it is in a firm and unyielding condition. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. Moisture curing shall be the only method of curing prior to micro-cracking.

Micro-cracking shall be performed with several vibratory roller passes 48 to 72 hours after finish grading to prevent severe, wide cracks from forming thus reduces the potential for reflective cracking through the HMA layer. Micro-cracking shall be performed before the application of asphaltic emulsion curing seal. After micro-cracking is complete additional moisture curing may be used. Any additional water required to achieve maximum density shall be applied by spraying the surface of the stabilized material with light applications. Care shall be taken so as not to over-apply additional water to any areas of the stabilized material.

While open to traffic and before placing HMA, maintain the FDR with cement surface free of ruts, bumps, indentations, raveling, and segregation. If FDR with cement material is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

Asphaltic emulsion curing seal must be applied on the completed cement treated base immediately before placing HMA. Asphaltic emulsion curing seal must comply with Caltrans Standard Section 94, Grade SS1 or CSS1. Dilute and thoroughly mix asphaltic emulsion for curing seal at a ratio of 1 part water to 1 part asphaltic emulsion. The water must no cause premature separation of the emulsion. Uniformly apply the diluted curing seal at a rate of 0.1 gal/yd2 of cement treated base surface.

SECTION 302 - ROADWAY SURFACING

302-4 SLURRY SEAL SURFACING.

302-4.3.1 General. – *Add the following paragraphs:*
All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin. The Contractor shall provide a drive upon scale at the project site or an alternate site approved by the City. The drive on scale shall show the net weight of the aggregate bin on each slurry machine before the machine and product will be approved for applying slurry on the project.

All slurry machines are to carry, at all times, a calibrated emulsion measuring stick. The emulsion measuring stick is to be calibrated in 10-gallon increments to the slurry machine it is used on. Emulsion measuring sticks from other slurry machines will not be allowed to measure the gallons of emulsions on the slurry machines they were not calibrated to. The emulsion measuring stick is to have the slurry machine number or identification permanently marked on the stick. The gallons of emulsion are to be measured with a calibrated emulsion measuring stick and recorded before leaving and after returning to materials site. Use of a slurry machine will not be allowed if it does not have a calibrated emulsion measuring stick.

The Contractor shall furnish prior commencing work, a calibrated stick in 10-gallon increments to measure the oil in the trailer storage tanks in gallons. The measuring stick shall be calibrated to the trailer storage tank it is used on. The inspector shall check the oil in each load "in and out" and in the storage tanks at the beginning and end of each day to determine the amount of emulsion used for that day. Emulsion is not to be transferred from delivery tank to on-site storage tank before the City performs the sieve analysis on the emulsion. Aggregate used in the slurry shall not exceed a moisture content of four percent (4%) by weight of dry aggregate.

Contractor may not schedule more than 150 tons of slurry to be placed per day. Slurry may not be applied at more than 150 feet per minute.

The Contractor shall provide a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray system. The Contractor shall roll the required streets the same day they are slurried. The Contractor will be responsible for proper scheduling of the work such that the rolling can be properly done within the given time constraint. Failure to comply shall result in a $250.00/calendar day liquidated damage being assessed per incident. The cost of furnishing the roller and operator shall be included in the price paid for slurry seal.

The Contractor is hereby advised that City streets, parking lots, or other City-approved property will not be allowed as a site for stockpiling and batching. Arrangements for an acceptable site shall be the sole responsibility of the Contractor.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall

be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and reslurried with a Type I mixtures (Local Streets) or a Type II (Arterial/Collector Streets) at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

The Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least fourteen (14) calendar days prior to slurrying. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to slurrying. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for slurry seal.

Longitudinal joints must correspond with lane lines. You may request other longitudinal joint patterns if they do not adversely affect the slurry seal. Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches. Use a material, such as building paper at transverse joints and over previously placed slurry seal to prevent double placement. Remove the material after use. Use hand tools to remove spillage.

Full compensation for developing a water supply, for furnishing and placing all water required for work done in the Contract, including extra work shall be included in the prices paid for the various items of work requiring water; and no separate payment will be made therefore. The Contractor shall supply the City with licensed weighmaster's certificates of weight for all delivered aggregates to the job during the course of each day. Aggregate shall be delivered to the project only in the presence of a City representative. The Contractor shall also present weighmaster certificates for the amount of such aggregate remaining at the completion of the project at no cost to the City. Payment shall be determined by the amount that is physically placed, which cannot exceed the amount that is delivered to the job site with the certified weighmaster tickets. There shall be not outside work done utilizing materials from the tanks or stockpiles stored for the City's Contract.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The Contactor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

302-4.8 Spreading and Application. - *Add the following paragraphs:*
Prior to applying slurry seal, the Contractor shall clean, to the satisfaction of the Engineer, the street surface with a power sweeper, remove all R.P.M.'s, abrasive grind or sandblast completely all lane lines, street legends, crosswalks or other painted or thermoplastic surfaces. This is necessary to provide a good bonding surface for the slurry seal, as well as eliminate "ghosting" of the old striping and markings as the new slurry wears off over time.

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from such water. In addition, the Contactor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.

Slurry shall not be applied when the atmospheric temperature is less than 65ºF (18ºC).

The application of slurry shall not commence until after 8:00 a.m., and shall conclude at 1:30 p.m. unless other authorized by the Engineer. The slurry shall be sufficiently cured to be open to traffic by 4:00 p.m. The portions of streets to be slurried shall be closed from the time the application begins until the mixture as achieved sufficient set to be opened to traffic.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

The Contractor shall, at the direction of the Engineer, repair the reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

Each slurry crew shall be composed, at a minimum, of a coordinator at the project site at all times, a competent quick-set mixing man, a competent driver, two squeegee men, and sufficient laborers for any handiwork and cleanup.

Surface oil and grease shall be removed or sealed with shellac or an equivalent material approved by the City before the application of the slurry seal. Full compensation for surface oil and grease removal shall be considered as included in the unit cost for slurry seal.

The Contractor shall roll all cul-de-sacs (the last 250' minimum), the last 250' of dead-end streets and knuckle curves. Full compensation for rolling the slurry shall be considered as include in the unit cost for slurry seal.

During slurry seal operations, it shall be the Contractor's responsibility to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, pavement markers (reflective and non-reflective), concrete gutters, concrete cross gutters, and drainage

facilities, survey monuments and remove said covering and/for slurry seal coating after slurry sealing has been completed.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

302-4.8.1 Crack Sealing and Filling. Crack sealing shall be performed prior to the Slurry Seal application. Pavement cracks 1/4" wide and larger shall be sealed. Pavement cracks 1/8" to 1" wide shall be cleared of all loose particles of dust, dirt and laitance with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out as necessary to provide a reservoir for the sealer that will have a depth of l" to 1 1/2".

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.1 General. - *Add the following paragraphs:*
Asphalt concrete pavement structural sections equal to or greater than 3 inches (76 mm) in thickness shall be installed in two lifts. Base course aggregate material size shall be ¾ inch (19 mm) and cap course aggregate material size shall be ½ inch (13 mm). All pavement shall be placed over 4 inches of crushed aggregate base, unless compacted to 95% relative compaction.

All valves within project limits in the public right-of-way shall be raised to finish grade as a part of this work. The Contractor shall furnish and install new can or slip can materials as necessary. If new water valve lids are necessary, they shall be supplied by the Municipal Utilities and

Engineering Department. All valve can lids within the project limits in the public right-of-way shall be painted the appropriate color for the utility they represent (ie. Water - Blue, Gas - Yellow, Fire – Red, etc.).

302-5.2 Timeline of Paving Operations.
All paving operations shall follow the timeline and requirements shown below unless otherwise approved by the City:

PAVING TIMELINE				
DESCRIPTION OF WORK	**TIME PERIOD**			
	WEEK 1 (DAY 1-7)	**WEEK 2 (DAY 8-14)**	**WEEK 3 (DAY 15-21)**	**WEEK 4 (DAY 22-28)**
PAVING (START TO FINISH) (1)				
CURE PERIOD (2)				
MANHOLE ADJUST TO GRADE (3)				
STRIPING & PAVEMENT MARKINGS (4)				
TRAFFIC LOOPS (5)				
NO PARKING SIGNS ALLOWED (6)				

Note: All time periods shown above are the maximum amount of allowable time for each activity. This timeline does not apply to the installation or repair of curb and gutter, ac dikes, sidewalks, cross gutters, curb ramps, driveway approaches or truncated domes.

(1) In no case shall any street segment remain unpaved longer than three calendar days if no other work activity is being performed on that street segment. Any deviation from the timeline shall result in a penalty assessment of $1,000 per calendar day.
(2) No work except cat tracking of proposed striping is allowed during this period; therefore "No Parking Signs" shall not be installed during this activity.
(3) Once each manhole is exposed, all associated work to adjust it to grade must be completed within 48 hours. This shall include all adjustments of manholes, vaults, valve cans, etc. as required by the Contract.
(4) All cat tracking and approval of proposed striping shall occur during the cure period.
(5) Traffic loops must be installed after the approval of striping layout and prior to the installation of thermoplastic striping and pavement markings.
(6) "No Parking Signs" shall be installed per Section 7-19 of these specifications.

302-5.4 Tack Coat. – *Delete and replace with the following:*

If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of High Performance Seal (HPS) No-Track Tack at an approximate rate of 0.05 gallon per square yard shall be uniformly applied upon the existing pavement preceding the placement of asphalt concrete. The surface shall be free of water, foreign material, or dust when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Engineer.

302-5.5 Distribution and Spreading. – *Add the following:*
Unless otherwise permitted by the Engineer, the top layer of asphalt concrete for shoulders, tapers, transitions, road connections, private drives, curve widening, turnouts, left-turn pockets, and other such areas, shall not be spread before the top layer of asphalt concrete for the adjoining through lane has been spread and compacted. At locations where the number of lanes are changed, the top layer for the through lanes shall be paved first. Tracks or wheels of spreading equipment shall not be operated on the top layer of asphalt concrete in any area until final compaction has been completed or unless directed by the Engineer.

All screed extensions for paving machines shall be provided with a tamper, roller, or other suitable compacting devices.

Asphalt pavers shall be equipped with automatic screed controls and a sensing device or devices. Automatic grade and slope control shall be used for overlays.

All joints shall be sealed after rolling.

When placing asphalt concrete to the lines and grades noted in the plans or as approved by the Engineer, the automatic screed controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The Contractor shall use a ski device, the minimum length of the ski device shall be 30 ft. The ski device shall be a rigid one-piece unit and the entire length shall be utilized in activating the sensor. The Contractor may use a laser to control the screed.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the center line shall be controlled by a sensor activated by a ski device not less than 30 ft long. The end of the screed farthest from center line shall be controlled by an automatic transverse slope device set to reproduce the cross slope approved by the Engineer.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 ft. tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day; however, the

equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting the next day's work.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Subsection 302-5.6.2 - Density and Smoothness, of the Standard Specifications, the paving operation shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment. A drop-off of more than 0.15 ft will not be allowed at anytime between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 ft. nor less than 5 ft. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

302-5.6.1 General. - *Add the following paragraph:*
All asphalt concrete pavement abutting portland cement concrete gutters shall match and be flush with the gutter lip when finish rolling is complete.

302-5.6.2 – Density and Smoothness. *– Delete and replace with the following:*
The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves humps, ridges, irregularities or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

The finished surface shall meet the following smoothness criteria:

- When a 12 foot long straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade,
- When a 12 foot long straightedge is laid on the finished surface perpendicular to the centerline of the roadway and extends from edge to edge of a traffic lane, the finished surface shall not vary from the edge of the straightedge more than 0.05 feet, except at changes in grade.

If the top layer of pavement does not comply with the smoothness specifications shown, remove and replace the entire section or complete a grind and overlay of 1.5 inches or 3 times the aggregate size, whichever is greater. Grind and overlay will be considered as a repair method only when the thickness of the asphalt pavement section is greater than 1.5 inches following the required grinding. Corrected section shall be rectangular to the nearest pavement edge or lane line and to a crosswalk, concrete spandrel or other limits approved by the City. Do not begin corrective actions until the method and limit of correction is authorized by the City. If the tolerances cannot

be achieved by the methods described above, the contractor must re-pave the street section, in kind, at their own expenses.

The compaction after rolling shall be a minimum of 91 percent and a maximum of 97 percent of the density obtained on samples compacted with the California Kneading Compactor per California Test 304. Cores will be taken randomly by the City for laboratory testing per California Test 308, Method A at a frequency of three per lot. A lot shall consist of a maximum of 3,000 square yards of asphalt concrete and will be identified in the field by the City. The cores will be averaged to determine the percent of maximum theoretical density, as determined by ASTM D-2041, per lot to the nearest tenth of a percent.

Reduced payment factors for percent of maximum theoretical density will be per the following table, and will be applied to the entire lot sampled.

Reduced Payment Factors for Percent of Maximum Theoretical Density

Asphalt Concrete percent of maximum theoretical density	Reduced payment factor	Asphalt Concrete percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and replace	> 99.0	Remove and replace

In addition to the reduced payment factors below, all costs associated with the testing of the lot which resulted in values outside of the 91-97 percent range, will be withheld from the final payment due to the Contractor.

Following completion of the testing by the City, the core locations within the asphalt pavement shall be repaired by the Contractor.

302-5.6.3 Tracking. All areas receiving asphalt pavement shall be protected from tracking onto adjacent areas. Do not allow traffic on new asphalt pavement until its mid-depth temperature is below 140º Fahrenheit to minimize the tracking.

A rock dust blotter coat per Section 302-9.7 or a sand coat at a rate of 1-2 pounds per square yard shall be applied to the compacted surface for all areas where tracking is a concern. The application of tracking prevention measures shall be determined by the Contractor.

A haul route for all paving operations shall be reviewed and approved by the City prior to the start of any construction activity. No deviations from the approved haul route shall occur unless approved in writing from the City.

All tracking onto adjacent streets, striping or pavement markings shall be the responsibility of the Contractor. All striping and pavement markings shall be removed and replaced in kind by sandblasting. All tracking onto roadway surfaces may require the use of a street sweeper to the satisfaction of the City.

302-5.7 Joints. – *Add the following:*
Longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previously laid surfacing are, in the opinion of the Engineer, in such condition that the quality of the completed joint will be affected. Longitudinal and transverse joints shall be tested with a 12' straightedge and shall be cut back as required to conform to the provisions in Subsection 302-5.6.2 Density and Smoothness for surface smoothness. Connections to existing surfacing shall be feathered to conform to the provisions for smoothness.

Longitudinal joints in the top layer shall correspond with the edges of proposed lane striping. Longitudinal joints in all other layers shall be offset not less than 0.5' alternately each side of the edges of traffic lanes.

All feathered joints shall be sealed after rolling.

302-5.9 Measurement and Payment. – *Add the following:*
Reduced payment factors per 302-5.6.2 will be applied to the Contract Unit Price for lots with a Maximum Theoretical Density less than 91.0 and greater than 97.0 percent.

302-5.10 Hot Asphalt Leveling Course. Areas to receive the Hot Asphalt Concrete Leveling Course shall be determined and defined by the project manager and inspector, and identified to the Contractor in the field. Mix for hot Asphalt Concrete Leveling Course shall be 1/2 inch aggregate, C2, as defined in Section 203-6.4.3.
Areas to receive hot asphalt concrete leveling course shall be areas located near or adjacent to existing curbs and/or gutters that are potholed, or have the lip of gutter higher than the adjacent roadway. Potholes, large cracks, or ruts shall be filled to the surrounding grade elevation and compacted. Hot Asphalt Concrete Leveling Course shall be completed prior to the placement of Type II Slurry Seal, ARAM or resurfacing.

Prior to placement of asphalt concrete, the surface shall be cleaned and all debris and deleterious materials shall be removed. A tack coat meeting the material and application requirements of Section 302-5.4 Tack Coat, shall be applied prior to placement of hot mix asphalt concrete.

302-5.11 Asphalt Pavement Crack Sealing and Filling. Crack sealing shall only be performed as a repair method for conventional hot mix asphalt pavement (HMA) and not installed at project locations which will have asphalt rubber hot mix (ARHM) used as the overlay material. Crack sealing shall be performed after milling of existing asphalt surface and prior to any leveling course, if necessary.

Right after milling of existing asphalt and before crack sealing or filling, Contractor shall remove any and all weeds that are growing through cracks from the project street located within the pavement or growing between the concrete gutter and the pavement and spray a herbicide mixture of either Hyvar mixed with Roundup or Pramatol mixed with Roundup, or approved equal, at least seven (7) calendar days prior to paving. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The work shall be approved by the Engineer or his representative prior to paving. Full compensation for plant removal and herbicide treatment shall be considered as included in the unit cost for paving.

The crack sealing material shall be a hot-applied asphalt (Crafco Polyflex or approved equivalent). The crack sealing material must not be modified or diluted in any way. Pavement cracks larger than 1" wide shall be filled with the mixtures per Specification Section 203-6.4 Type E (Extra Fine).

A wand and nozzle type application shall be used to fill all cracks with crack sealing material. Crack sealing material shall be applied in two applications with the possibility of additional applications to fill the crack within the allowable tolerance. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface.

The crack sealing material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. Each crack must then have a second application of crack sealer material applied in the crack area only to within + 0.01' of the adjoining pavement surface. If the material is a cold-applied, polymer modified petroleum emulsion, sand will be applied over the crack sealing material after the second application, covering a minimum of 1 1/2 inches each side of the crack and not more than 3/4 inch higher than the top of the pavement. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.1 General. - *Delete the first sentence of paragraph 1 and replace with the following:*
"Concrete bridges, culverts, catch basins, retaining walls, abutments, piers, footings, foundations, drainage inlets, head walls, end walls, wing walls, junction structures, transition structures,

manholes, and other similar types of portland cement concrete structures shall be constructed to the lines and grades in conformity with the Plans and Specifications.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1.1 General. - *Replace the last paragraph with the following:*
No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All pull boxes, water meter boxes, and water valve covers shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

The Contractor shall barricade and protect placed PCC from all damage, marks, mars, and/or graffiti. Any PCC damaged, defaced, discolored, or defective shall be replaced at the Contractor's expense.

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps. The Contractor is to construct all access ramps in accordance with American Disability Act (ADA) Standards/California Code of Regulations Title 24 – Accessibility Regulations. If the ramps constructed by the Contractor are found to be in non-compliance with ADA Standards, the Contractor will be required to remove and replace the ramps to ADA Standards at the Contractor's expense.

303-5.1.2 Drainage Outlets Through Curb. - *Add the following paragraph*:
Coring shall be required for all drains through existing curbs.

303-5.1.3 Driveway Entrances. – *Replace the last paragraph with the following:*
Driveway approaches where required, shall be 150 mm (6") thick for single-family residential area, and 200 mm (8") thick for commercial driveway approaches.

303-5.1.4 Walk. The back of sidewalk shall be 2 inches from the street Right-of-Way line unless otherwise specified by the Engineer.

Included in the price of sidewalk construction are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished sidewalk surface, as a result of grade differentials from existing ground surface to proposed sidewalk surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

303-5.1.5 Access Ramps. Construction of curb ramps shall conform to the Type and Case appropriate for the condition, as specified on the plans and as shown within the 2012 Standard Plans for Public Works Construction, Plan 111-5. The Contractor shall be responsible to layout the proposed access ramp to comply with the maximum slope indicated on the plans or Standard Plan 111-5. The maximum slope for the ramp shall not be exceeded unless otherwise approved in writing by the Engineer. The Contractor shall remove and replace access ramps deemed non-compliant with the plans or Standard Plan 111-5.

For proposed locations adjacent to a cross gutter spandrel, sawcuts along the radius of the curb will not be allowed. The spandrel shall be replaced from expansion joint to expansion joint to the extents of the curb removal. For proposed locations adjacent to curb and gutter, sawcuts along the flowline of the curb will not be allowed. The entire curb and gutter shall be replaced from expansion joint to expansion joint as required. Sawcuts at locations other than the expansion joint will not be allowed unless approved by the Engineer. Curb cuts of the existing curb will not be permitted for installation of proposed ramp. Any deviation from these requirements will result in rejection of all work at this location and shall not be included in progress payment requests until corrected, per direction from the Engineer.

The Contractor shall verify the extents of sawcut and removal for each access ramp taking into account the maximum slope and transition area required. It shall be the Contractor's responsibility to identify required removal limits, set concrete forms and verify maximum slopes are not exceeded. The Engineer shall be present to verify the concrete forms prior to the placement of the concrete at each location, however this does not alleviate the responsibility of the accuracy of forms or slopes of the access ramp from the Contractor.

Included in the price of access ramps are retaining curbs. Retaining curbs are needed to retain soils from sloughing and eroding onto the finished ramp surface, as a result of grade differentials from existing ground surface to proposed ramp surface. Retaining curbs shall be installed when the finished surface is lower than the surrounding grade by 3 inches vertically within 6 inches horizontally. If the vertical difference in elevation is less than 3 inches, the surrounding grade shall be sloped, maximum 2:1 slope, to match the finished elevation. The height of the retaining curb shall be to the height of the existing grade it is retaining. Retaining curbs shall be located within the City's right-of-way at all times.

Access Ramps shall have truncated domes installed in accordance with standard plans and specifications. Truncated domes on new access ramps shall be Armor-Tile, Cast in Place System, or approved equal. Truncated domes installed on existing surfaces shall be Safety Sted TD, or approved equal. Truncated dome panels shall be 36"x48", inline configuration, with a spacing of 2.35" on center, and Federal Yellow in color.

The access ramp work shall include all related adjustments of pull boxes, pull box covers, signs, and protection of any underground utilities within the work area. The removal and replacement of up to 5 linear feet of sidewalk on each side of the access ramp shall be included within the cost of the access ramp. The removal and replacement of the sidewalk will allow for transition from the top of ramp to adjacent sidewalk and will be utilized as necessary.

303-5.4.3 Weakened Plane Joints, (a) General. - *Add the following paragraph:*
All weakened plane joints shall be spaced at a maximum of 3.05 m (10') feet for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

303-5.5.2 Curb. - *Replace the first paragraph with the following:*
PCC for curb and gutter shall be placed within three working days from removal of the existing PCC curb and gutter. The curb and gutter surface shall not vary more than 3 mm (0.01') from a 3

m (10') straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 3 m (10') in length, and operated longitudinally over the surface of the concrete. Form clamps shall be constructed so as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1) hour, nor more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and face of the finished curb shall be true and straight, and top surface of curbs shall be of uniform width, free from humps, sags, blemishes, or other irregularities.

303-5.5.3 Walk. - *Add the following paragraphs:*
The sidewalk surface shall not vary more than 5 mm (0.02') from the 3m (10') straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 100 mm (4") thick, except at driveways where the sidewalks shall be a minimum of 150 mm (6") thick for single family residential areas and 200 mm (8") thick for all other areas.

303-5.6 Curing. - *Add the following paragraph:*
Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4 Concrete Curing Compound, of the Standard Specifications.

303-5.7 Repairs and Replacements. - *Add the following paragraphs:*
In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint, and full width of the sidewalk. All replacement areas shall be saw cut.

303-5.8 Backfilling and Cleanup. - *Add the following paragraph:*
A minimum of 300mm (12”) wide full depth asphalt concrete pavement repair patch and an 450mm (18”) wide 1-1/2” deep grind outside of the trench width is required when cross gutter, spandrel, driveways, curb and gutter is placed adjacent to existing asphalt concrete pavement. The asphalt concrete pavement repair patch shall be placed within two (2) working days after the cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be sawcut. All work shall be in accordance with the General Permit Conditions and Trench Specifications, latest edition.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-3 CHAIN LINK FENCE.

304-3.4 Measurement and Payment. - *Delete paragraph 1 and replace with:*
Chain link fence will be measured along the horizontal projection line of the completed fence, deducting the widths of gates and openings.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. - *Add the following paragraphs:*
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during all striping operations. Refer to Section 7-8.6.

Each storm drain catch basin or storm drain inlet box shall be marked "NO DUMPING - FLOWS TO CREEK." Two coats of paint are required. Stencil shall match City's stencil. Paint and painting shall comply with the specifications.

All street resurfacing work shall include installing fire hydrant pavement markers at all fire hydrant location, whether the pavement markers were existing or not. The pavement markers shall be Type I – Two-Way Blue Retroreflective per Section 214-6 of the Specifications and installed per City's detail drawing No. 102-0. All work associated with the installation of all new, or replacement of existing, fire hydrant pavement markers shall be included as noted within the specifications.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. – *Add the following paragraphs:*
During construction, if traffic legends or lane striping are removed or paved-over for any reason, they shall be replaced immediately with temporary traffic legends or lane striping as directed by the City, and the Contractor shall place permanent traffic legends or lane striping at the end of the job or on completion of final paving. When permanent items are placed, they shall be complete markings, legends, or striping i.e.: if limit lines are disturbed, they shall be replaced to centerline or from curb to curb, whichever was existing; if a letter in a word is removed or covered, the entire word shall be replaced; and lane striping shall extend 75 feet beyond construction limits. All replacement markings, legends, or striping required to be replaced beyond the contract limits shown shall be at the cost of the Contractor and shall meet City standards. If existing striping or legends are to be removed on existing surfaces, they shall be sandblasted. Painting over striping or legends in lieu of removal will not be permitted. Pavement striping shall comply with the applicable provisions of Sections 214 and 314 of the Standard Specifications.

Where side streets with existing striping, markings and markers are encountered, striping, markings and markers shall be repainted and replaced for a minimum distance of 15 m (50 feet) from the crosswalk, stop bar or limit line.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General. - Delete and replace with t*he following:*
The Contractor will be responsible for all layout of all striping. All striping, markings and markers shall be reinstalled in their existing locations unless otherwise shown on the plans. The Contractor shall be responsible to take appropriate measures and record the existing locations.

The Contractor shall verify all dimensions in the field prior to installation of pavement striping/marking layout (Cat-Track). Should field measurements differ from the plan, the Contractor shall immediately notify City staff. No Cat-Track marks shall be placed until discrepancies are resolved.

Cat-Track must be approved by City staff prior to the installation of permanent pavement striping/marking. Contractor shall notify City staff a minimum of 24 hours prior to installation of permanent pavement striping/marking to allow for inspection and approval. If approval of Cat-Track is not obtained by the Contractor, all work required to correct the striping/marking will be at the expense of the Contractor

Cat-Track marks shall be made in chalk. Paint for the purpose of Cat-Track is prohibited. If paint is used, the Contractor must remove the paint without damaging or visually deforming the pavement surface. If damage or visual deformity within the removal area occurs, in the opinion of City staff, the Contractor shall grind and overlay the entire segment with no additional compensation. The area of the grind and overlay shall be as required by City staff and shall be a minimum of 0.10' thickness.

All visible Cat-Track markings after the installation of the permanent striping/marking shall be removed without damage or visual deformity to the pavement surface. Any damage or visual deformity to the pavement shall be remedied as noted above.

314-4.3.5 Application. - *Amend the first sentence in paragraph 8 as follows:*
"Glass beads shall be applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

314-6 GREEN BIKE LANE. Green bike lanes shall be installed per plan and conform to the technical specifications included within the contract documents and shall be Streetbond CL or approved equal.

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

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APPENDIX

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APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

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CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____Date _____

Company _____Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. **Payment of Prevailing Wage Rates**
   The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. **Apprentices**
   It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. **Penalties**
   There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. **Certified Payroll Reports**
   Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. **Nondiscrimination in Employment**
   There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. **Kickbacks Prohibited**
   Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $300 but may increase each year. This fee shall be paid during the initial registration and each annual renewal.

DO I qualify for registration?
Contractors will need to meet minimum qualification standards to be registered. These include:

- Be properly licensed with the Contractors State License Board for your trade.
- Provide evidence of workers compensation insurance (if applicable).
- Be in good standing (Have no outstanding liabilities for wages, damages, penalties due to an employee or the State, may not be under State or Federal debarment).

WHAT happens if I don't register?
Unregistered contractors working on or bidding for public works projects will be subject to an immediate $2,000 fine and the $300 registration fee to continue working on the project. Unregistered contractors may be removed from the project by the Awarding Agency. Contractors found working on public works projects without being registered also risk not being approved for registration by DLSE.

ELECTRONIC CERTIFIED PAYROLL REPORTING REQUIREMENTS

Prevailing wage law has been changed to require contractors to submit certified payrolls electronically to the DLSE.

WHO is required to submit certified payrolls?
All contractors, subcontractors and sole owner/operators will be required to submit certified payrolls electronically to the DLSE.

WHEN do I need to submit certified payrolls electronically?
If your project is awarded after April 1, 2015, electronic payroll submission is required immediately. Otherwise, electronic payroll submission will be required for all projects awarded on or after January 1, 2016.

WHERE do I submit my certified payrolls?
For now, certified payrolls can be submitted by contractors to the DLSE at: https://apps.dir.ca.gov/ecpr/DAS/AltLogin This website address will change when the DLSE implements their online electronic database system which still has not been developed. Alliant will notify contractors when this system is available.

DO I still need to submit hard copy certified payrolls?
The City of Redlands will still require hard copy submission of certified payroll reports per your contract. The requirement to submit certified payrolls electronically to the DLSE does not replace the requirement for contractors to submit payrolls to the City of Redlands.

Contact the City of Redlands regarding any questions you may have regarding the new requirements for contractor registration or online submission of certified payroll: (909) 798-7698.

PUBLIC WORKS CONTRACT AWARD INFORMATION (DAS-140)

This is not a request for dispatch of apprentices.

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: **http://www.dir.ca.gov/das/PublicWorksForms.htm** for information about programs in your area and trade. The information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTORS STATE LICENSE NO.
MAILING ADDRESS-NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME AND ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT WAS EXECUTED
	DATE OF EXPECTED/ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMAN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME AND ADDRESS OF APPRENTICESHIP PROGRAM(S)	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE/ACTUAL DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One of the Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their standards. (Enter name of Committee)

2. ☐ We will comply with the standards of_____ Apprenticeship Committee for the duration of this job only. (Enter name of Committee)

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

_____
Signature Date

_____
Typed Name

_____
Title

DAS-140 FORM - PUBLIC WORKS CONTRACT AWARD INFORMATION

(Title 8, California Code of Regulations, Section 230)
(California Labor Code, Section 1777.5 (e))

SUBMIT CONTRACT AWARD INFORMATION

Prior to commencing work on a contract for Public Works **every** Contractor shall provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade in the area of the site of the public works project that has approved the contractor to train apprentices. Contractors who are not already approved to train by an apprenticeship program sponsor shall provide contract award information to **all** of the applicable apprenticeship committees whose geographic area of operation includes the area of the public works project. This contract award information shall be in writing on a DAS Form 140, Public Works Contract Award Information or a letter which includes the following information:

(1) Contractor's name, address, telephone number and state license number;
(2) The full name and address of the public work awarding agency;
(3) The exact location of the public work site;
(4) Date of the contract award;
(5) Expected start date of the work;
(6) Estimated journeyman hours;
(7) Occupation of Apprentice;
(8) Approximate number of apprentices to be employed; and
(9) Approximate dates apprentices will be employed.

This information shall be provided to the applicable apprenticeship committee within ten (10) days of the date of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed upon the public work.
Failure to provide contract award information, which is known by the awarded contractor, shall be deemed to be a continuing violation for the duration of the contract, ending when a Notice of Completion is filed by the Awarding Body, for the purpose of determining the accrual of penalties under Labor Code Section 1777.7.

THE TOP SECTION OF THE FORM COMPLETELY FILLED OUT will provide the information required pursuant to California Labor Code Section 1777.5 and California Code of Regulations Section 230.1.

LOWER SECTION OF THE FORM Check an appropriate box (#1, 2 or 3) for your status.

In addition to the "ORIGINAL(S)" mailed to all applicable Apprenticeship Committees, a copy of this information shall also be submitted to the City of Redlands.

NOTE: The filing of a DAS 140 is not a request for the dispatch of registered apprentices

CONTRACTOR FRINGE BENEFIT STATEMENT

Project Name:	Project Location:	Today's Date:
Contractor / Subcontractor Name:	Business Address:	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. Please Include Apprentice Rates.

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____ hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Print Name and Title	Signature and Date (Wet Signature Required)

California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR: OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.: SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:

WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:

PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

Form A-131 (New 2-80)

Statement of Compliance

Date:_____

I _____, the undersigned, am the _____ with the authority to act for and on
(Print Name) (Position in Business)
behalf of _____ certify under penalty of perjury that the records commencing on _____ and ending on _____ submitted herein and consisting of ____ pages are the originals, full and corrected documents, which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individuals names,

(1) That this employer has complied with the requirements of the California Labor Code Sections. 1771, 1811, and 1815 for all performed on this public works project, and that the classifications set forth therein for each trade rate conform with the work Performed.
(2) That any apprentices employed in the above period are duly registered to a bona fide apprenticeship program registered with the State of California's Division of Apprenticeship Standards.

PAYROLL/OTHER DEDUCTIONS

1. I herein certify the *full* and complete Prevailing Wages were paid as currently published and posted by the Director of Industrial Relations, State of California and only deductions as authorized under the laws of the State *of* California or the laws of United States of America have been made from these sums.
2. All other deductions are clearly listed for each employee on an attachment as required by the Director of Industrial Relations, State of California.

OPTIONAL BENEFIT PLANS

I herein certify that all employee deductions for benefit plans are authorized and the employee(s) are signed up for the plan(s) and are receiving the benefit(s) of the plan(s) listed.

☐ WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above payroll, payment of fringe benefits as listed in the contract have or will be made to the appropriate programs for the benefit of such employees, except as noted below.

☐ WHERE FRINGE BENEFITS ARE PAID IN CASH
Each laborer or mechanic listed in the above payroll has been paid as indicated on the payroll, an amount not less the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the determination for the craft, except as noted below,

Exception(s)

Craft	Explanation
Craft	Explanation
Craft	Explanation

Remarks

_____

_____

I herein certify under the penalty of perjury all of the above is true and correct as submitted.

Name **Signature**

Date **Payroll #**

CONTRACTOR INFORMATION SHEET

Job Name: _____ Category: _____

Prime Contractor: _____

Subcontractor: _____ License#: _____

Address: _____

Phone #: _____ Payroll Report Contact: _____

Email Address: _____

Fax #: _____ Contract Amount: _____

Estimated Start Date: _____ Estimated End Date: _____

ANTICIPATED TRADES/CLASSIFICATIONS:

_____ _____

_____ _____

_____ _____

SUB-CONTRACTORS (if applicable)

Name: License #: Phone/ Fax #: Contact:

_____

_____

_____

2N

APPENDIX B

CITY OF REDLANDS WORKDAY CONSTRUCTION SCHEDULE

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CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

2024

APPENDIX B

CONSTRUCTION WORKDAY CALENDAR

JANUARY

S	M	T	W	T	F	S
	1 / 1	2 / 2	3 / 3	4 / 4	5 / 5	6 / 6
7 / 7	8 / 8	9 / 9	10 / 10	11 / 11	12 / 12	13 / 13
14 / 14	15 / 15	16 / 16	17 / 17	18 / 18	19 / 19	20 / 20
21 / 21	22 / 22	23 / 23	24 / 24	25 / 25	26 / 26	27 / 27
28 / 28	29 / 29	30 / 30	31 / 31			

FEBRUARY

S	M	T	W	T	F	S
				1 / 32	2 / 33	3 / 34
4 / 35	5 / 36	6 / 37	7 / 38	8 / 39	9 / 40	10 / 41
11 / 42	12 / 43	13 / 44	14 / 45	15 / 46	16 / 47	17 / 48
18 / 49	19 / 50	20 / 51	21 / 52	22 / 53	23 / 54	24 / 55
25 / 56	26 / 57	27 / 58	28 / 59	29 / 60		

MARCH

S	M	T	W	T	F	S
					1 / 61	2 / 62
3 / 63	4 / 64	5 / 65	6 / 66	7 / 67	8 / 68	9 / 69
10 / 70	11 / 71	12 / 72	13 / 73	14 / 74	15 / 75	16 / 76
17 / 77	18 / 78	19 / 79	20 / 80	21 / 81	22 / 82	23 / 83
24 / 84	25 / 85	26 / 86	27 / 87	28 / 88	29 / 89	30 / 90
31 / 91						

APRIL

S	M	T	W	T	F	S
	1 / 92	2 / 93	3 / 94	4 / 95	5 / 96	6 / 97
7 / 98	8 / 99	9 / 100	10 / 101	11 / 102	12 / 103	13 / 104
14 / 105	15 / 106	16 / 107	17 / 108	18 / 109	19 / 110	20 / 111
21 / 112	22 / 113	23 / 114	24 / 115	25 / 116	26 / 117	27 / 118
28 / 119	29 / 120	30 / 121				

MAY

S	M	T	W	T	F	S
			1 / 122	2 / 123	3 / 124	4 / 125
5 / 126	6 / 127	7 / 128	8 / 129	9 / 130	10 / 131	11 / 132
12 / 133	13 / 134	14 / 135	15 / 136	16 / 137	17 / 138	18 / 139
19 / 140	20 / 141	21 / 142	22 / 143	23 / 144	24 / 145	25 / 146
26 / 147	27 / 148	28 / 149	29 / 150	30 / 151	31 / 152	

JUNE

S	M	T	W	T	F	S
						1 / 153
2 / 154	3 / 155	4 / 156	5 / 157	6 / 158	7 / 159	8 / 160
9 / 161	10 / 162	11 / 163	12 / 164	13 / 165	14 / 166	15 / 167
16 / 168	17 / 169	18 / 170	19 / 171	20 / 172	21 / 173	22 / 174
23 / 175	24 / 176	25 / 177	26 / 178	27 / 179	28 / 180	29 / 181
30 / 182						

JULY

S	M	T	W	T	F	S
	1 / 183	2 / 184	3 / 185	4 / 186	5 / 187	6 / 188
7 / 189	8 / 190	9 / 191	10 / 192	11 / 193	12 / 194	13 / 195
14 / 196	15 / 197	16 / 198	17 / 199	18 / 200	19 / 201	20 / 202
21 / 203	22 / 204	23 / 205	24 / 206	25 / 207	26 / 208	27 / 209
28 / 210	29 / 211	30 / 212	31 / 213			

AUGUST

S	M	T	W	T	F	S
				1 / 214	2 / 215	3 / 216
4 / 217	5 / 218	6 / 219	7 / 220	8 / 221	9 / 222	10 / 223
11 / 224	12 / 225	13 / 226	14 / 227	15 / 228	16 / 229	17 / 230
18 / 231	19 / 232	20 / 233	21 / 234	22 / 235	23 / 236	24 / 237
25 / 238	26 / 239	27 / 240	28 / 241	29 / 242	30 / 243	31 / 244

SEPTEMBER

S	M	T	W	T	F	S
1 / 245	2 / 246	3 / 247	4 / 248	5 / 249	6 / 250	7 / 251
8 / 252	9 / 253	10 / 254	11 / 255	12 / 256	13 / 257	14 / 258
15 / 259	16 / 260	17 / 261	18 / 262	19 / 263	20 / 264	21 / 265
22 / 266	23 / 267	24 / 268	25 / 269	26 / 270	27 / 271	28 / 272
29 / 273	30 / 274					

OCTOBER

S	M	T	W	T	F	S
		1 / 275	2 / 276	3 / 277	4 / 278	5 / 279
6 / 280	7 / 281	8 / 282	9 / 283	10 / 284	11 / 285	12 / 286
13 / 287	14 / 288	15 / 289	16 / 290	17 / 291	18 / 292	19 / 293
20 / 294	21 / 295	22 / 296	23 / 297	24 / 298	25 / 299	26 / 300
27 / 301	28 / 302	29 / 303	30 / 304	31 / 305		

NOVEMBER

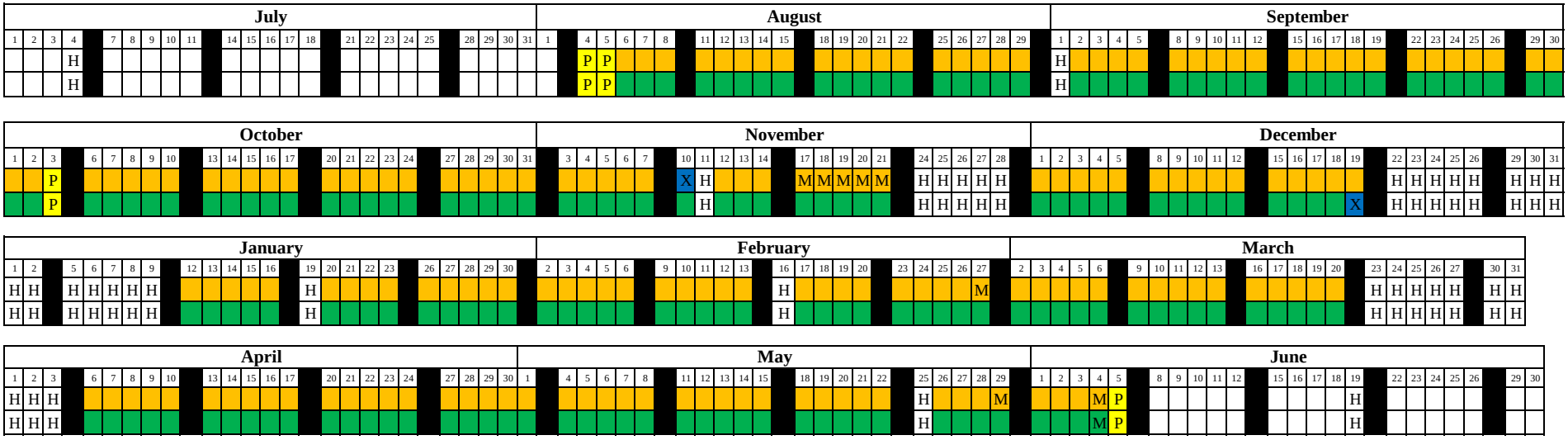
S	M	T	W	T	F	S
					1 / 306	2 / 307
3 / 308	4 / 309	5 / 310	6 / 311	7 / 312	8 / 313	9 / 314
10 / 315	11 / 316	12 / 317	13 / 318	14 / 319	15 / 320	16 / 321
17 / 322	18 / 323	19 / 324	20 / 325	21 / 326	22 / 327	23 / 328
24 / 329	25 / 330	26 / 331	27 / 332	28 / 333	29 / 334	30 / 335

DECEMBER

S	M	T	W	T	F	S
1 / 336	2 / 337	3 / 338	4 / 339	5 / 340	6 / 341	7 / 342
8 / 343	9 / 344	10 / 345	11 / 346	12 / 347	13 / 348	14 / 349
15 / 350	16 / 351	17 / 352	18 / 353	19 / 354	20 / 355	21 / 356
22 / 357	23 / 358	24 / 359	25 / 360	26 / 361	27 / 362	28 / 363
29 / 364	30 / 365	31 / 366				

City Holiday

Redlands Unified School District
Student Attendance Calendar (All Schools)
2025-2026 School Year



Holidays (No Students in Attendance)	
Independence Day	July 4
Labor Day	September 1
Veteran's Day	November 11
Thanksgiving Break	November 24 - 28
Winter Break	December 22 - January 9
Martin Luther King, Jr. Day	January 19
Presidents' Day	February 16
Spring Break	March 16 - April 3
Memorial Day	May 25
Juneteenth	June 19

End of Quarter Dates	
Quarter 1	October 3 (42 days)
Quarter 2	December 18 (47 days)
Quarter 3	March 20 (48 days)
Quarter 4	June 4 (43 days)

End of Trimester Dates	
Trimester 1	October 31 (61 days)
Trimester 2	February 27 (61 days)
Trimester 3	June 4 (58 days)

End of Semester Dates	
Semester 1	December 19 (89 days)
Semester 2	June 4 (91 days)

Attendance Days	
Students	180
Teachers	185

Elementary
Secondary

H Holiday (No Students in Attendance)
M Minimum Day (Conferences/Report Card Preparation)
P Staff Professional Day (No Students in Attendance)
X Report Card Day (No Students in Attendance)

Board Approved: 02/13/24

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APPENDIX C

STANDARD DRAWING

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

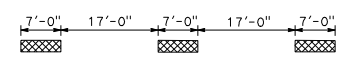
REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

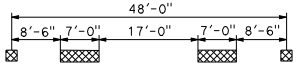
TO ACCOMPANY PLANS DATED _____

CENTERLINES
(2 LANE HIGHWAYS)

DETAIL 1



DETAIL 2



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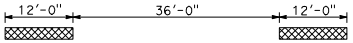
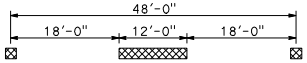
DETAIL 5



DETAIL 6



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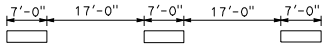
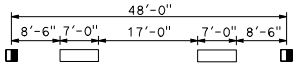
LANELINES
(MULTILANE HIGHWAYS)

DETAIL 8



DETAIL 9



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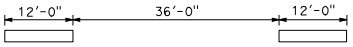
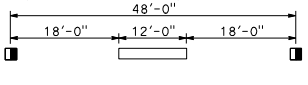
DETAIL 11



LANELINES (Cont)
(MULTILANE HIGHWAYS)

DETAIL 12



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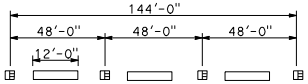
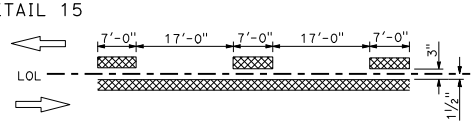
DETAIL 14A

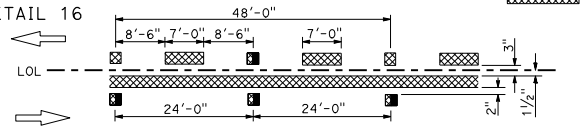


NO PASSING ZONES-ONE DIRECTION

DETAIL 15



DETAIL 16



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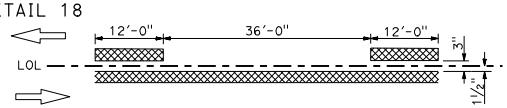
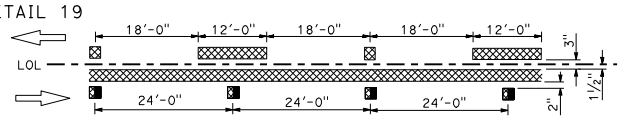
DETAIL 18



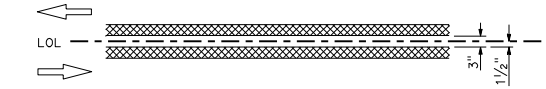
DETAIL 19



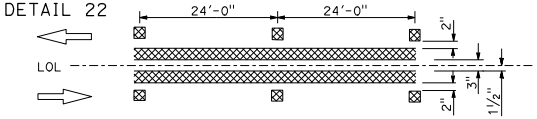
~~DETAIL 20~~ DETAIL 20 DELETED

NO PASSING ZONES-TWO DIRECTION

DETAIL 21



DETAIL 22



~~DETAIL 23~~ DETAIL 23 DELETED

LEGEND

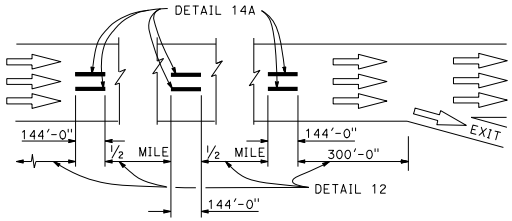
MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

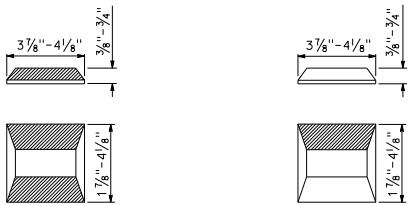
LINES

- 6" WHITE
- 6" YELLOW

TYPICAL LANE LINE DELINEATION IN ADVANCE OF EXIT RAMP



MARKER DETAILS



TYPE C AND TYPE D TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A20A DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20A
DATED OCTOBER 30, 2015 - PAGE 12 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20A

2015 REVISED STANDARD PLAN RSP A20A

5-19-17

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER Atifa Ferouz No. C80402 Exp. 3-31-19 CIVIL STATE OF CALIFORNIA

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TO ACCOMPANY PLANS DATED _____

LEGEND

MARKERS

- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

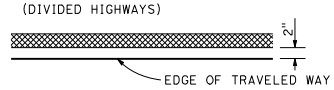
LINES

- 6" WHITE
- 6" YELLOW

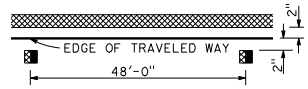
LEFT EDGELINES

(DIVIDED HIGHWAYS)

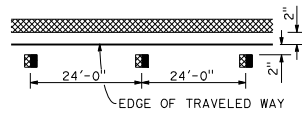
DETAIL 24



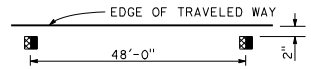
DETAIL 25



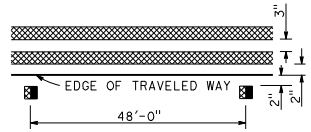
DETAIL 25A



DETAIL 26

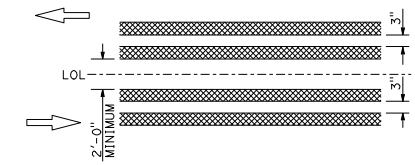


DETAIL 27

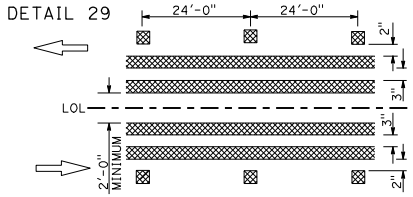


MEDIAN ISLANDS

DETAIL 28



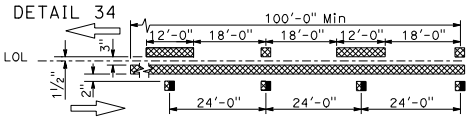
DETAIL 29

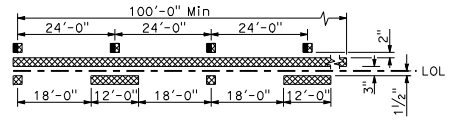


~~DETAIL 30~~ DETAIL 30 DELETED

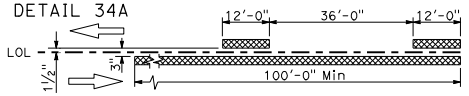
INTERSECTION TREATMENTS

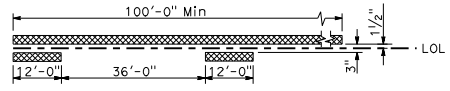
DETAIL 34



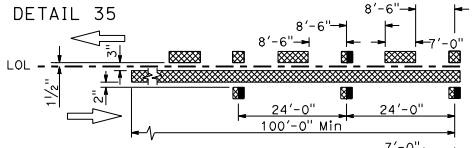


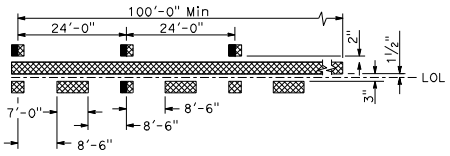
DETAIL 34A



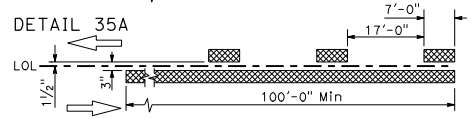


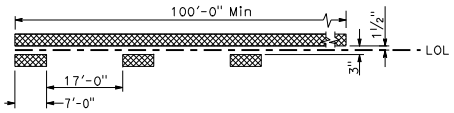
DETAIL 35





DETAIL 35A



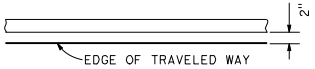


CENTERLINE INTERSECTING STREET

RIGHT EDGELINES

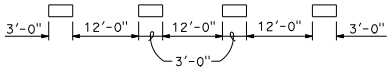
~~DETAIL 27A~~ DETAIL 27A DELETED

DETAIL 27B



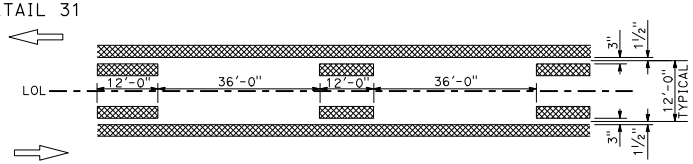
RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS

DETAIL 27C

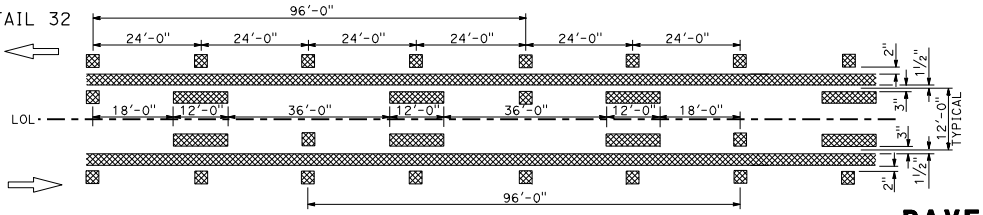


TWO-WAY LEFT TURN LANES

DETAIL 31

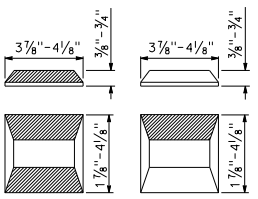


DETAIL 32



~~DETAIL 33~~ DETAIL 33 DELETED

MARKER DETAILS



TYPE D TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A20B DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20B
DATED OCTOBER 30, 2015 - PAGE 13 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20B

2015 REVISED STANDARD PLAN RSP A20B

5-19-17

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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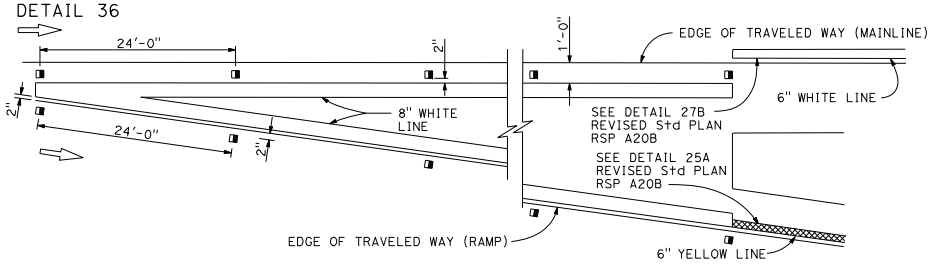
TO ACCOMPANY PLANS DATED _____

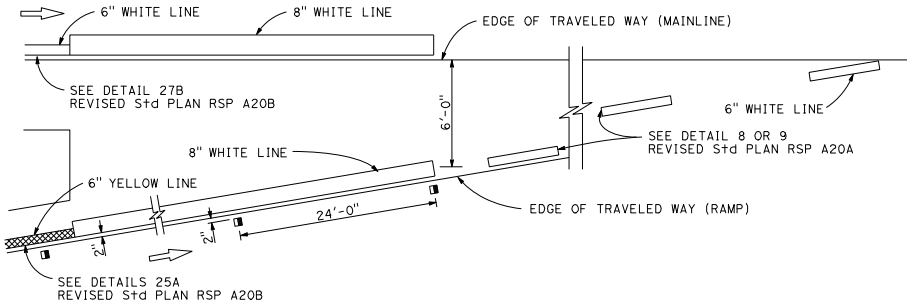
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT

DETAIL 36



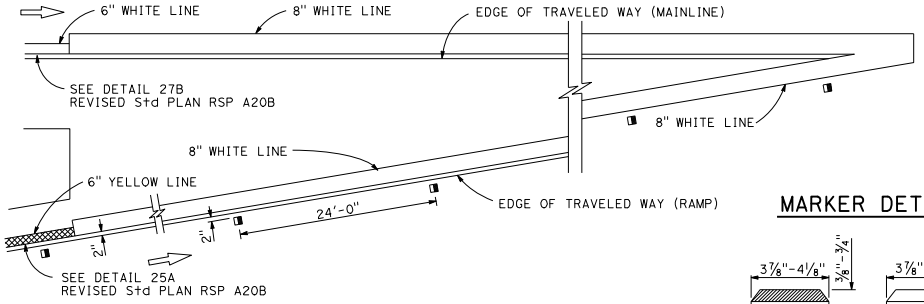
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT

DETAIL 36A



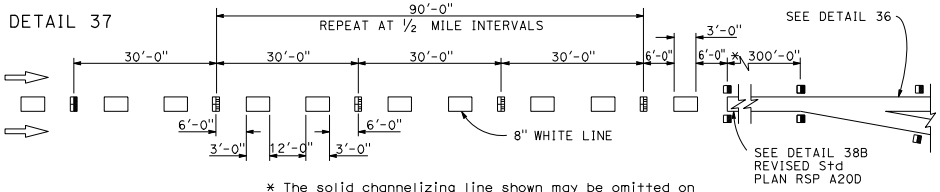
ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT

DETAIL 36B



LANE DROP AT EXIT RAMPS

DETAIL 37

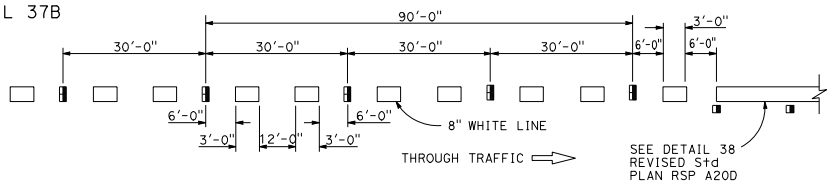


* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

~~DETAIL 37A~~ DETAIL 37A DELETED

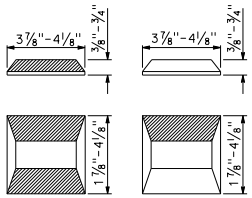
LANE DROP AT INTERSECTIONS

DETAIL 37B



~~DETAIL 37C~~ DETAIL 37C DELETED

MARKER DETAILS



TYPE C TYPE G

RETROREFLECTIVE FACE

LEGEND:

MARKERS

TYPE C RED-CLEAR RETROREFLECTIVE

TYPE G ONE-WAY CLEAR RETROREFLECTIVE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A20C DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20C
DATED OCTOBER 30, 2015 - PAGE 14 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20C

2015 REVISED STANDARD PLAN RSP A20C

3-21-17

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Atifa Ferouz
REGISTERED CIVIL ENGINEER

July 21, 2017
PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
No. C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

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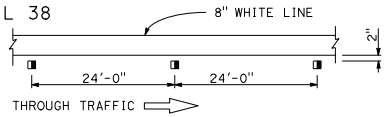
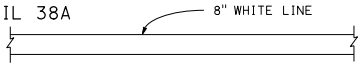
TO ACCOMPANY PLANS DATED _____

CHANNELIZING LINE

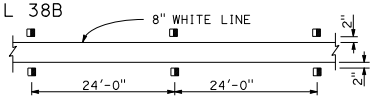
DETAIL 38



DETAIL 38A



DETAIL 38B



~~DETAIL 38C~~ DETAIL 38C DELETED

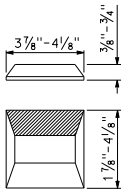
LEGEND

MARKERS

TYPE G ONE-WAY CLEAR RETROREFLECTIVE

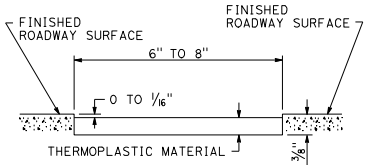
6" YELLOW LINE

MARKER DETAILS



TYPE G

RETROREFLECTIVE FACE



DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE

See Notes A and B.

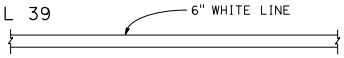
RECESSED THERMOPLASTIC NOTES

A. See typical traffic line details for pavement marking patterns.

B. The top of the thermoplastic installed in recessed pavement shall be 0 to 1/16" below the pavement surface.

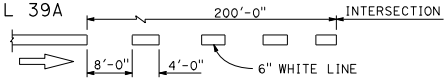
BIKE LANE LINE

DETAIL 39



INTERSECTION LINE
BIKE LANE

DETAIL 39A



LANE LINE EXTENSIONS THROUGH INTERSECTIONS

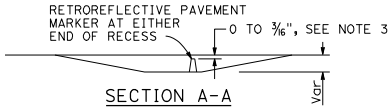
DETAIL 40

~~DETAIL 40A~~ DETAIL 40A DELETED

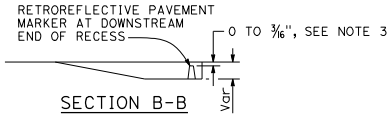
CENTER LINE EXTENSIONS THROUGH INTERSECTIONS

DETAIL 41

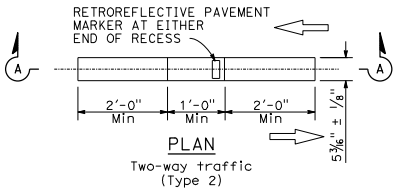
~~DETAIL 41A~~ DETAIL 41A DELETED



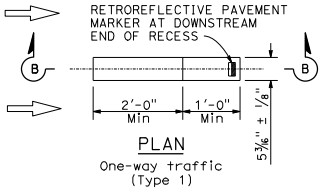
SECTION A-A



SECTION B-B

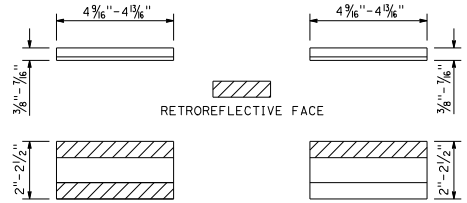


PLAN
Two-way traffic
(Type 2)



PLAN
One-way traffic
(Type 1)

RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER



TYPE C AND TYPE D TYPE G AND TYPE H

See Notes 1 and 2.

RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

RECESSED MARKER NOTES:

1. See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0 to 3/16" below the pavement surface.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

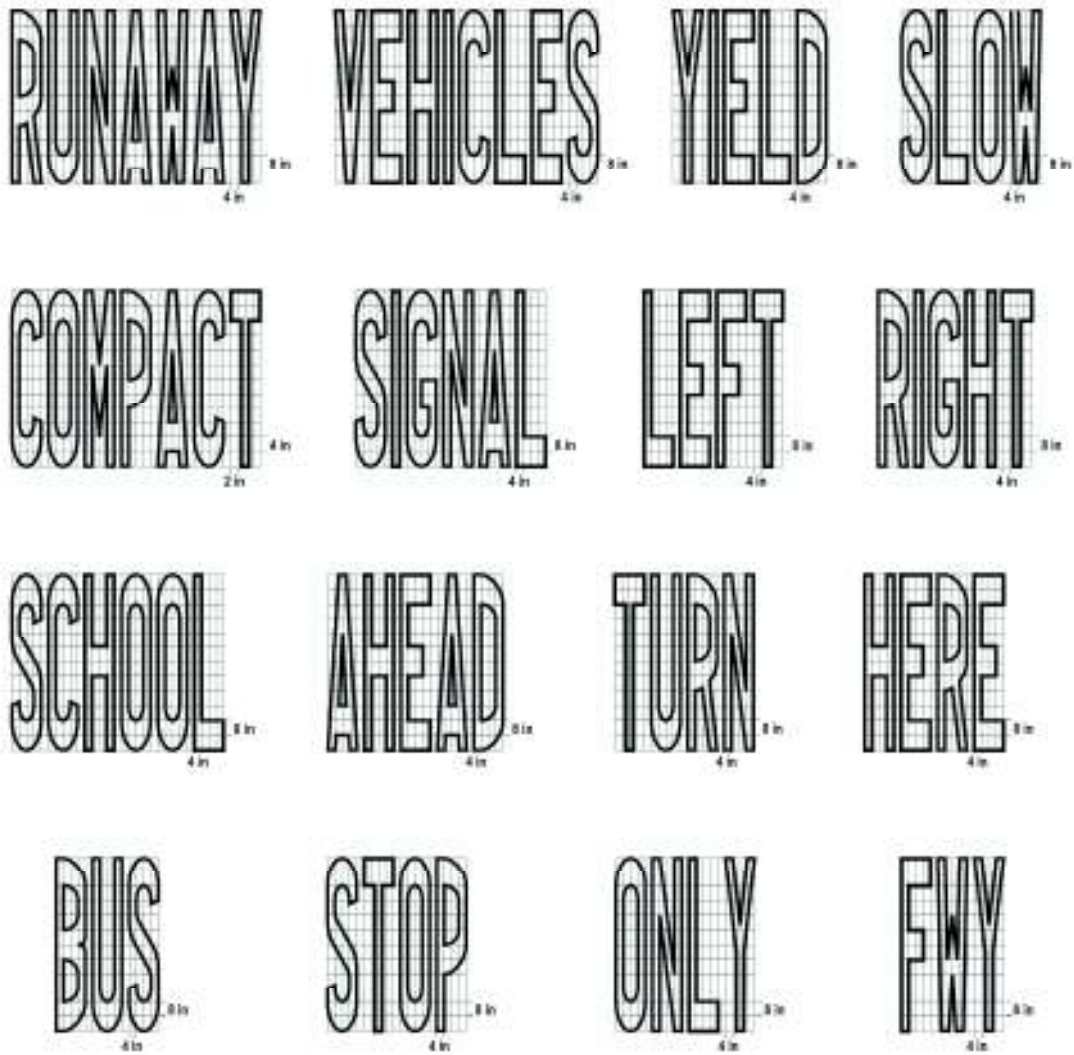
RSP A20D DATED JULY 21, 2017 SUPERSEDES STANDARD PLAN A20D
DATED OCTOBER 30, 2015 - PAGE 15 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20D

2015 REVISED STANDARD PLAN RSP A20D

3-13-17

Figure 3B-23 (CA). Examples of Elongated Letters for Word Pavement Markings (Sheet 1 of 2)

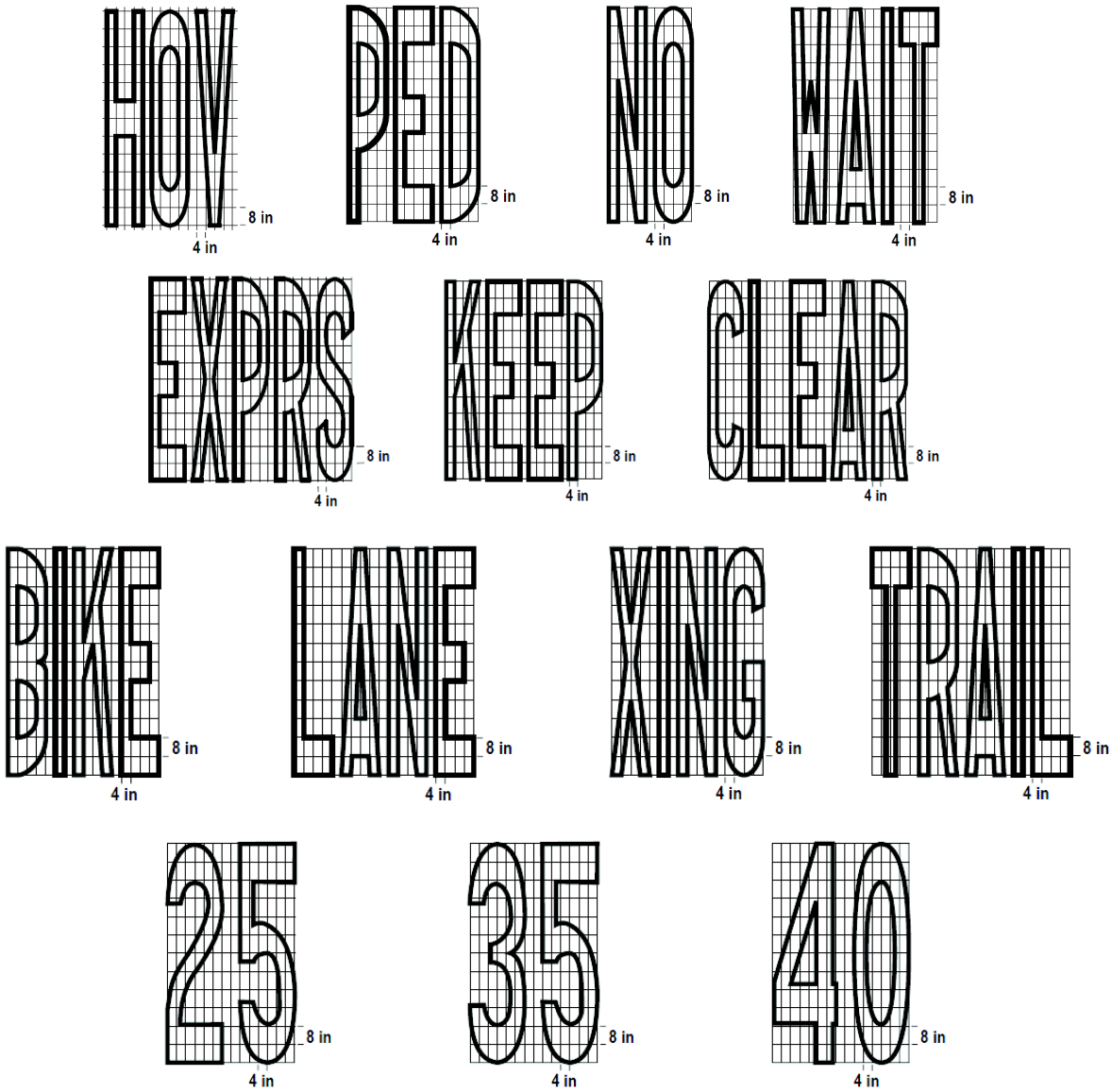


NOT TO SCALE

NOTES:

1. All letters and numerals should be in conformance with the standard alphabets for highway signs and pavement markings approved by Department of Transportation.
2. The design details for various words are also shown in Department of Transportation's Standard Plans.

Figure 3B-23 (CA). Examples of Elongated Letters for Word Pavement Markings (Sheet 2 of 2)

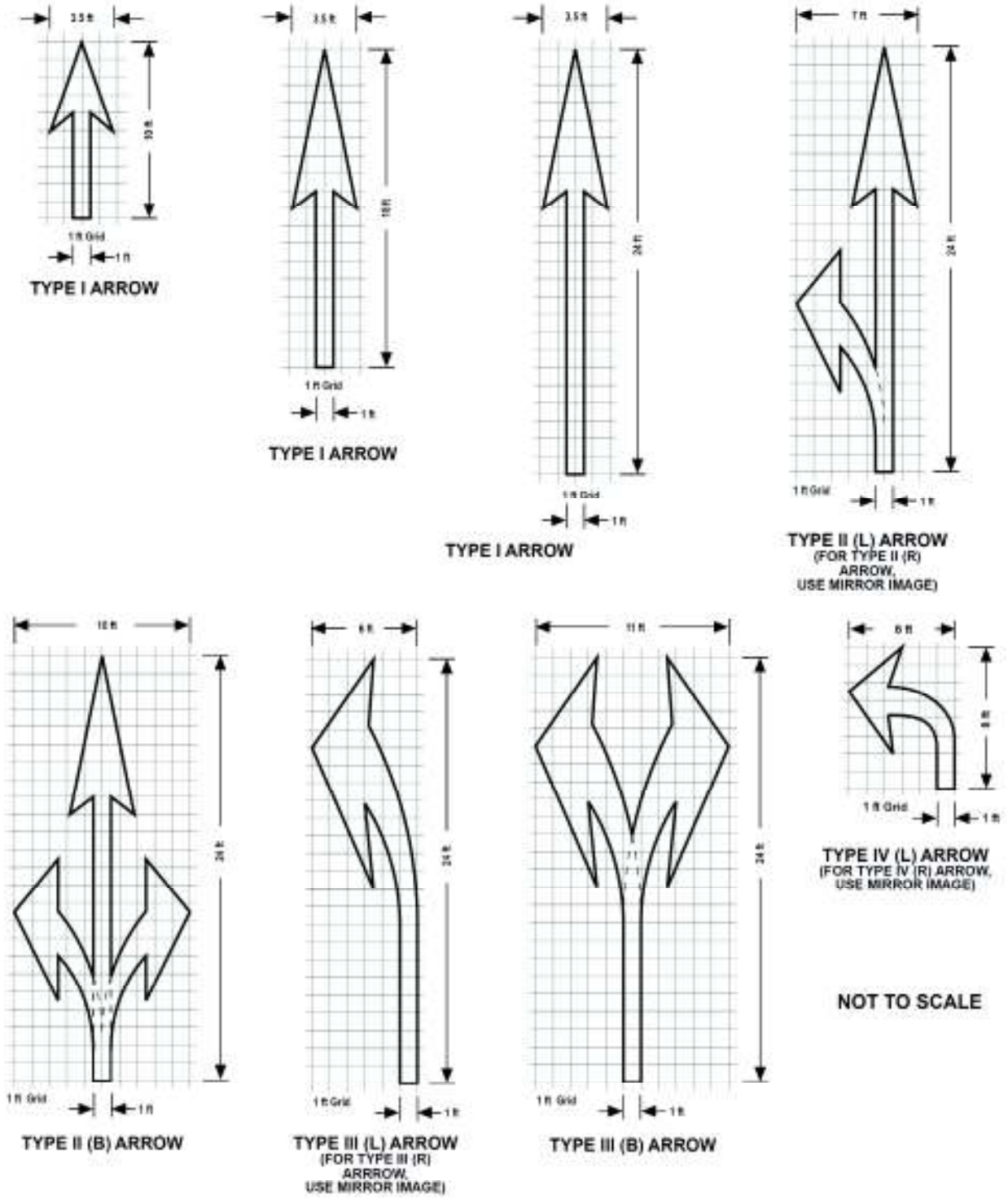


NOT TO SCALE

NOTES:

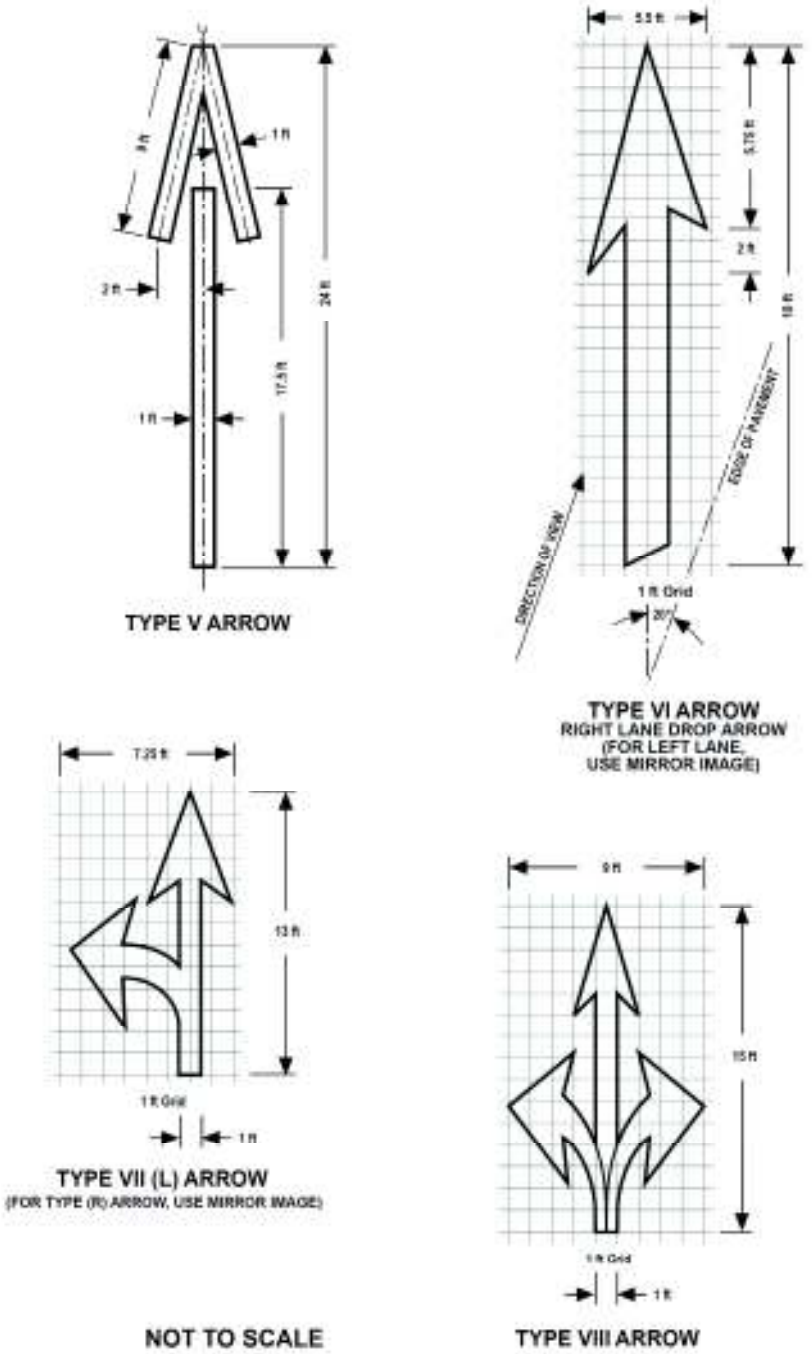
1. All letters and numerals should be in conformance with the standard alphabets for highway signs and pavement markings approved by Department of Transportation.
2. The design details for various words are also shown in Department of Transportation's Standard Plans.

Figure 3B-24 (CA). Examples of Standard Arrows for Pavement Markings (Sheet 1 of 8)



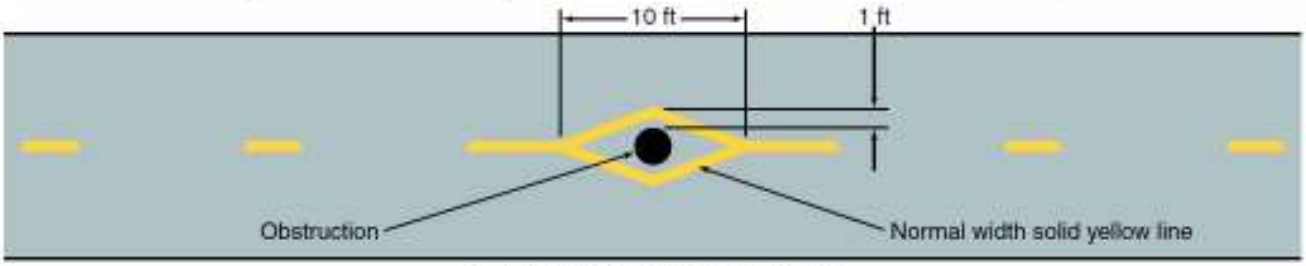
NOTE: The design details for various arrows are also shown in Department of Transportation's Standard Plans.

Figure 3B-24 (CA). Examples of Standard Arrows for Pavement Markings (Sheet 2 of 8)

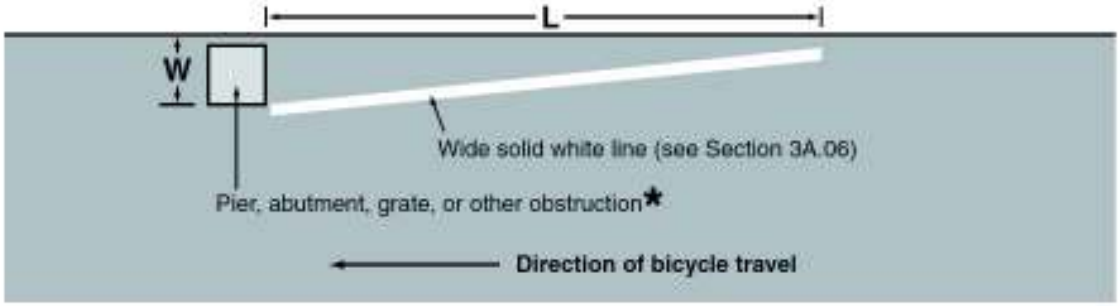


NOTE: The design details for various arrows are also shown in Department of Transportation's Standard Plans.

Figure 9C-8. Examples of Obstruction Pavement Markings



A - Obstruction within the path

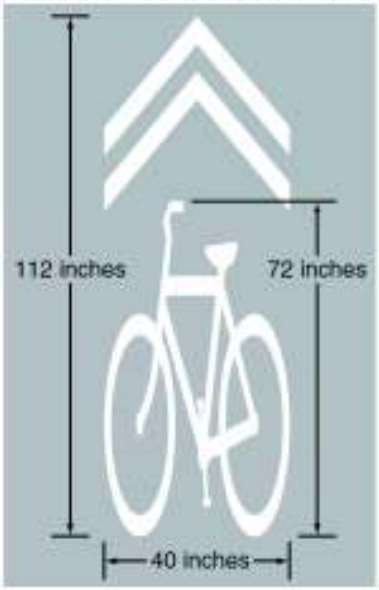


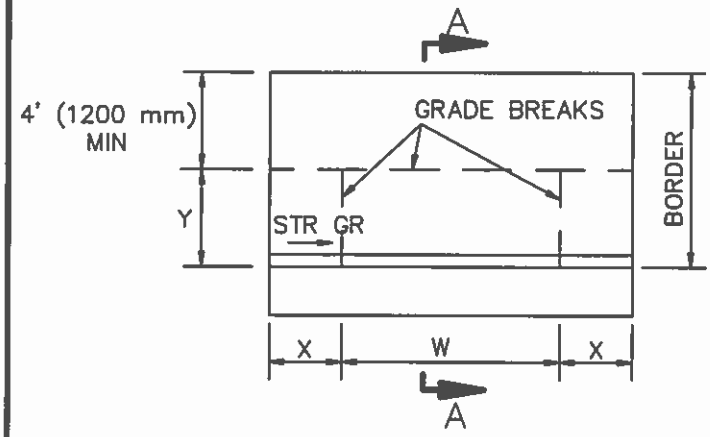
B - Obstruction at edge of path or roadway

L = WS, where W is the offset in feet and S is bicycle approach speed in mph

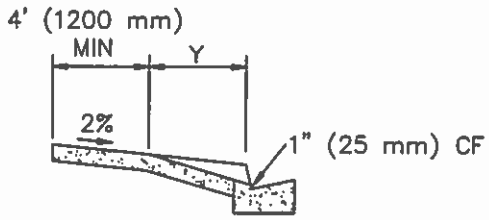
★ Provide an additional foot of offset for a raised obstruction and use the formula L = (W+1) S for the taper length

Figure 9C-9. Shared Lane Marking



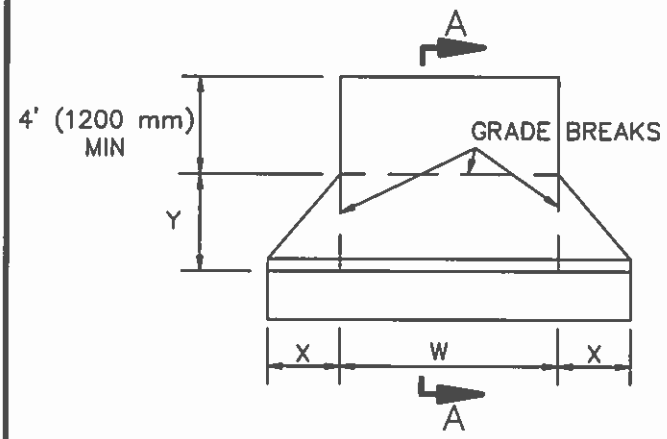


TYPE A

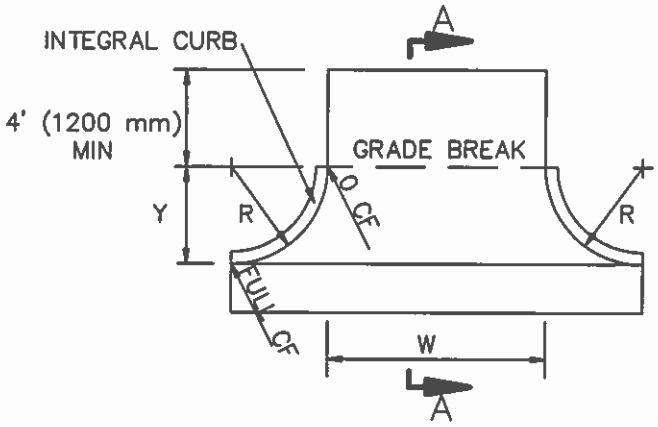


SECTION A–A

CURB FACE, inches (mm)	X, inches (mm)	Y, inches (mm)
6" (150) or less	3'–0" (900)	4'–0" (1200)
7" (175)	3'–6" (1050)	4'–9" (1425)
8" (200)	4'–0" (1200)	5'–8" (1700)
9" (225)	4'–6" (1350)	6'–6" (1950)
10" (250)	5'–0" (1500)	7'–3" (2175)
11" (275)	5'–6" (1650)	8'–0" (2400)
12" (300) or more	6'–0" (1800)	8'–9" (2625)



TYPE B



TYPE C

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 4" (100 mm) THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 6" (150 mm) THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT 10' (3.0 m) INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.
6. 560-3250-C CONCRETE TO BE USED.
7. 6-INCH THICK CLASS 2 AGGREGATE BASE SHALL BE PLACED AND COMPACTED TO 95% UNDER 6" THICK DRIVEWAY APPROACHES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

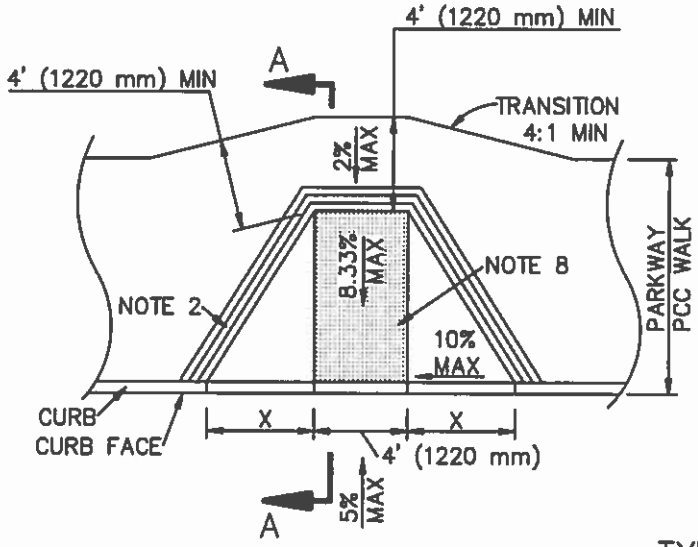
DRIVEWAY APPROACHES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

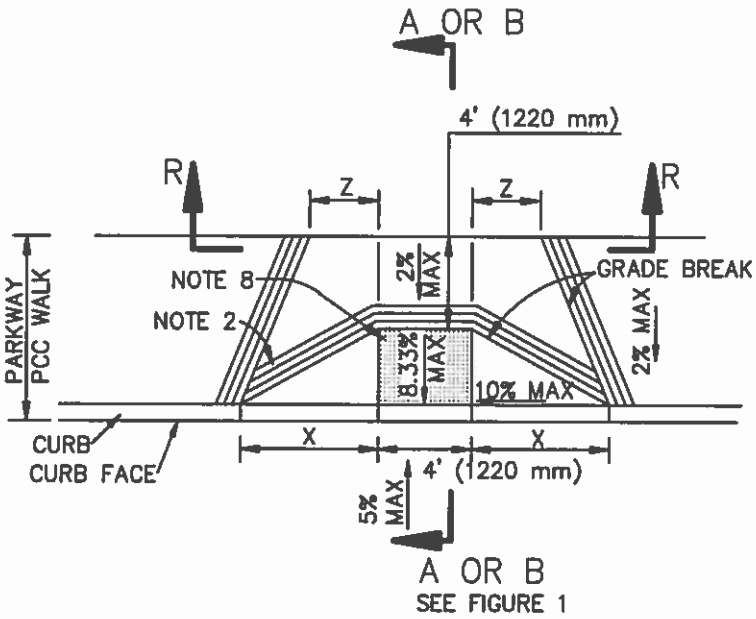
STANDARD PLAN

110–2

SHEET 1 OF 1



TYPE 1

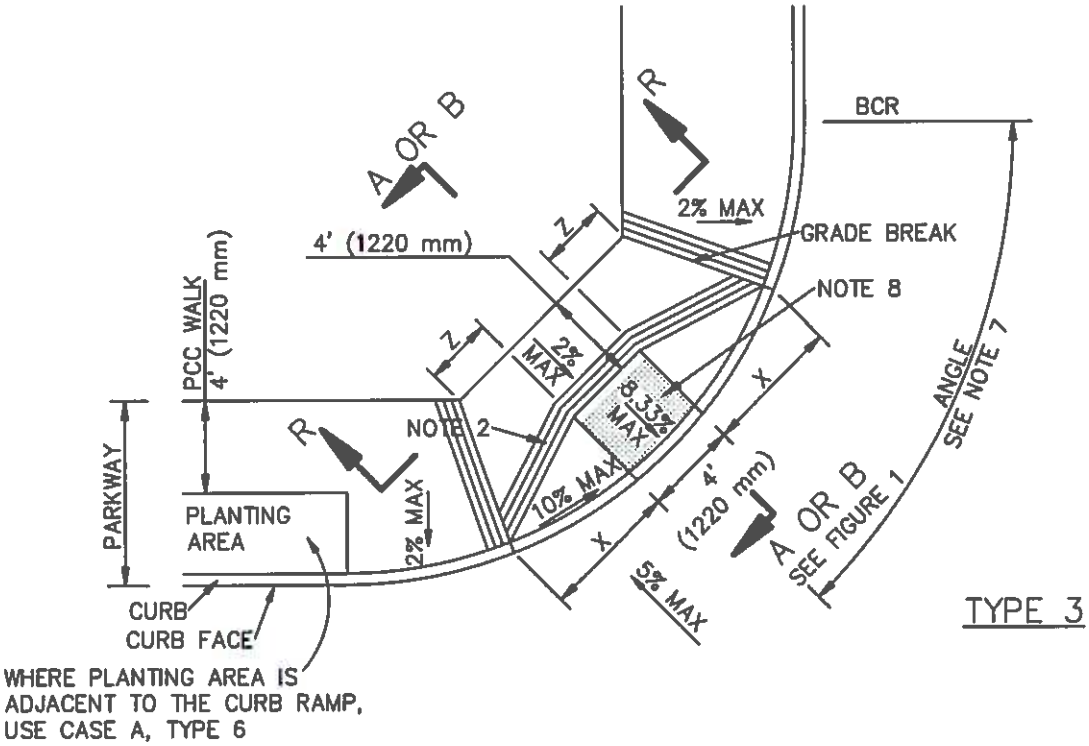


TYPE 2

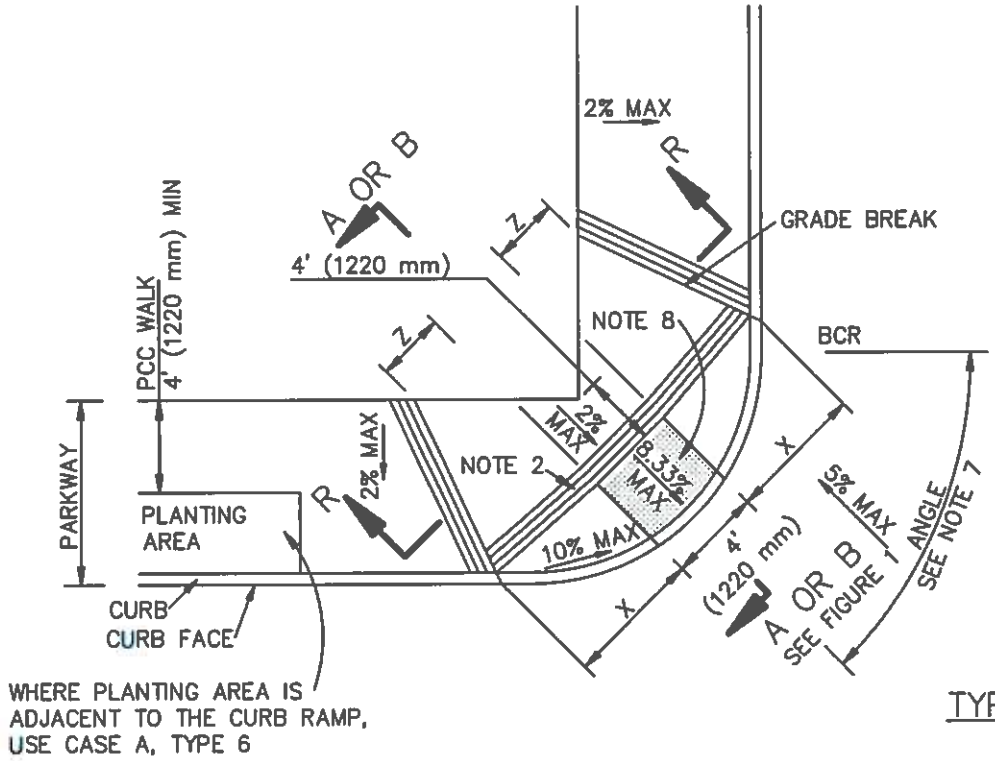
CASE A

PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION		
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1992 REV. 1998, 2000, 2005, 2009, 2013	**CURB RAMP**	STANDARD PLAN **111–5**
	USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION	SHEET 1 OF 10



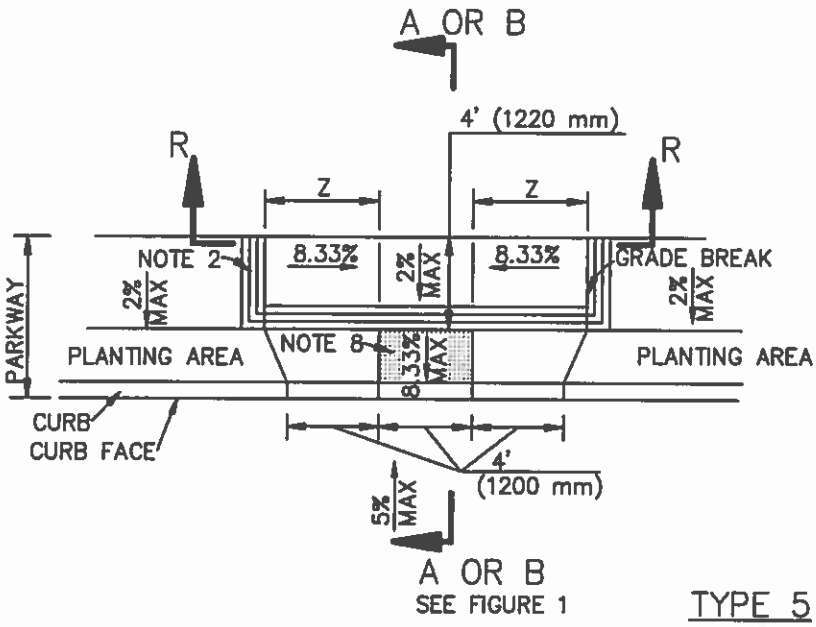
TYPE 3



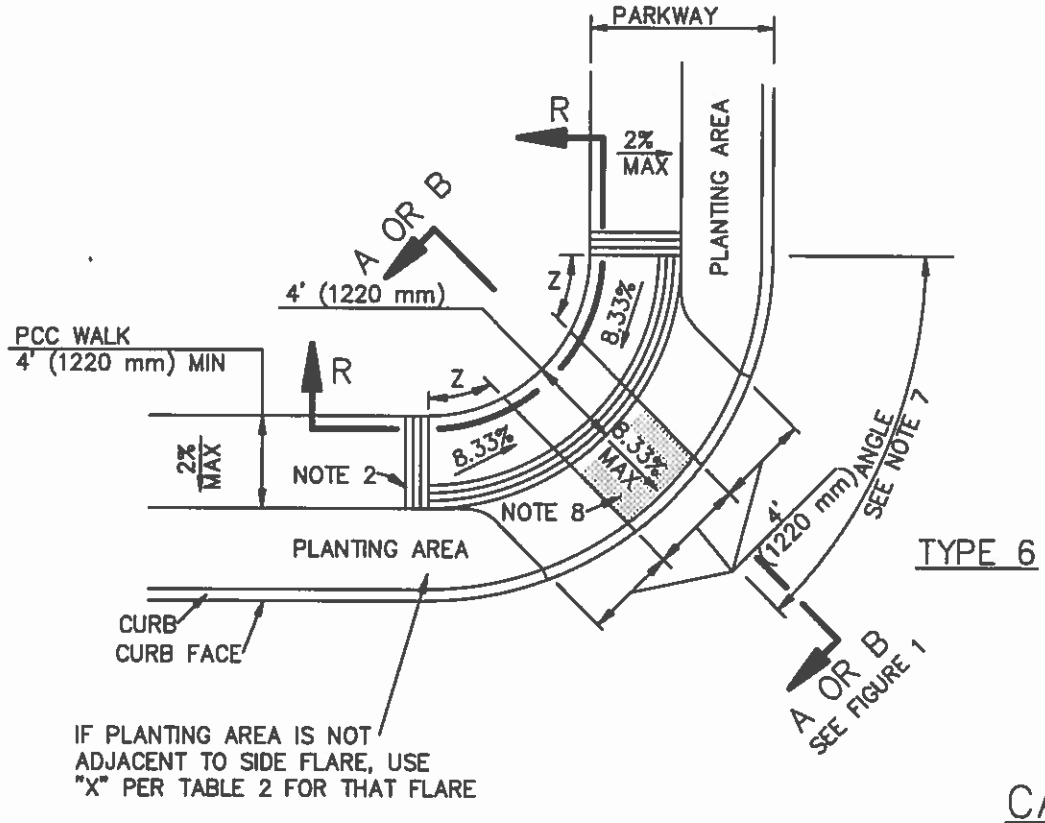
TYPE 4

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 2 OF 10



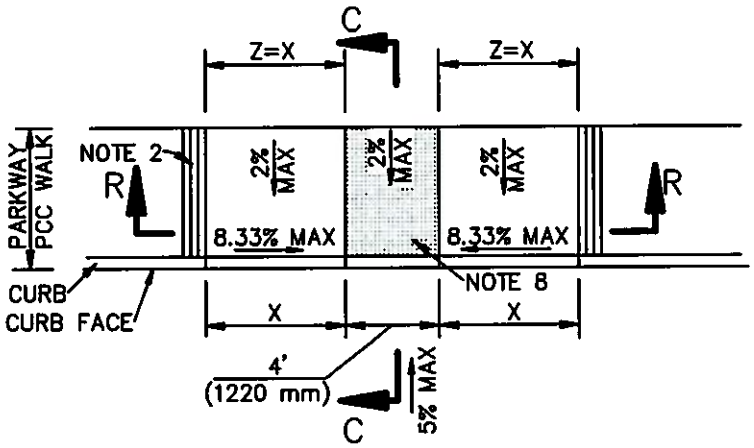
TYPE 5



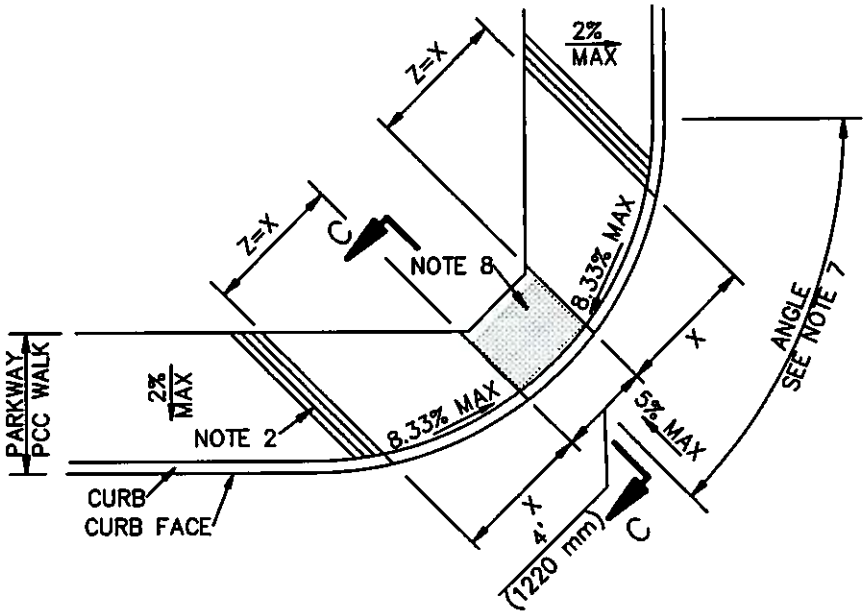
TYPE 6

CASE A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 3 OF 10



TYPE 1

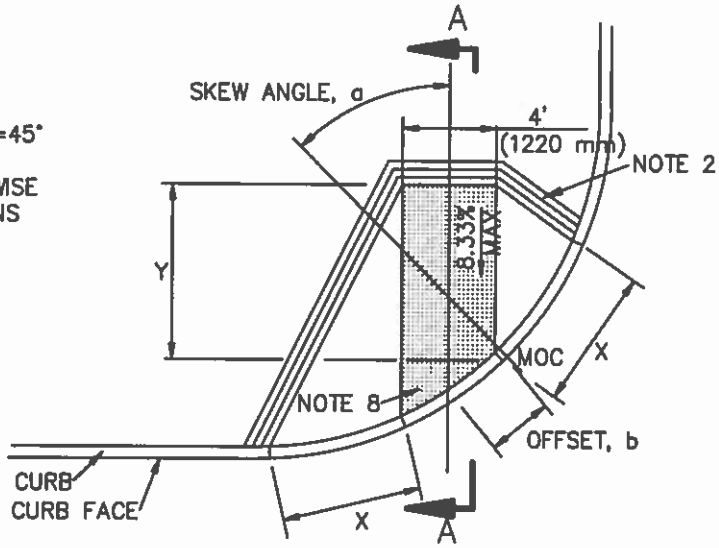


TYPE 2

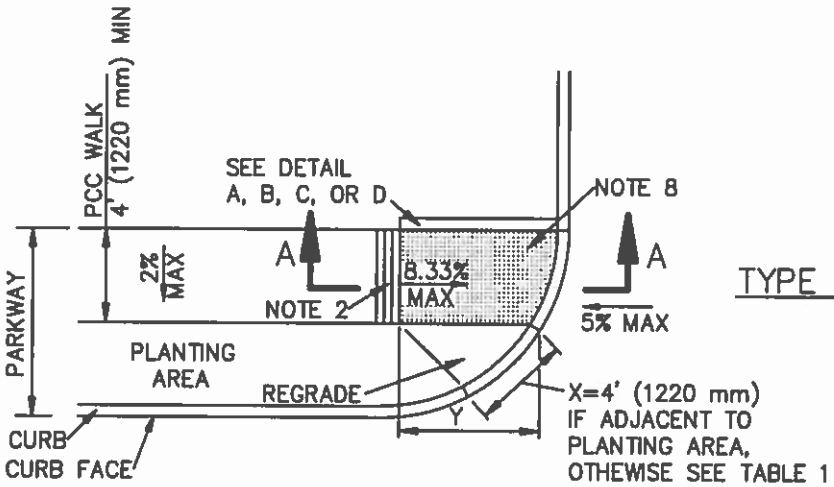
CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 4 OF 10

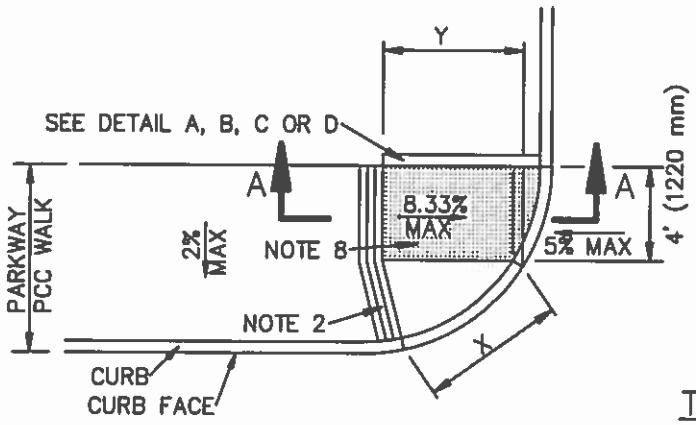
SKEW ANGLE a=45°
OFFSET b=0
UNLESS OTHERWISE
NOTED ON PLANS



CASE C



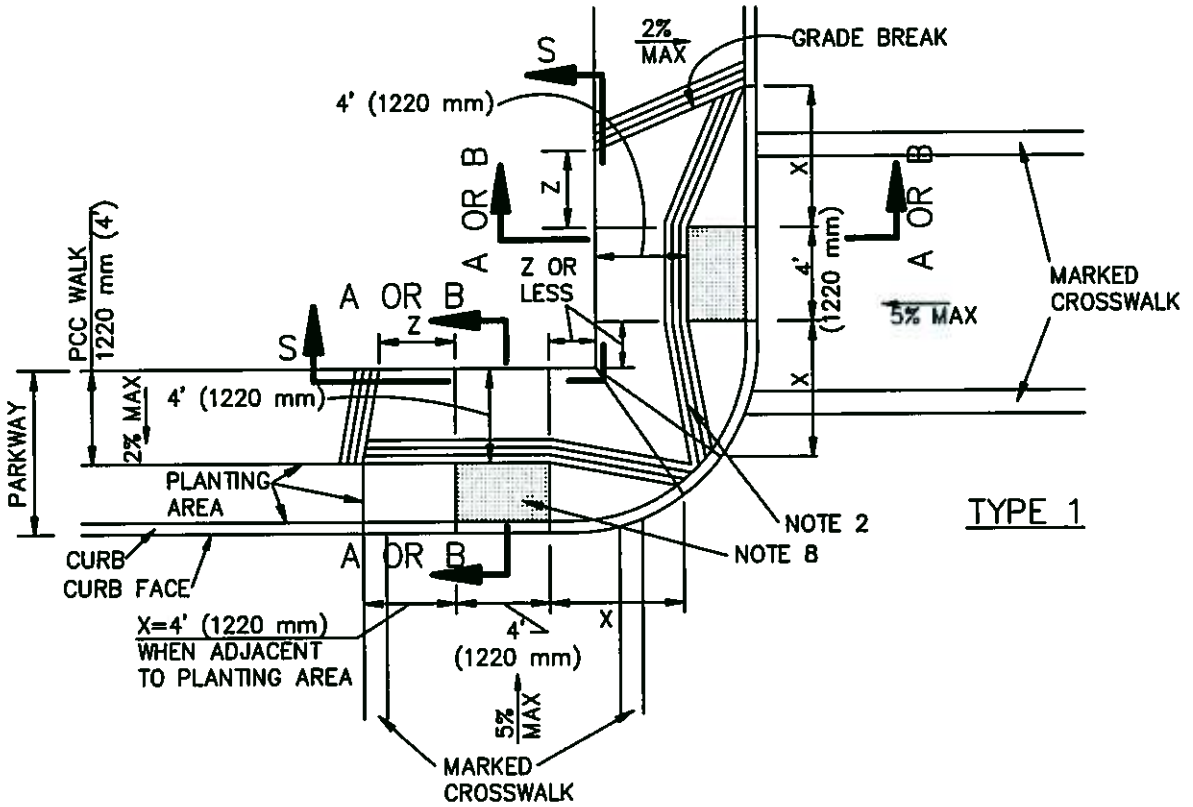
TYPE 1

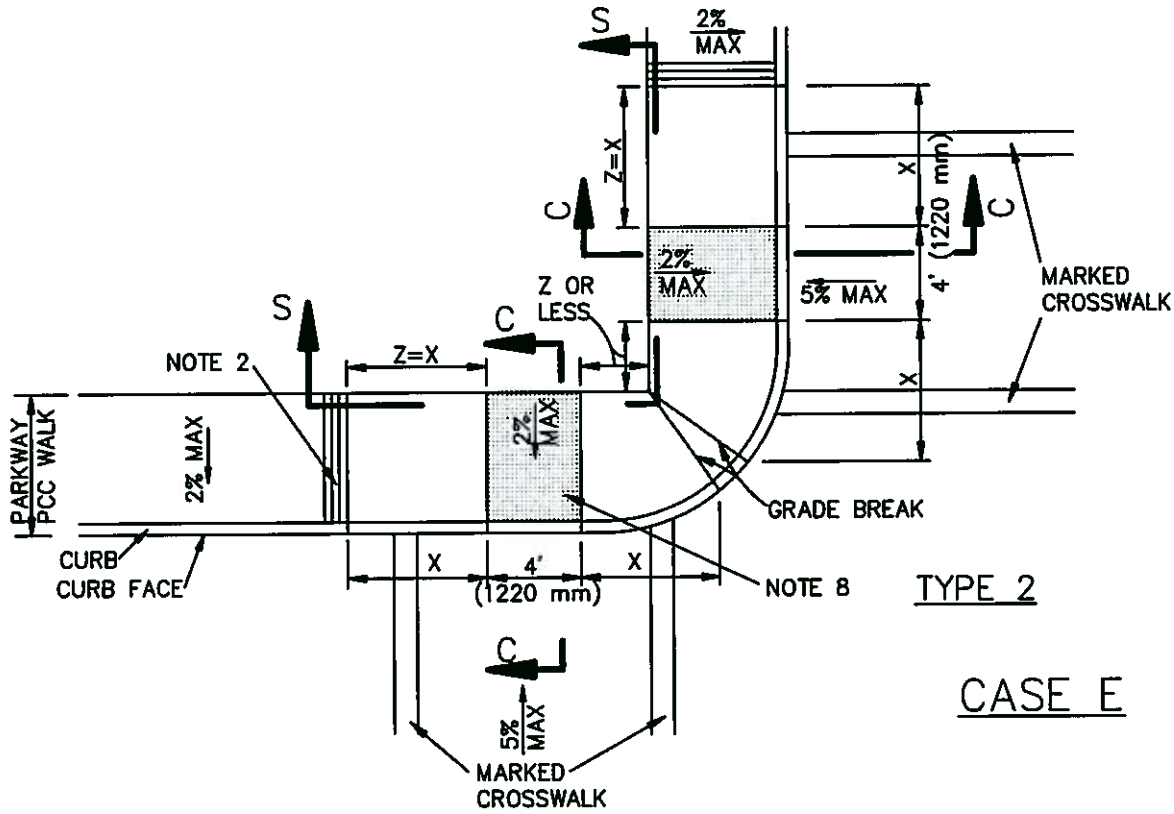


TYPE 2

CASE D

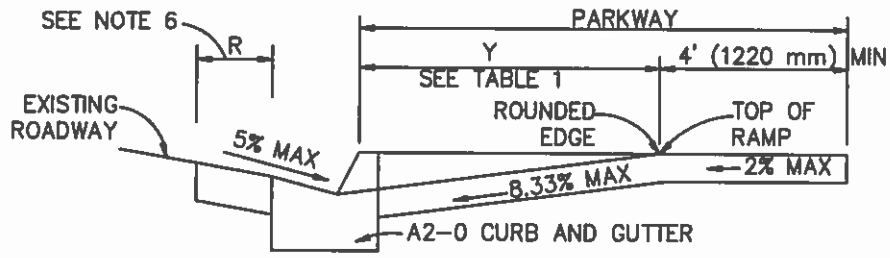
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111–5**
	SHEET 5 OF 10





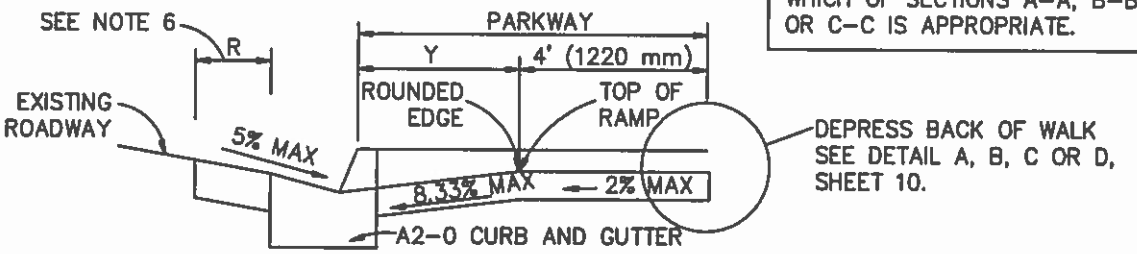
CASE E

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 6 OF 10

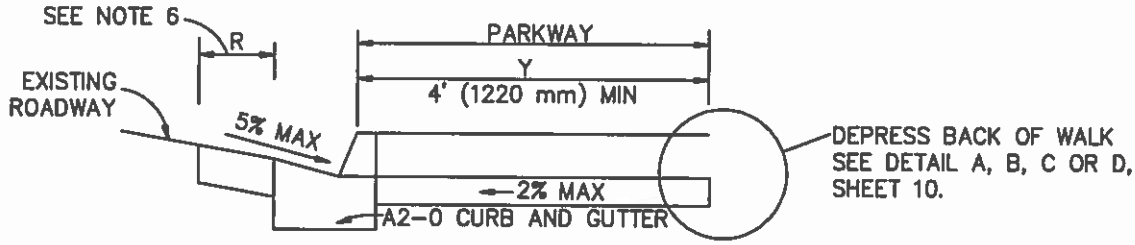


SECTION A-A

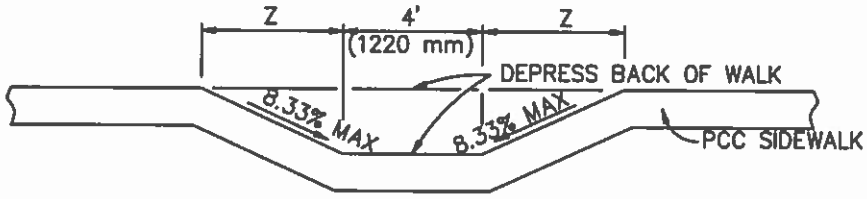
USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.



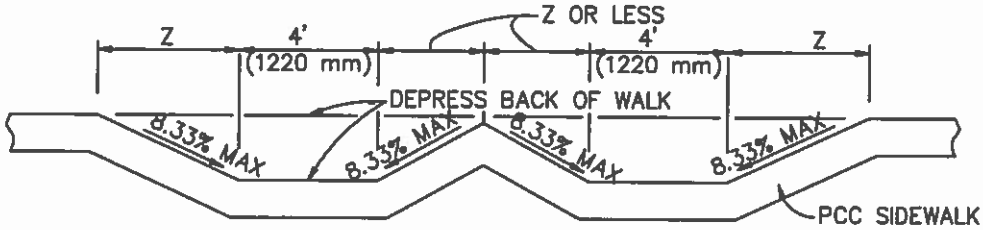
SECTION B-B



SECTION C-C



SECTION R-R



SECTION S-S

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 7 OF 10

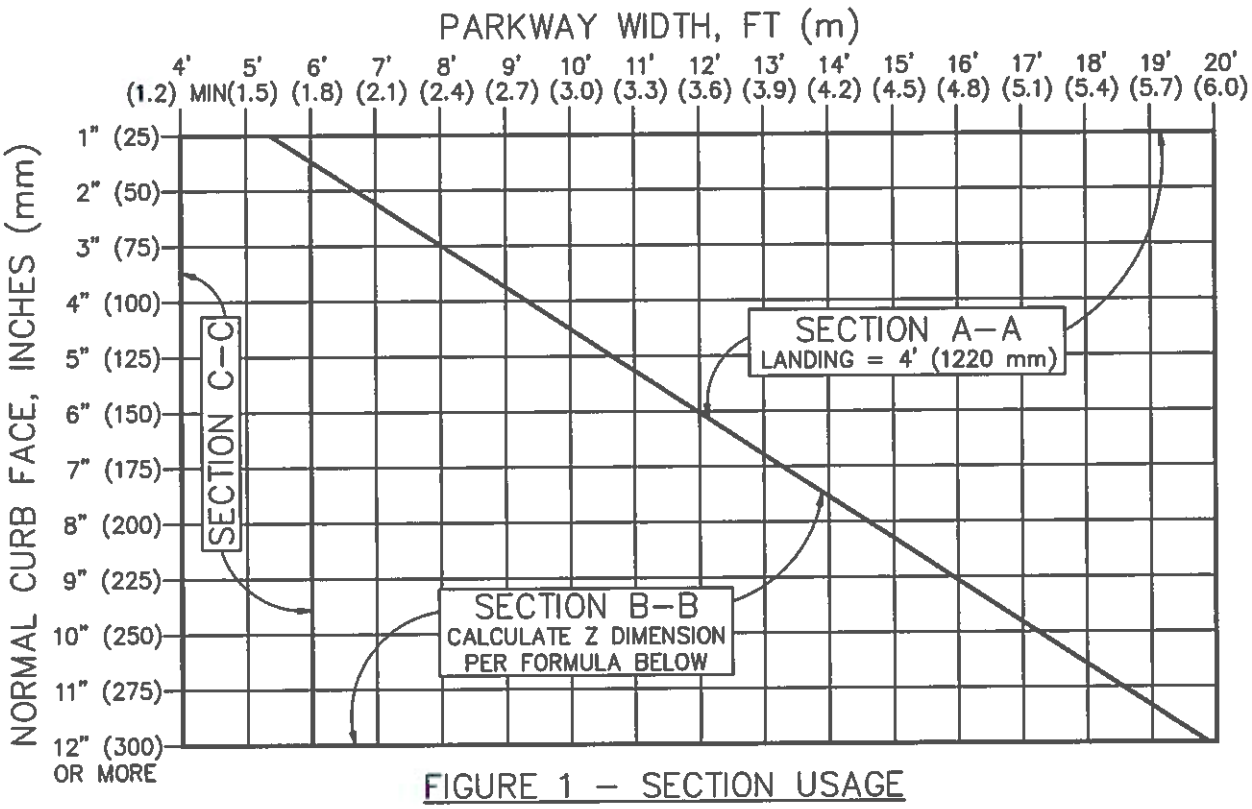


FIGURE 1 – SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y–Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 – X AND Y VALUES

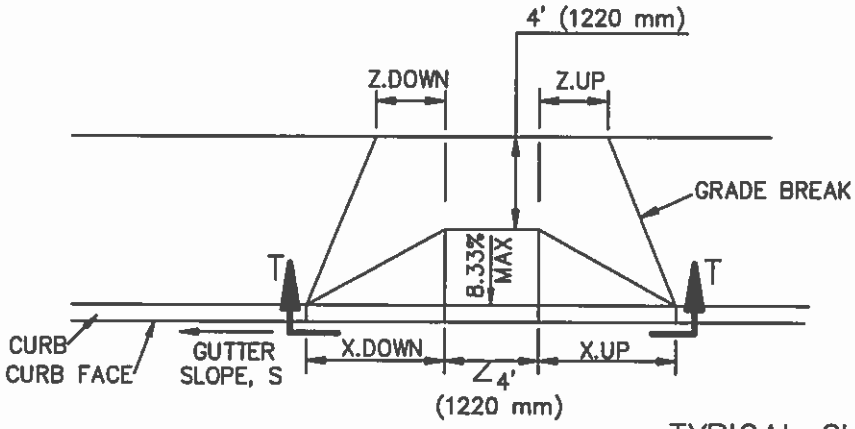
TABLE 1 REFERENCE FORMULAS:
X = CF / 8.333%
Y = CF / (8.333% – 2% WALK CROSS SLOPE)

WHERE FIGURE 1 SHOWS USE OF SECTION B–B, FIGURE Z DIMENSION AS FOLLOWS:

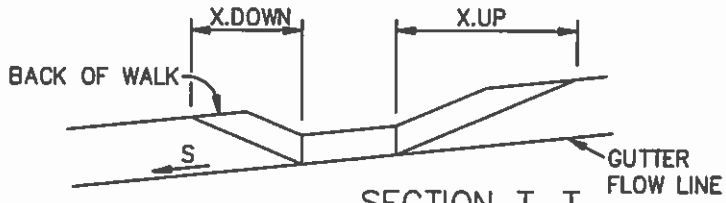
W = PARKWAY WIDTH
L = LANDING WIDTH, 4' (1220 mm) TYP
Z = [(Y+L)–W] x 0.760

IF (Y+L) < W, THEN Z = 0

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 8 OF 10



TYPICAL CURB RAMP



SECTION T–T
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

FOR EXAMPLE, X.DOWN = X x K.DOWN

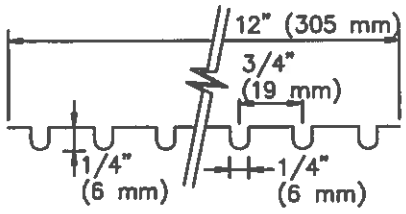
S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

TABLE 2 – SLOPE ADJUSTMENTS

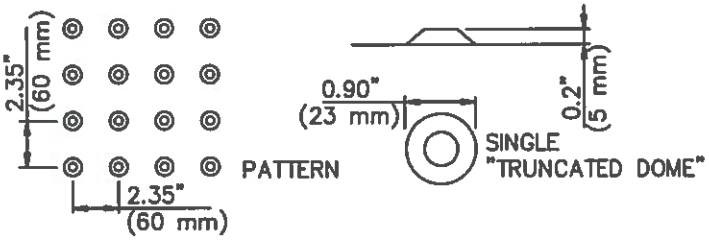
TABLE 2 REFERENCE FORMULAS:
K.DOWN = 8.333% / (8.333% + S)
K.UP = 8.333% / (8.333% – S)

STREET SLOPE ADJUSTMENTS

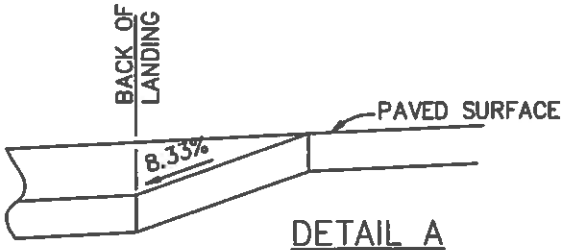
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
	SHEET 9 OF 10



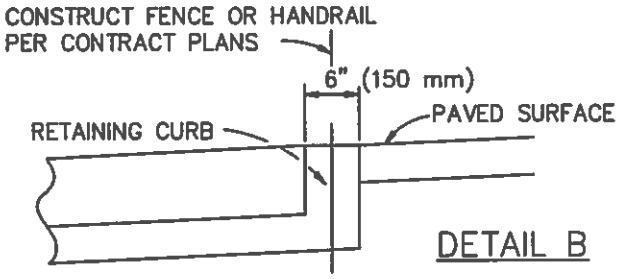
GROOVING DETAIL



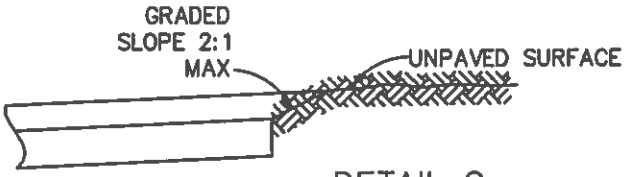
DETECTABLE WARNING DETAIL



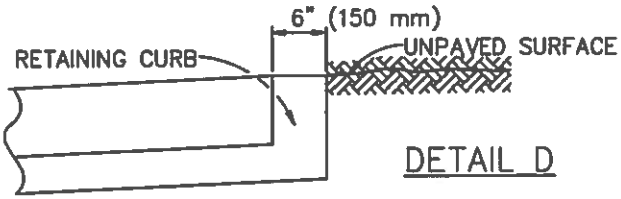
DETAIL A



DETAIL B



DETAIL C



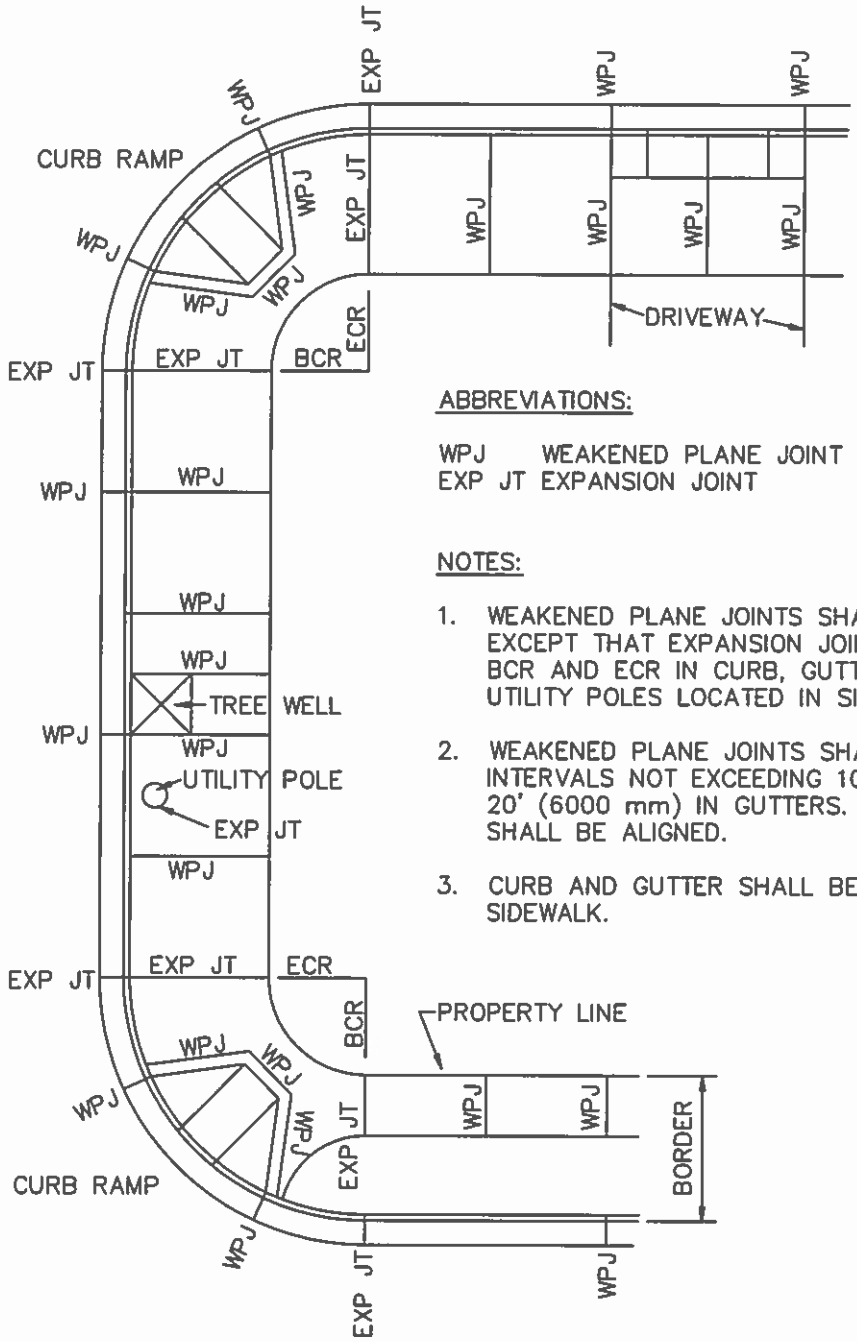
DETAIL D

GENERAL NOTES:

560-3250-C

1. CONCRETE SHALL BE CLASS ~~520-C-2500 (310-C-17)~~ CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. ANGLE = $\Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	**111-5**
	SHEET 10 OF 10



ABBREVIATIONS:

WPJ WEAKENED PLANE JOINT
EXP JT EXPANSION JOINT
BCR BEGINNING OF CURB RETURN
ECR END OF CURB RETURN

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 10' (3000 mm) IN WALKS AND 20' (6000 mm) IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

CURB AND SIDEWALK JOINTS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

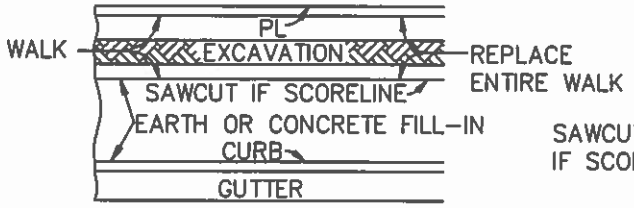
STANDARD PLAN 112-2

SHEET 1 OF 1

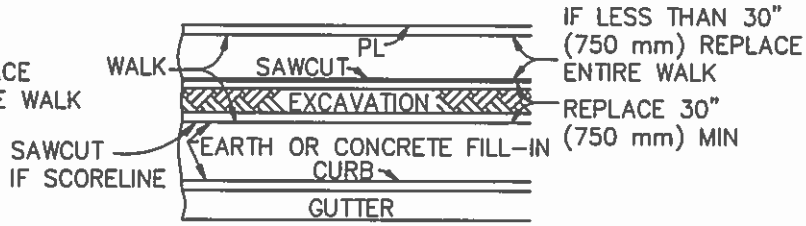
WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

WALK ADJACENT TO PROPERTY LINE

WALK LESS THAN 5' (1500 mm) WIDE



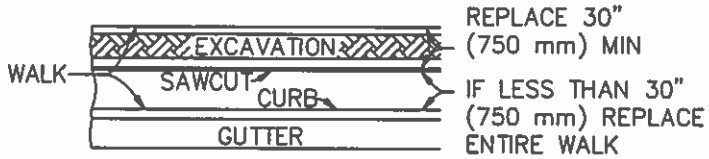
WALK 5' (1500 mm) WIDE OR MORE



WALK ADJACENT TO CURB

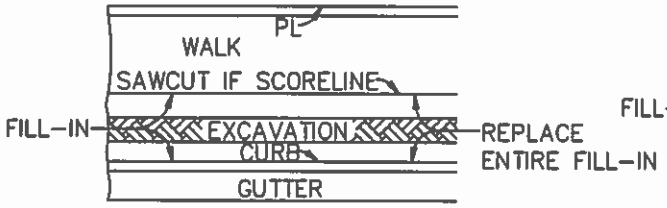
WALK LESS THAN 5' (1500 mm) WIDE

WALK 5' (1500 mm) WIDE OR MORE

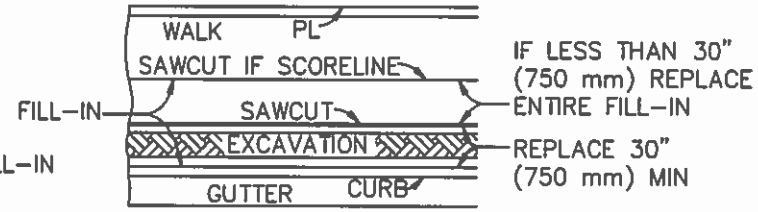


FILL-IN REPLACEMENT

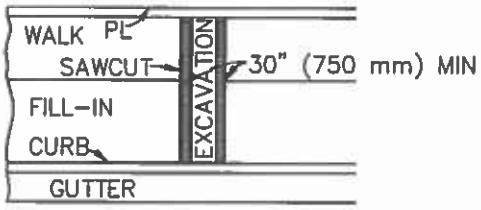
FILL-IN LESS THAN 5' (1500 mm) WIDE



FILL-IN 5' (1500 mm) WIDE OR MORE



WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

NOTES

1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.

2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.

3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm') OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm').

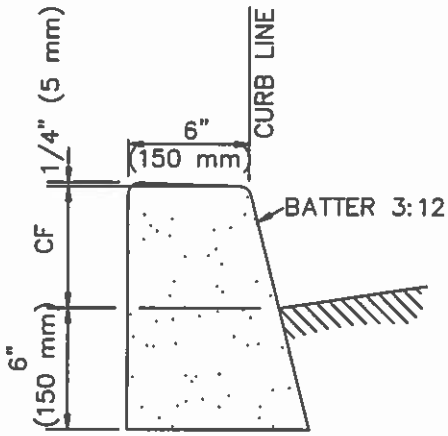
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.

5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.

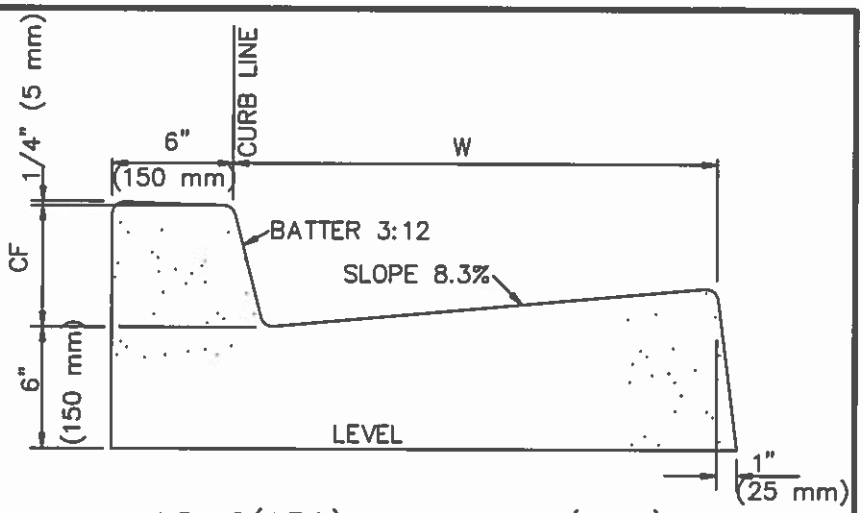
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.

7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

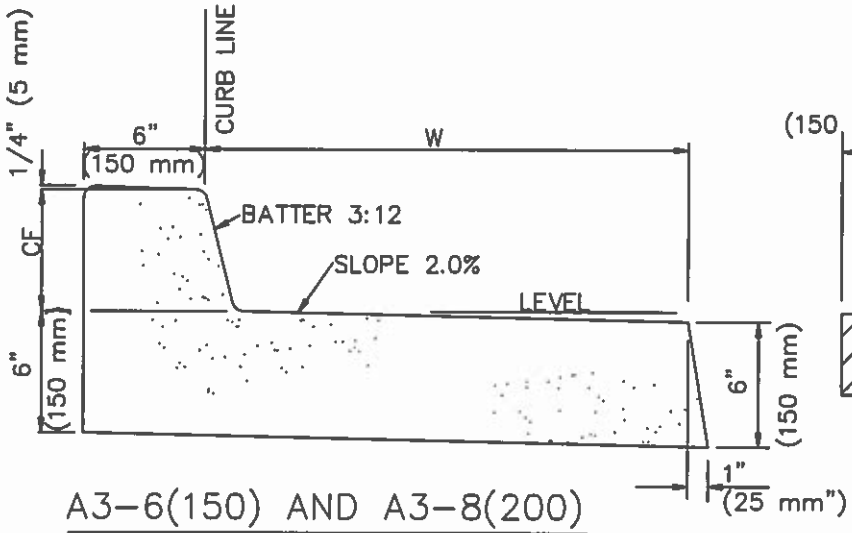
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
SIDEWALK & DRIVEWAY REPLACEMENT	**113-2**
	SHEET 2 OF 2



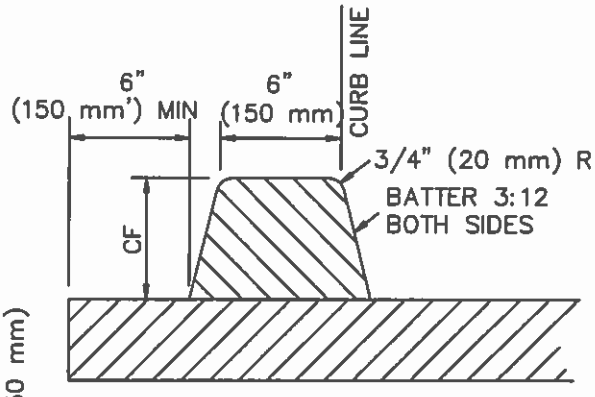
A1–6(150) AND A1–8(200)



A2–6(150) AND A2–8(200)



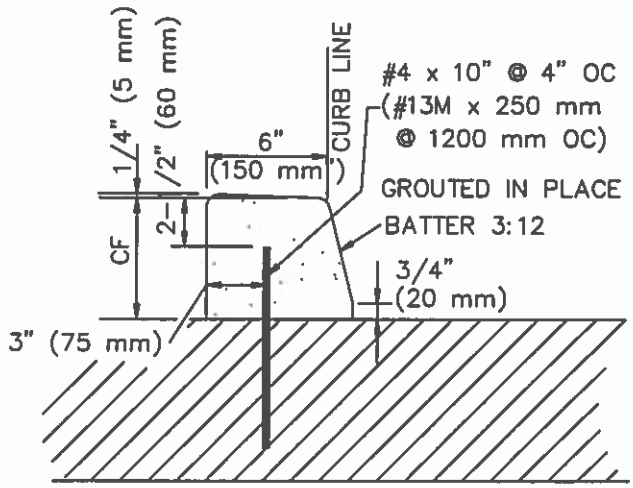
A3–6(150) AND A3–8(200)



D1–6(150) AND D1–8(200)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1–6(150) AND C1–8(200)

STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

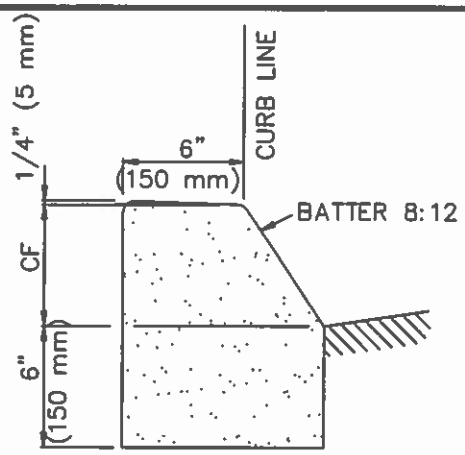
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

CURB AND GUTTER – BARRIER

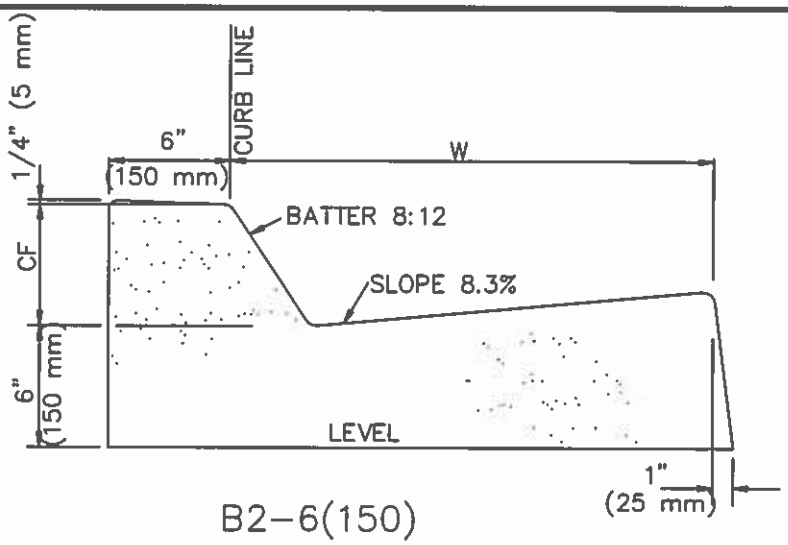
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 120–2

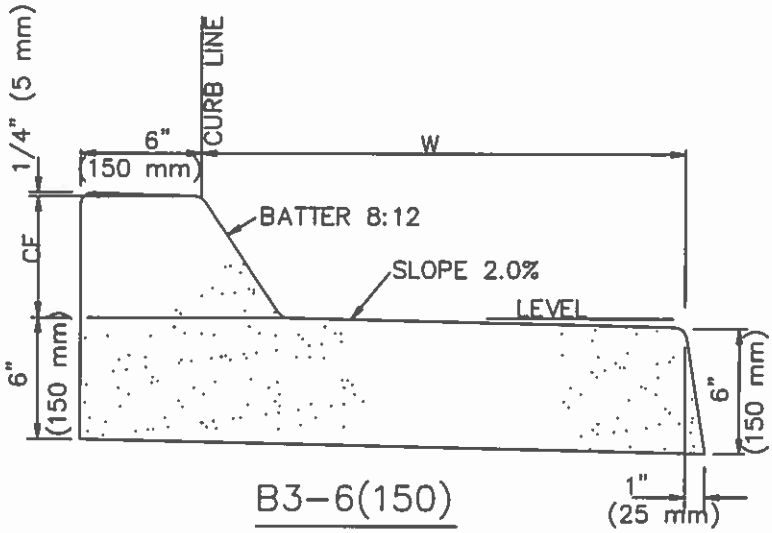
SHEET 1 OF 1



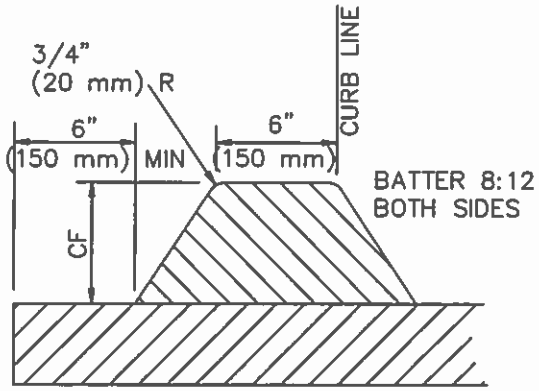
B1–6(150)



B2–6(150)



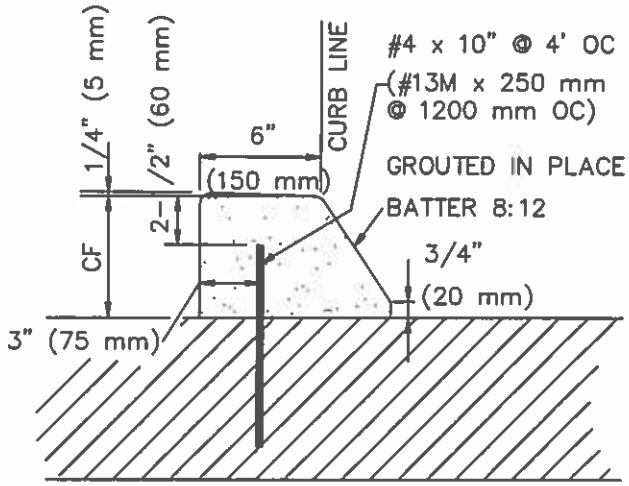
B3–6(150)



D2–6(150)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES B1, B2, B3 AND C2 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D2 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C2 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C2–6(150)

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

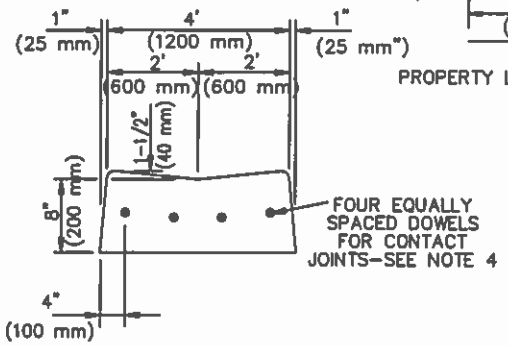
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

CURB AND GUTTER–MOUNTABLE

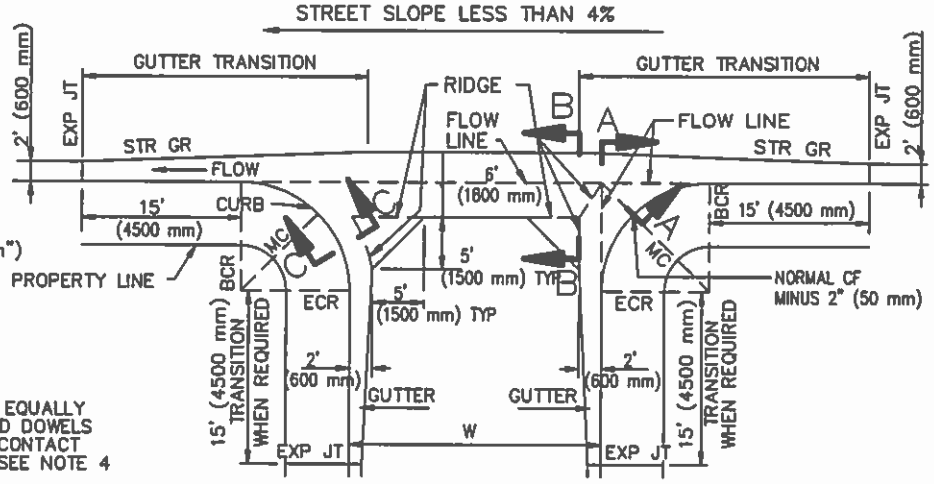
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 121–2

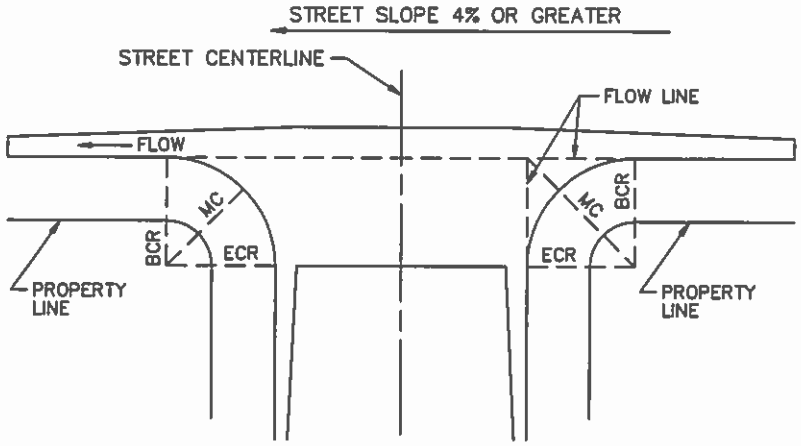
SHEET 1 OF 1

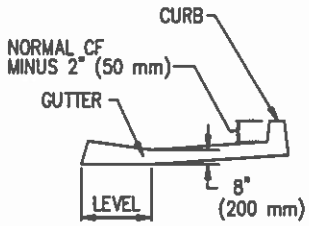


LONGITUDINAL GUTTER



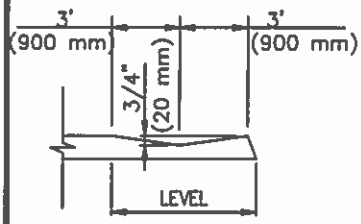
TYPICAL CROSS GUTTER PLAN
STREET SLOPE LESS THAN 4%



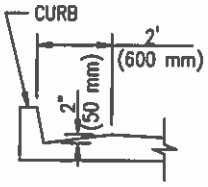


SECTION A–A

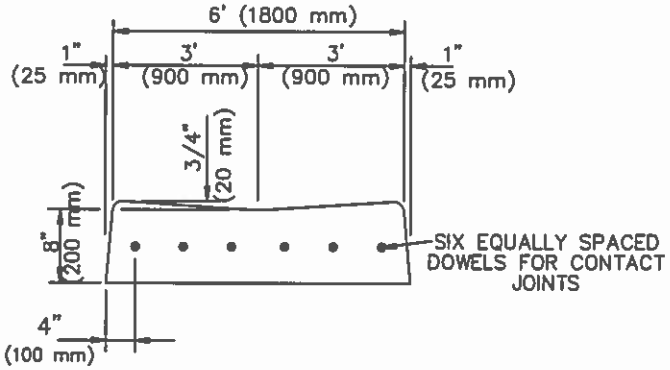
TYPICAL CROSS GUTTER PLAN
STREET SLOPE MORE THAN 4%



SECTION B–B



SECTION C–C



SECTION D–D

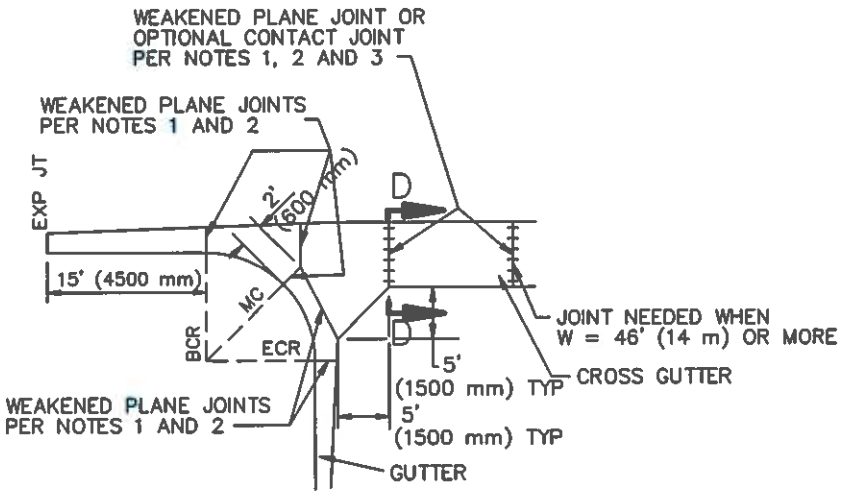
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

CROSS AND LONGITUDINAL GUTTERS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN
122–2
SHEET 1 OF 2

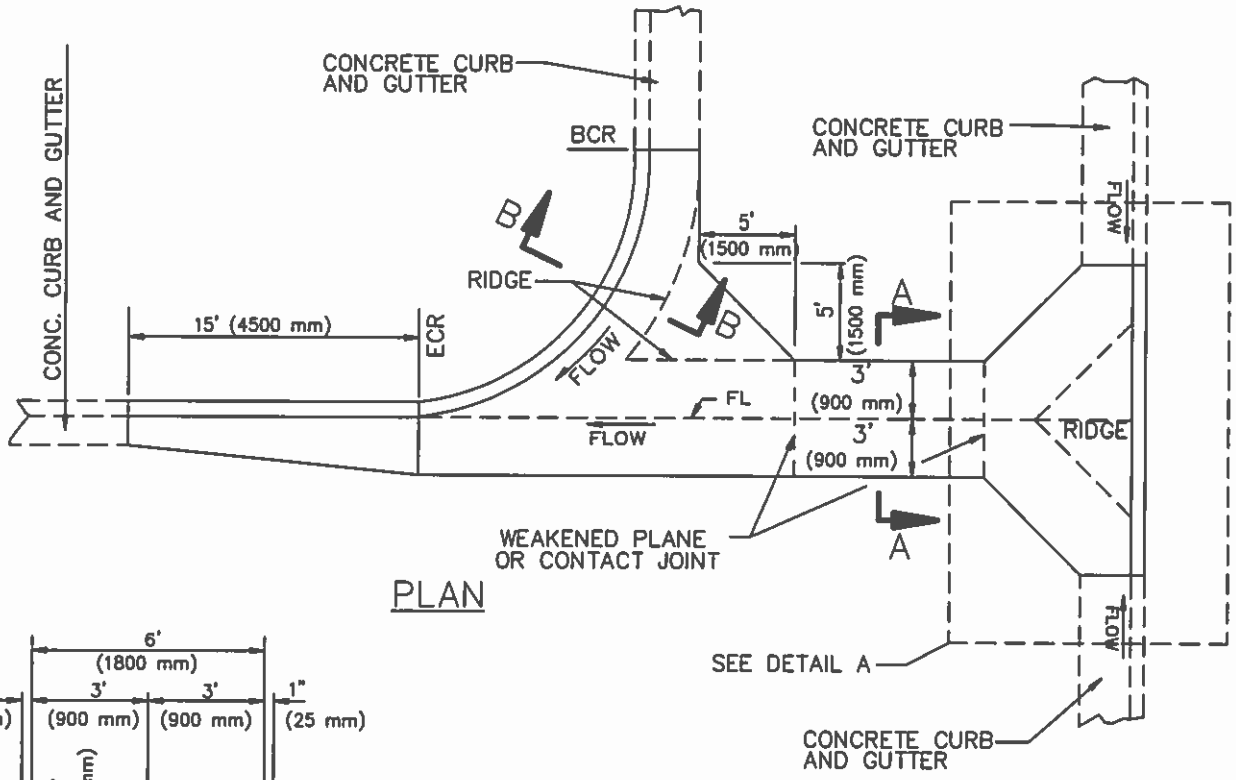


TYPICAL JOINT PLAN

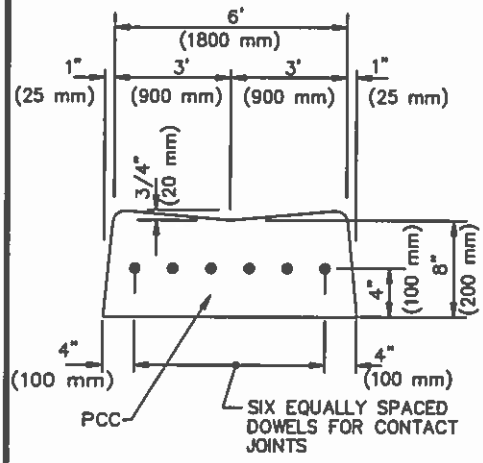
NOTES:

1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
4. PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
5. ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.
7. 6-INCH THICK CLASS 2 AGGREGATE BASE SHALL BE PLACED AND COMPACTED TO 95% RELATIVE COMPACTION UNDER 8" THICK CROSS GUTTER AND SPANDRELS.

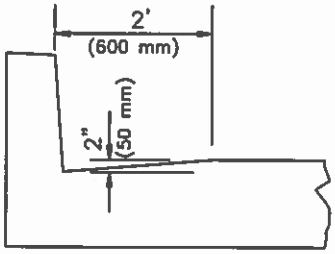
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS AND LONGITUDINAL GUTTERS	122-2
	SHEET 2 OF 2



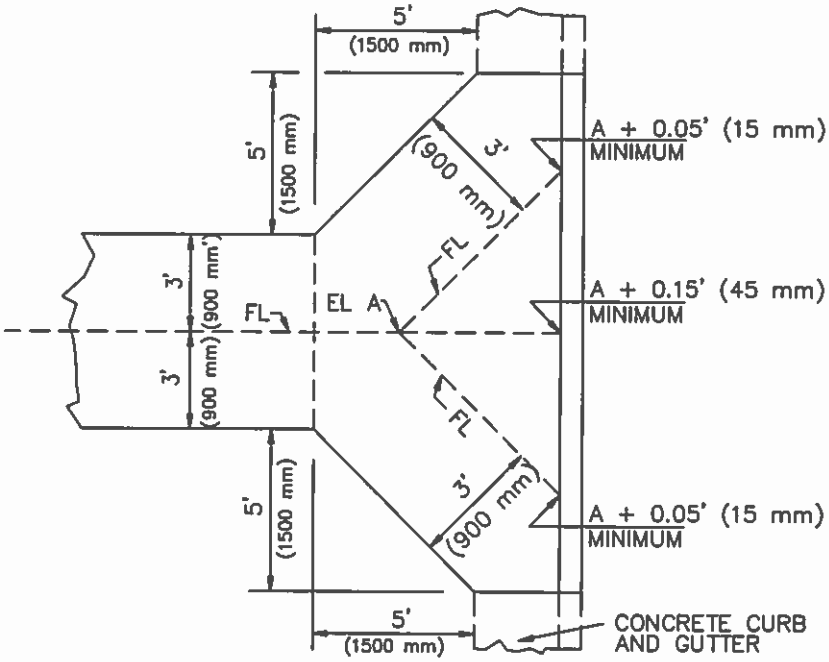
PLAN



SECTION A–A



SECTION B–B



DETAIL A

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1993 REV. 1998, 2009

CROSS GUTTER AT T INTERSECTIONS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 123–2

SHEET 1 OF 2

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1–1/2" (35 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.

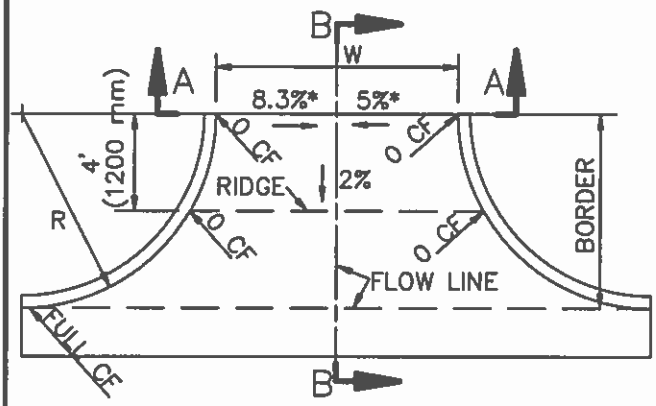
2. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).

3. ALL EXPOSED CORNERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.

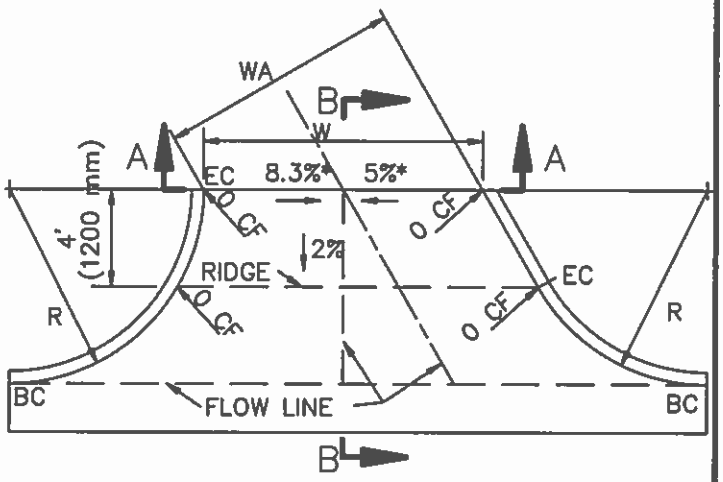
4. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

5. 6-INCH THICK CLASS 2 AGGREGATE BASE SHALL BE PLACED AND COMPACTED TO 95% RELATIVE COMPACTION UNDER 8" THICK CROSS GUTTER AND SPANDRELS.

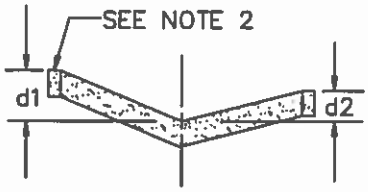
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CROSS GUTTER AT T INTERTERSECTIONS	123–2
	SHEET 2 OF 2



STANDARD APPROACH



ANGLED APPROACH



SECTION A–A

SECTION B–B

W, ft W, mm	8' (2400mm)	10' (3000mm)	15' (4500mm)	20' (6000mm)	25' (7500mm)	30' (9000mm)
d1, ft MAX	0.33' (100 mm)	0.42' (125 mm)	0.63' (188 mm)	0.83' (250 mm)	1.04' (313 mm)	1.25' (375 mm)
d2, ft MIN	0.17' (50 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)

NOTES:

1. FOR CASE A, THE RADIUS OF THE CURB RETURN, R, IS EQUAL TO THE PARKWAY WIDTH.
2. ALLEY INTERSECTION SHALL BE PCC, CLASS 520–C–2500 (310–C–17), 6" (150 mm) THICK. CURB SHALL BE INTERGRAL TYPE "A".
3. ASTERISKS, *, SHOW MAXIMUM GRADES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

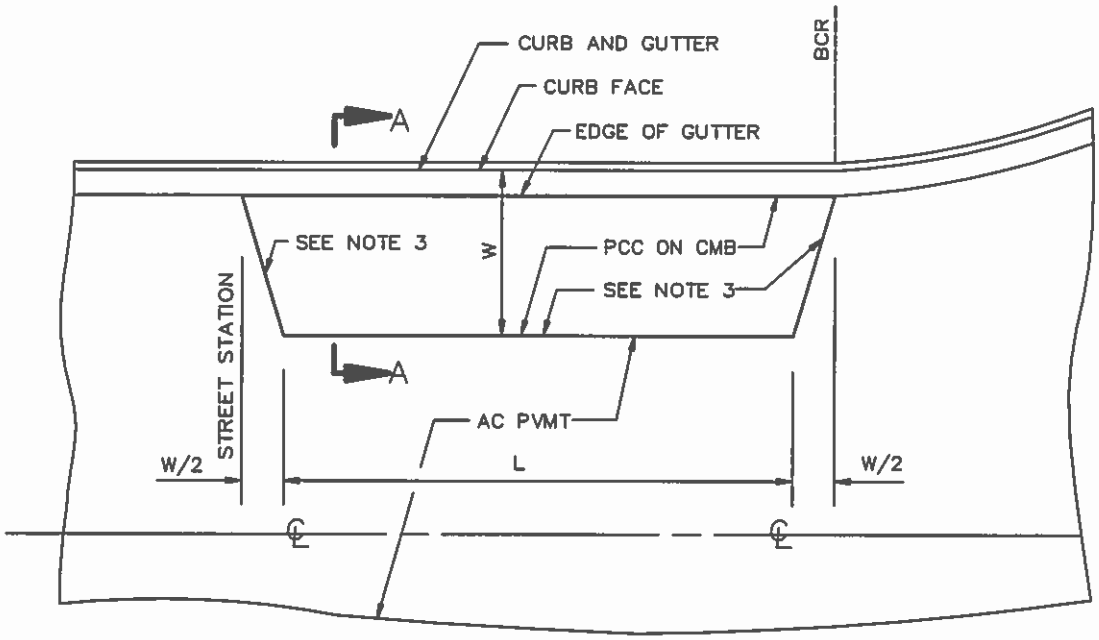
PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1996, 2009

ALLEY INTERSECTION

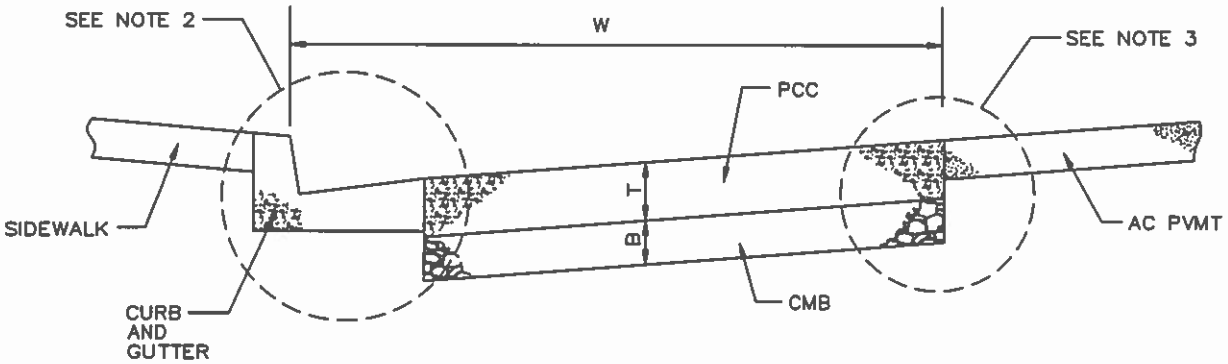
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN 130–2

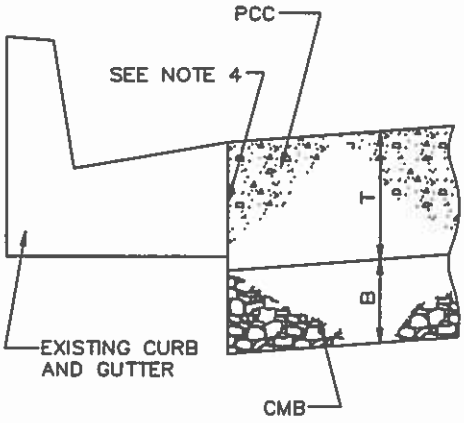
SHEET 1 OF 1



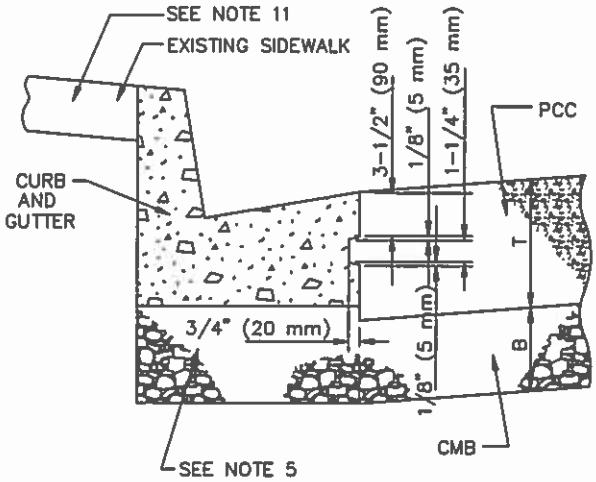
TYPICAL BUS PAD



SECTION A–A



SECTION B–B



SECTION C–C

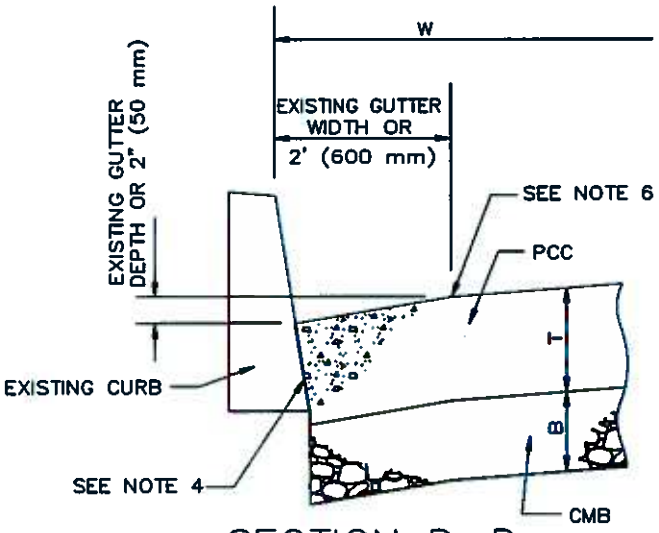
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 1996, 2009

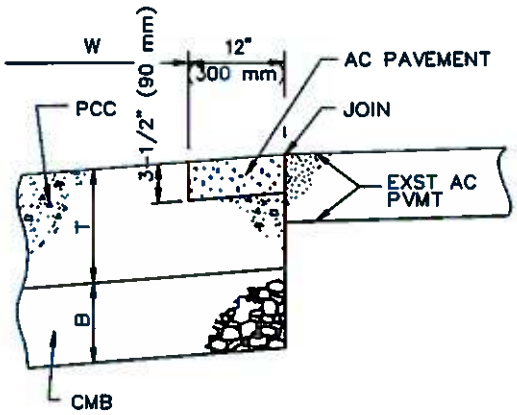
CONCRETE BUS PAD

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN
131–2
SHEET 1 OF 2

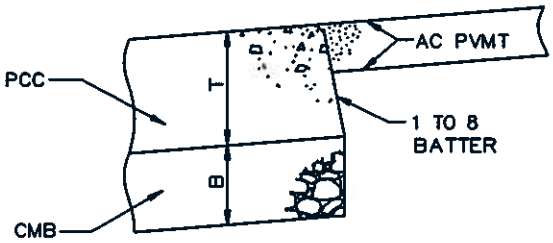


SECTION D–D



SECTION E–E

SEE NOTE 14

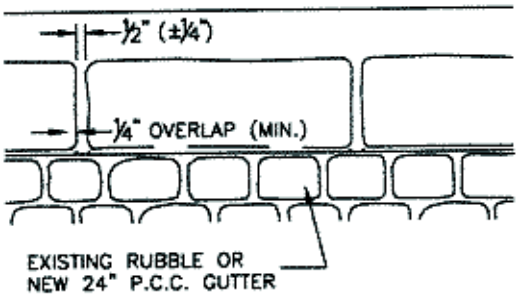


SECTION F–F

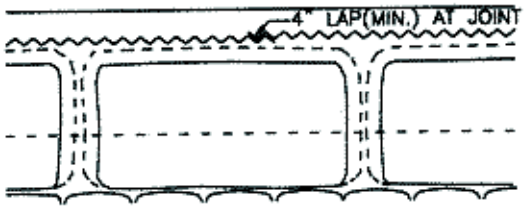
NOTES:

1. DIMENSIONS: (UNLESS OTHERWISE SHOWN)
   L = 85' (26 m) T = 8" (200 mm)
   W = 10' (3 m) B = 6" (150 mm)
2. USE SECTION B–B FOR EXISTING CURB AND GUTTER THAT IS TO REMAIN.
   USE SECTION C–C FOR NEW CURB AND GUTTER.
   USE SECTION D–D FOR EXISTING CURB THAT IS TO REMAIN.
3. USE SECTION E–E FOR EXISTING AC PAVEMENT.
   USE SECTION F–F FOR NEW AC PAVEMENT.
4. AT LOCATIONS WHERE PCC PAVEMENT WILL ABUT EXISTING CONCRETE, AN EPOXY APPROVED BY THE ENGINEER SHALL BE APPLIED TO THE EXISTING CONCRETE SURFACES PRIOR TO CONCRETE PLACEMENT.
5. IF B + T IS ≥ 300 mm (12"), CMB CHALL EXTEND UNDER NEW CURB AND GUTTER.
6. CONSTRUCT LONGITUDINAL WEAKENED–PLANE JOINT TO MATCH ADJOINING EXISTING GUTTER WIDTH, OR 2' (600 mm) IF NO ADJOINING GUTTER EXISTS.
7. USE 2"x4" (50x100) HEADER TO FORM 3–1/2" (90 mm) STEP. TOP OF HEADER SHALL BE SET TO LINE AND GRADE.
8. ALL EXPOSED PCC CORNERS SHALL BE ROUNDED WITH A 1/2" (15 m) RADIUS.
9. SURFACE OF CONCRETE SHALL HAVE A ROUGH TRANSVERSE BROOM FINISH.
10. WHERE DESIGNATED BY THE ENGINEER, UNDESIRABLE SUBGRADE MATERIAL SHALL BE REMOVED AND REPLACED WITH CMB.
11. WHERE NEW CURB AND GUTTER IS CONSTRUCTED ADJACENT TO EXISTING SIDEWALK, SIDEWALK SHALL BE REMOVED AND REPLACED TO NEAREST SCORELINE.
12. CONSTRUCT TRANSVERSE WEAKENED PLANE JOINTS IN BUS PAD PAVEMENT AT APPROX. 10' (3 m') INTERVALS.
13. CONSTRUCT TRANSVERSE WEAKENED PLANE JOINTS IN BUS PAD PAVEMENT AT ALL EXISTING CURB/CURB & GUTTER CONSTRUCTION JOINTS AND WEAKENED–PLANE JOINTS.
14. AT THE OPTION OF THE ENGINEER, THE EXISTING PAVEMENT MAY BE NEATLY SAWCUT AROUND THE DIMENSIONS OF THE BUS PAD, AND CONCRETE POURED DIRECTLY USING THE EXISTING PAVEMENT AS A FORM. THE CONCRETE EDGES SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.

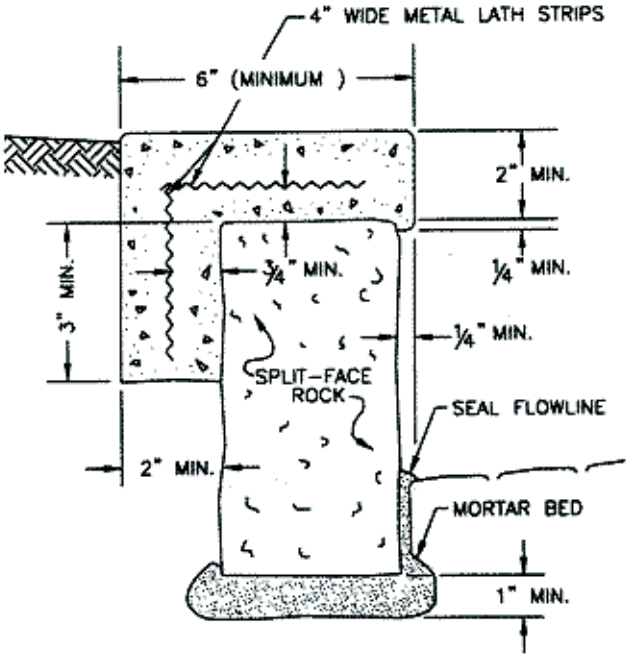
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CONCRETE BUS PAD	**131–2**
	SHEET 2 OF 2



TOP VIEW



FRONT VIEW



CROSS SECTION OF ROCK CURB

SPECIFICATIONS

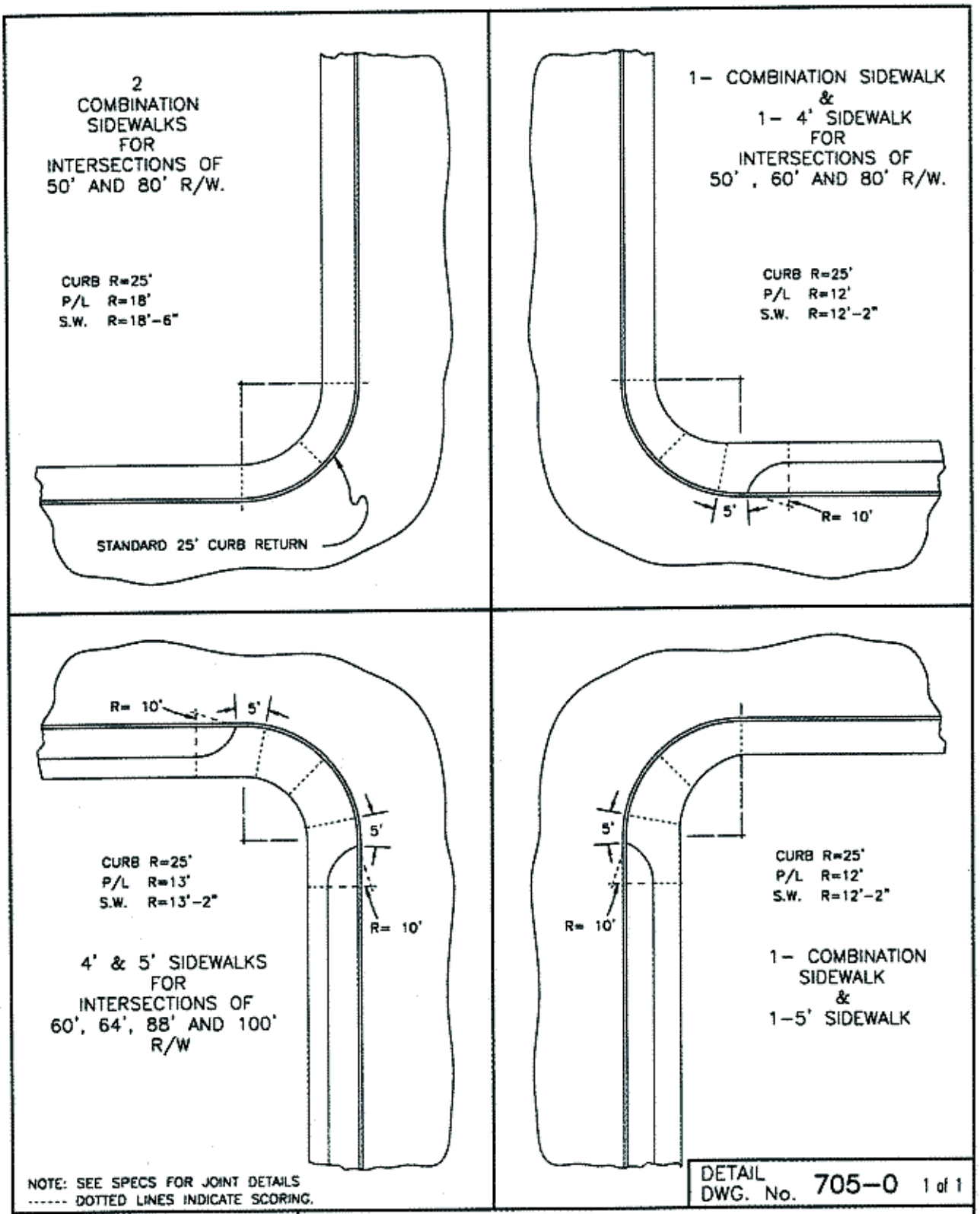
1. Description – This work shall consist of placing split-faced rock in cement mortar beds and placing of mortar caps at locations as shown on the plans or as directed by the Engineer and as specified in these specifications and the special provisions.
2. Rock – Rock for use in split-face rock curbs shall be existing split-face rock or new rock as may be required. Rock shall be clean, hard, durable and free from seams and other imperfections. Rock shall be of uniform shape and size. Any new rock used shall be approved by the Engineer prior to use.
3. Mortar – Mortar for bedding and finishing of split-face rock curb shall be class "C" mortar consisting of one part by volume of portland cement to two parts by volume of clean, fine aggregate. Hydrated lime, to the extent of 10% by volume of the cement may be added to the mortar. Hydrated lime shall be treated as an addition and not as replacing any cement. Mortar may be mixed in either a mixing machine or by hand. If mixed by hand, the fine aggregate, cement and lime shall be mixed dry until the mixture assumes uniform color. Water shall then be added at sufficient quantities to produce a mixture workable for the intended use. Mortar shall be used within one hour after water has been added and shall not be retempered.
4. Placing – Rocks shall be thoroughly wetted before placing and shall be laid in full mortar beds in courses approximately horizontal and vertical in both longitudinal and transverse directions as herein defined. Rocks will not be considered to be properly bedded until mortar exudes from the underside of the bedded rock. Mortar caps shall contain 4 inch wide "Strip-Ex" steel lath and shall be placed to the dimensions shown above. Grades for the top of the cap shall comply as follows: When a 10 foot straight edge is placed on top of the finished cap, the surface shall not vary from the edge of the straight edge more than 1/8 inch, except at changes in grade. Grades and changes in grade shall conform to the City of Redlands Standard Specifications. The alignment of the curb shall be set at a uniform perpendicular distance from the centerline of the street as shown on the plans or as defined by the Engineer. No voids in any part of the curb shall be permitted. Dimensions and tolerances for placing of rock shall be as shown above.

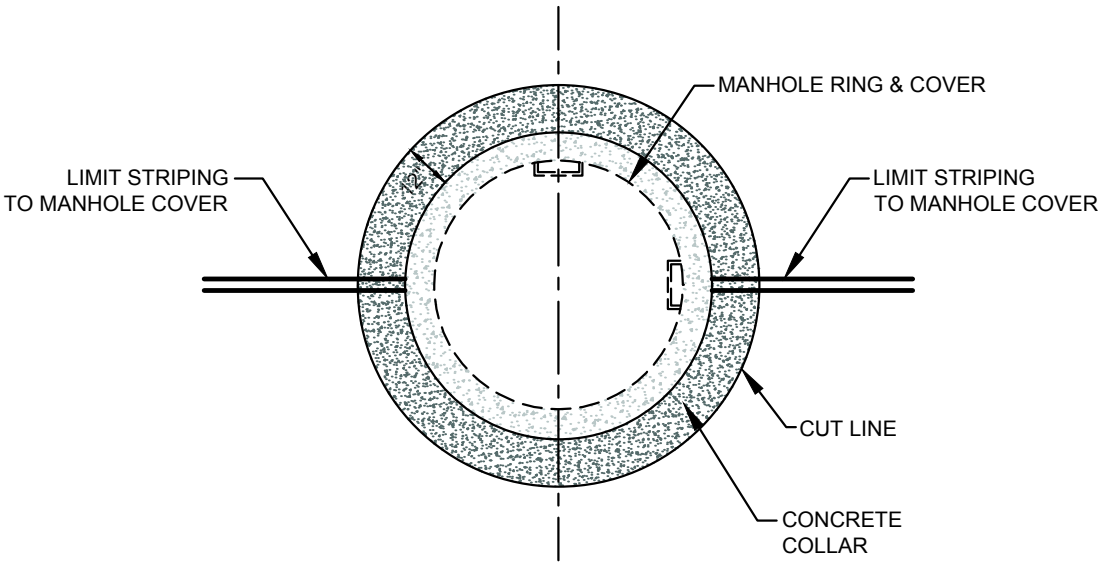
DETAIL DWG. No. 129-0 1 of 1

DRAWN BY: ANTHONY MACKESY
CHECKED BY: ALAN GRIFFITHS
DATE: DECEMBER 15,1998
APPROVED BY: [signature]
PUBLIC WORKS DIRECTOR
DATE: 2/12/99 R.C.E. No. 28129

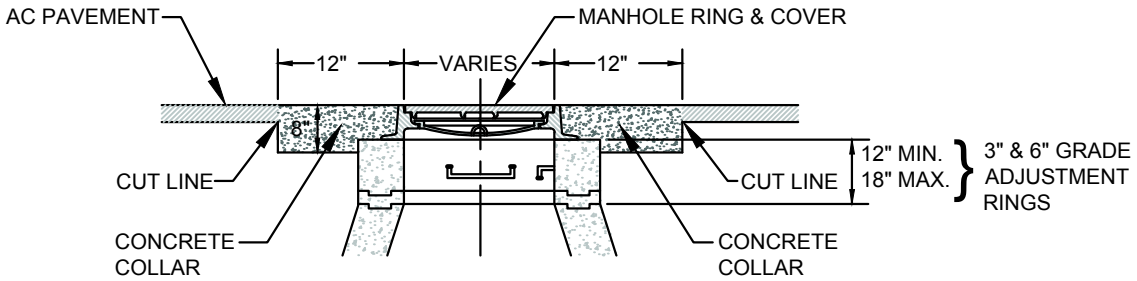
CITY OF REDLANDS
PUBLIC WORKS DEPARTMENT

SPLIT-FACE ROCK CURBING


2
COMBINATION
SIDEWALKS
FOR
INTERSECTIONS OF
50' AND 80' R/W.
CURB R=25'
P/L R=18'
S.W. R=18'-6"
STANDARD 25' CURB RETURN
1- COMBINATION SIDEWALK
&
1- 4' SIDEWALK
FOR
INTERSECTIONS OF
50', 60' AND 80' R/W.
CURB R=25'
P/L R=12'
S.W. R=12'-2"
5'
R= 10'
R= 10'
5'
5'
CURB R=25'
P/L R=13'
S.W. R=13'-2"
R= 10'
4' & 5' SIDEWALKS
FOR
INTERSECTIONS OF
60', 64', 88' AND 100'
R/W
5'
R= 10'
CURB R=25'
P/L R=12'
S.W. R=12'-2"
1- COMBINATION
SIDEWALK
&
1-5' SIDEWALK
NOTE: SEE SPECS FOR JOINT DETAILS
------ DOTTED LINES INDICATE SCORING.
DETAIL
DWG. No. 705-0 1 of 1
DRAWN BY: ANTHONY MACKESY
CHECKED BY: ALAN GRIFFITHS
DATE: DECEMBER 16,1998
APPROVED BY:
PUBLIC WORKS DIRECTOR
DATE: 2/12/99 R.C.E. No. 28129
CITY OF REDLANDS
PUBLIC WORKS DEPARTMENT
TYPICAL SIDEWALK INTERSECTIONS



PLAN VIEW



ELEVATION VIEW

NOTE:

1. SAW CIRCULAR AROUND MANHOLE 12" FROM MANHOLE FRAME.
2. MANHOLE SHALL BE MARKED PRIOR TO CUT THE PAVEMENT.
3. RAISE MANHOLE FRAME AND COVER TO FINISH GRADE BY INSTALLING CONCRETE RINGS AND LEVELING MORTAR.
4. BACKFILL WITH PCC CONCRETE TO FINISH GRADE.
5. CONCRETE TYPE SHALL BE 560-C-3250.
6. ADD QUIKRETE LIQUID CEMENT COLOR - CHARCOAL BLACK.
7. PROTECT FROM TRAFFIC LOADING UNTIL CONCRETE HAS CURED.
8. APPLY TACK COAT TO EDGES OF EXISTING PAVEMENT BEFORE INSTALLATION PATCH.
9. COLLARS ARE REQUIRED FOR ALL PAVED TRAVEL WAYS.

CITY OF REDLANDS MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CONCRETE COLLAR

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APPENDIX D

a. City Encroachment Permit Form

(Contractor to obtain encroachment permit from the City as no-fee permit)

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Application for Road / Encroachment Permit

City of Redlands - Municipal Utilities & Engineering Department **PERMIT NO. _____**

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Contractor: _____ USA ID No.: _____

Contractor License No.: _____ Type: _____ Cal OSHA No.: _____

I hereby request permission to construct/install improvements/facilities within the City of Redlands road right-of-way at the following location:

Construction Start Date: _____ Anticipated Completion Date: _____

Development No.: _____ Plan No.: _____

Street Name: _____

Cross Streets: _____

Address: _____

For the purpose of performing the following work:

_____

_____

Applicant/Agent Signature: _____ Date: _____

In accordance with Plans approved by the Municipal Utilities & Engineering Director and/or the Standard Specifications and Detail Drawings of the City of Redlands for the **quantity and type** of improvements listed below:

SHADED AREA FOR OFFICIAL USE ONLY

			BASE	EACH		
	EA	Driveway Appr, Res/Comm	$ 86.00	$ 43.00	EA	=$
	SF	Sidewalk	$ 86.00	$ .44	SF	=$
	SF	Cross Gutter/Spandrel	$ 86.00	$ .87	SF	=$
	LF	Curb & Gutter	$ 86.00	$ 3.28	LF	=$
	LF	Curb/Berm	$ 86.00	$ 2.19	LF	=$
	SF	Asphalt Pavement	$ 10.00	$ .09	SF	=$
	SF	Crushed Aggregate Base	$ 86.00	$ .09	SF	=$
	EA	Street Light	$ 86.00	$ 43.00	EA	=$
	EA	Traffic Signal - New	$ 86.00	$ 2,568.00	EA	=$
	EA	Traffic Signal - Modification	$ 86.00	$ 2,011.00	EA	=$
	CY	Reinforced Concrete	$ 86.00	$ 130	CY	=$
	LF	Storm Drain Pipe	$ 86.00	$ 5.21	LF	=$
	EA	Curb Inlet/Outlet Structures	$ 86.00	$ 43.00	EA	=$
	EA	Storm Drain Manhole/Junction Box	$ 86.00	$ 43.00	EA	=$
	EA	Curb Core	$ 86.00	$ 43.00	EA	=$
	LF	Sewer Main	$ 86.00	$ 1.73	LF	=$
	EA	Sewer Manhole	$ 86.00	$ 43.00	EA	=$
	EA	Sewer Cleanout	$ 86.00	$ 43.00	EA	=$
	EA	Sewer Lateral	$ 86.00	$ 43.00	EA	=$
	LF	Water Main - Potable	$ 86.00	$ 1.73	LF	=$
	LF	Water Main - Non-Potable	$ 86.00	$ 1.73	LF	=$
	EA	Fire Hydrant Assembly	$ 86.00	$ 43.00	EA	=$
	EA	Water Service Lateral	$ 86.00	$ 43.00	EA	=$
	EA	Water Shutdown	$ 86.00	$ 43.00	EA	=$
	EA	Fire Service	$ 86.00	$ 43.00	EA	=$
	LF	Excavation/Utility Trench	$ 86.00	$ 1.73	LF	=$
	SF	Street Patch	$ 86.00	$ .18	SF	=$
	EA	Fire Flow Test	$ 79.00		EA	=$
	SF	Warranty Fee (Street Cut)	$		SF	=$
	EA	Traffic Safety Setup	$ 0.00	$ 55.00	EA	=$
	HR	OT/Off Hrs Inspection (2 HR Min)	$	$ 122.60	HR	=$
			$			=$
			$			=$

Truck Route Permit Required: ☐ YES ☐ NO

Closure Permit With Traffic Plan Required: ☐ YES ☐ NO

Water Shutdown Required: ☐ YES ☐ NO

Bond Required: ☐ YES ☐ NO

Conduit Material: _____

Conduit Size: _____

Calculated By

Municipal Utilities & Engineering

SUBTOTAL PERMIT FEE $ _____

PERMIT FEE work complete within specified date from issuance = $ 339.00 fee. **$339.00**

PENALTY FEE 25% of total permit fee if issued after commencement of work $ _____

(Effective 10/7/2020) **TOTAL ENCROACHMENT PERMIT FEE $** _____

APPENDIX E

TRASH COLLECTION SCHEDULE

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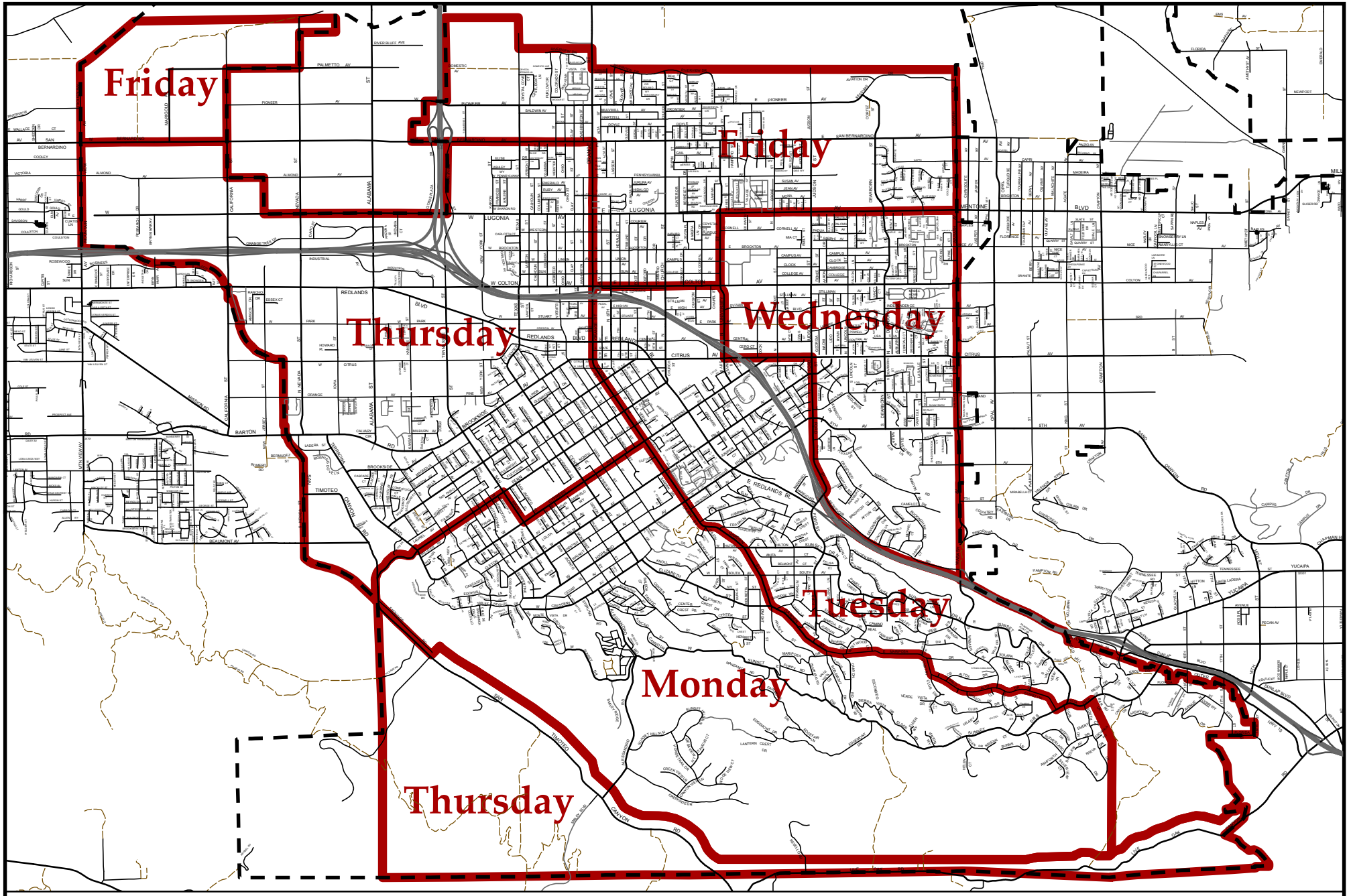

Solid Waste Collection Days

City of REDLANDS "A City That Works"

November 15, 2013

Scale

0 0.25 0.5 0.75 1 Miles

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APPENDIX F

CONTRACTOR SAFETY PROGRAM

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THE CITY OF REDLANDS

CONTRACTOR SAFETY PROGRAM

Rev. June 15, 2021

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CONTRACTOR SAFETY PROGRAM

I. Policy

The purpose of this Contractor Safety Program ("CSP") is to ensure, as best as reasonably possible, the protection and safety of all persons and property during construction activities undertaken by private contractors on behalf of the City of Redlands ("City"). The City has a comprehensive and structured approach in outsourcing services performed on City facilities by third-party persons and entities ("Contractor(s)"). The first phase of this comprehensive approach includes actively screening Contractors based on safety records, safety performance, and safety compliance. After the qualified Contractor is awarded a contract, the Contractor must then ensure compliance with all local, state, federal and Cal/OSHA regulations applicable to the contracted scope of work, and requirements set forth within this CSP. The Contractor, its agents, and personnel must adhere to the policies and procedures set forth by this CSP and all applicable laws and regulations.

II. Authority

California Code of Regulations, Title 8, Section 336.10 "Determination of Citable Employer"
California Code of Regulations, Title 8
"Greenbook" Standard Specifications for Public Works Construction
Redlands Municipal Code
California Building Code

III. Scope

This CSP applies to all Contractors who provide or render construction or improvement services for City-owned property and facilities.
The Contractor services covered under this CSP include, but are not limited to, the following:

A. New construction;
B. Remodeling;
C. Facility maintenance or repair;
D. Equipment installation or maintenance; and
E. Services (i.e. janitorial, fleet operations, landscaping, etc.)

Consultants/ Professional service providers are exempt from having to submit a Safety Prequalification Questionnaire ("SPQ"), prior to the beginning of work, but they are expected to be compliant with industry best practices with regards to maintaining a safe work environment for their employees and others.

IV. Definitions

A. **Contract –** any written agreement between the City of Redlands and a Contractor, to perform a specified scope of work on City facilities. With respect to this policy, a contract includes, but is not limited to: awarded purchase orders, bids, and/ or project contracts.
B. **Construction Work –** construction, alteration, and/or repair, including painting and decorating.
C. **Contractor –** a person or entity (including all personnel) awarded a contract to perform work on City property or facilities.
D. **D.A.R.T Rate –** Injuries and illnesses severe enough to warrant: Days Away, Restrictions and Transfers. The DART rate is calculated using the following formula: Number of OSHA Recordable injuries and illnesses that resulted in Days Away x 200,000/divided by total hours worked by all employees during the year covered.

E. **Designated Work Area –** an area where it is necessary to restrict or limit entry or access of nonessential personnel or the public. Examples include work areas involving remediation abatement, demolition, excavation, and overhead lifting.
F. **Facilities –** any building or property owned by the City of Redlands.
G. **Hazard –** source or situation with a potential for harm in terms of injury or health, damage to property, damage to workplace environment, or a combination of these.
H. **Job Hazard Analysis ("JHA") –** a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. The objective is to eliminate the risk or to utilize control measures to reduce the risk.
I. **North American Industry Classification System ("NAICS") –** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
J. **Non-compliance –** any deviation from standards, practices, processes, procedures, regulations etc. that could either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or any combination of these criteria.
K. **Notice of non-compliance –** form provided to the Contractor by the City alerting the contractor of non-compliance with City specifications, Cal/OSHA regulations, or any other generally accepted safe work practice.
L. **Non-compliant hazardous work condition –** any hazard that is considered to be non-compliant with State or Federal safety and health regulations, City specifications, or any inconsistency with generally accepted work practices.
M. **Personnel –** all Contractor employees, contractors, sub-contractors and agents provided access to City property or facilities.
N. **Recordable Incident** – any injury or illness resulting in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness per OSHA Section 1904.7(a).
O. **Safety Tailgate –** informal safety meeting generally conducted at the job site prior to the commencement of a job or work shift.
P. **Services –** any and all, labor, duties, functions and activities required to be performed by the Contractor under the contract and any subsequent addenda.

V. Responsibilities

RISK MANAGEMENT

A. Update, maintain, and administer this CSP;
B. Maintain centralized records of training, site visit data, written programs, tailgate meetings, permits, and all other necessary contractor related documentation;
C. Provide technical assistance to Engineering personnel;
D. Attend Pre-construction meetings and progress meetings as needed;
E. Provide assistance on safety inspections as needed;
F. Review safety submittals;
G. Provide guidance on pre-qualification determination; and
H. Provide training to affected city personnel with responsibilities under this program.

PROJECT MANAGER (CITY)

The Project Manager has the authority to delegate any or all portions of this CSP to subordinates, but the Project Manager will be held accountable for their compliance. The Project Manager shall contact Risk Management, as necessary, for assistance in relation to this CSP.

A. Ensure safety hazards are addressed in a timely manner;
B. Communicate safety concerns during pre-construction meetings and progress meetings;
C. Inform impacted employees of construction activities scheduled in their work area;
D. Enforce pre-qualification procedures in bidding process; and
E. Ensure this CSP is properly executed.

INSPECTOR (CITY)

The City of Redlands construction inspector is not a safety professional and will only provide "Notice of Non-Compliance" for obvious and serious non-compliant conditions.

A. To the best of their abilities, inspect work sites for safety hazards;
B. Communicate safety concerns to Contractor;
C. Provide Contractor with "Notice of Non-Compliance" when serious conditions occur or repeat violations;
D. Collect documentation needed for construction worksites;
E. Submit documentation to Risk Management for recordkeeping;
F. Maintain photo documentation of safety hazards;
G. Never enter situations that can harm or endanger himself/ herself;
H. Never use personal protective equipment (PPE) or enter situations, which they are not trained for;
I. Contact Emergency Medical Services (911) and Risk Management in case of emergency; and
J. Attend and communicate safety concerns in progress meetings.

EMPLOYEES (CITY)

A. Immediately notify the Project Manager, inspector, or Risk Management of any safety related concerns at a Contractor job site; and
B. Contact Emergency Medical Services (911) and Risk Management in case of emergency.

CONTRACTOR

Where relevant and applicable, the Contractor's responsibilities shall include:

A. Compliance with requirements and responsibilities detailed within the Contractor Safety Program;
B. Ensure all local regulatory requirements are met and all necessary permits are obtained before conducting work on behalf of the City;
C. Designate a Project Safety Official by name who shall be available at all times to abate safety hazards;
D. Ensure all personnel have the appropriate qualifications and training to perform the contracted work (Copies of current training documentation and certifications must be on file with the City);
E. Inform City Project Manager or inspector of any job site safety hazards or concerns;
F. Inform City Project Manager if any suspected asbestos-containing material is located;
G. Conduct and submit Job Hazard Analysis (JHA) before work and as required by change of tasks;
H. Conduct and submit Safety Tailgates on a bi-weekly basis;
I. Provide all required PPE necessary to conduct work safely and in accordance with required local regulations;
J. The safety of all individuals who enter work site;
K. Spill cleanup;
L. Immediately report any incidents, accidents, near misses, unsafe conditions, or unsafe acts involving any jobsite personnel;

M. Arrange for the proper storage and removal of waste generated prior to the completion of job, and provide confirmation that the materials have been removed or disposed of in a manner compliant with all applicable environmental regulations;
N. Removing all equipment used during work activities and ensuring proper housekeeping of designated work area at the end of each workday and upon completion of the job;
O. Contact Emergency Services (911) and Project Manager in the event of an emergency; and
P. For the actions of their subcontractors, as they may pertain to this CSP, including their adherence to its contents and review of this document.

PROJECT SAFETY OFFICIAL (CONTRACTOR)

A. Shall be at the work site at all times;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall be available at all times to abate any potential safety hazards; and
D. Shall have the authority and responsibility to shut down an unsafe operation, if necessary.

VI. Program

SAFETY PREQUALIFICATION PROCESS

A. The safety prequalification process is intended to:
   - Provide the City with knowledge of past and current safety performance of Contractors working on City construction projects;
   - Improve Contractor compliance with City safety rules, including safe work practices required by applicable regulations and laws; and
   - Improve safety during Contractor activities.
B. A copy of the SPQ shall be provided to each person or entity bidding on a project, as part of the bidding process.
C. The completed questionnaire shall be returned and reviewed prior to awarding contract work, with supporting information provided as indicated by responses on questionnaire.
D. The SPQ shall be submitted to: 35 Cajon St., Suite 4
   Redlands Ca, 92373
   Attention: Project Name-Contractor Name-SPQ
E. The following criteria and information relating to the Contractor will be reviewed prior to awarding contract:
   - Contractor License;
   - Incident Rates;
   - OSHA Citations;
   - Safety Policies;
   - Safety Programs and Procedures;
   - Compliance History on City Projects; and
   - Certification Statement.
F. Contractor must qualify in each section to be approved for award of a contract.
G. If a Contractor fails to pass prequalification procedure, the City has the right to disqualify the Contractor's proposal.

H. All costs associated with compliance with City of Redlands prequalification requirements shall be at the sole expense of the Contractor.
I. If a Contractor provides information that is later determined to be false, or improperly withholds information, the Contractor will be immediately disqualified.
J. Any questions or information relating to filing this questionnaire may be answered by reaching:
   - Engineering: (909) 798-7698; or
   - Risk Management: (909) 798-7514

DISQUALIFICATION APPEAL PROCESS

This provision is established pursuant to Public Contract Code section 20101(d) which requires every public agency that requires prospective bidders to prequalify pursuant to the law to establish "a process that will allow prospective bidders to dispute their proposed prequalification rating prior to selection of an alternate bidder." If the City intends to disqualify a bidder based upon the bidder's safety record, the City will notify the bidder in writing and provide the bidder with any supporting evidence that has been received from others or adduced as a result of an investigation by the City. The notice of intention shall be sent by certified mail with return receipt requested or by overnight mail via a delivery service that provides online tracking which identifies the date of the prospective bidder's receipt of the notice, and shall include notice that the bidder has the right to, and may request a hearing to rebut any evidence used as a basis for disqualification and to present evidence to the City as to why the prospective bidder should be found qualified. Requests for a hearing must be made by written request to the City within ten calendar days of the date of the prospective bidder's receipt of the City's notice of intention. If the bidder does not request a hearing within the time allowed, the City's determination shall stand unchallenged and become final.

Within seven calendar days of receiving the bidder's request for a hearing, the City shall notify the bidder in writing of the date, time and place of the hearing. The hearing shall be held no sooner than ten (10) calendar days and no later than fifteen (15) calendar days after the notice is given. The notice shall inform the bidder of its right to present testimony and documents in support of its position.

The hearing shall be conducted before the Redlands City Manager, which may be continued from time to time as reasonably determined by the City Manager, but shall not exceed forty five (45) days. At the conclusion of the hearing, and after considering all testimony and documentation presented, the City Manager shall issue a written decision no later than five calendar days following the hearing. The City Manager's decision shall be final and is not subject to further appeal to the City.

The bidder shall not be entitled to bid on any contracts with the City until it has met the safety pre-qualification standards. If the City Manager approves an appeal, the contractor will have been deemed to meet the qualification standards and it will be valid for one year. The bidder shall have the right to withdraw its application for prequalification or its appeal at any time before the City Manager's decision becomes final. Such withdrawal will not preclude the bidder from re-applying for prequalification.

CONSTRUCTION PROJECTS

A. After a contract is awarded, the Contractor shall maintain, throughout the duration of the project, safety measures as necessary to protect the public and workers within, or in the vicinity of, the designated work zone. This includes an evaluation of the work to be performed and the hazards likely to be encountered. Contractors are expected to follow, at a minimum, all pertinent laws, rules and regulations for the location in which they will be working. Where applicable, Contractor Safety Programs will meet or exceed City programs/ procedures and are subject to review and approval by the City prior to contract execution.

B. Job Hazard Analysis ("JHA")
    1. Prior to a notice to proceed a JHA must be completed utilizing the City's form, or equivalent, to assess the hazards present in the designated work area. Any information requested on the City's form, but not stated on the equivalent form utilized, shall be provided separately with the original submission.
    2. All members of the construction unit must sign the JHA to acknowledge hazard abatement procedures.
    3. JHA must be kept at job site accessible to all impacted personnel.
    4. Failure to follow JHA procedures may lead to termination of the contract.
C. Personal Protective Equipment ("PPE")
    1. All required PPE must be worn at all times during work activities.
    2. All mandatory PPE must be highlighted in the JHA.
    3. PPE shall be provided by the Contractor.
    4. Failure to follow PPE guidelines may lead to termination of the contract.
D. Safety Tailgates
    1. Safety Tailgate Meetings must be held on a biweekly basis for all construction projects.
    2. The first meeting shall take place on Day 1, Week 1 and every other week thereafter.
    3. Tailgates shall be signed by all personnel and submitted to Construction Inspector for recordkeeping.
    4. Tailgate topics should be specific to the scope of work of the project.
E. Injury Reporting
    1. Contractors shall immediately report injuries or accidents to the Project Manager (regardless of severity). Additionally, contractors are responsible for and must also conduct accident investigations of any injuries that occur on site and provide results to the Project Manager.
    2. Use the City Incident Investigation Form (Attachment E), or equivalent, to meet this requirement.
F. Spill Prevention
    1. The Contractor is responsible for any spill within the confines of the project and those outside of the construction limits caused by the Contractor's defective equipment, containers, or personnel.
    2. Secondary spill containment systems shall be used to prevent contamination of the environment.
G. Construction in Occupied Buildings
    1. When building occupants are present during construction projects additional safeguards must be implemented to eliminate exposures and complaints. Dust/ particulates from demolition, sanding and other construction activities must be controlled by adequate ventilation, or containment and negative air ventilation systems based upon the specific type of activity and particle. Similar controls must be utilized for odorous activities including, but not limited to, carpet adhesive, painting, welding, and coatings.
    2. The Contractor shall ensure that the HVAC system is protected in order to prevent contamination. If an HVAC system is unprotected and contaminated by any construction/demolition materials, the Contractor shall be held responsible for the cost of cleaning the system and any subsequent repairs therein.
    3. Negative air ventilation systems shall have appropriate filtration and be exhausted outside of the building.

INSPECTIONS

A. Follow up inspections will be executed to enforce compliance with safety and health requirements.
B. Follow up inspections will be conducted as part of routine site inspections by construction inspector and Risk Management employees.

C. The SPQ aims to provide the City with knowledge of Contractor safety history and safety practices. This minimizes the need for increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining frequency of inspections.
    1. Scale of project;
    2. The frequency with which the number and types of hazards change as the work progresses;
    3. More frequent inspections will be implemented in the beginning of the project; and
    4. When the Contractor has never worked for the City.

TRAINING/DOCUMENTATION

A. Contractor will ensure that all personnel are properly trained for the scope of work they are assigned, as well as the equipment they will be utilizing.
B. Documentation shall be on file with the City prior to project start.
C. Personnel missing training documentation shall not be permitted to work on awarded City projects.
D. Training requirements are mandated by Federal and State Regulations. This may include, but is not limited, to the programs listed in the SPQ.

NON-COMPLIANCE

A. Contractor compliance issues shall be documented on the "Notice of Non-Compliance" form. A copy of this form shall be provided to Contractor for completion.
B. Upon receipt of the completed "Notice of Non-Compliance" form, the Project Manager and Risk Management will evaluate, based on the incident, and identify, as appropriate, any additional corrective and/or preventive actions for completion.
C. If immediate correction is not feasible, the project will be temporarily stopped until the issue is adequately resolved.
D. City staff with authority to stop work are:
    1. Construction Inspector;
    2. City Project Manager;
    3. City Manager; and
    4. Risk Management staff.
E. Any violation or deviation from safety rules, procedures, or regulations, based on evaluation, may be subject to any and all disciplinary actions listed as follows:
    1. Verbal warning
    2. Written warning-Notice of Non-Compliance (work may not continue until approved corrections are implemented);
    3. Dismissal of non-complying personnel; and/or
    4. Termination of Contract.

The City of Redlands maintains the right to terminate any contract for the violation of safety issues without liability to the City.

CITY PERSONNEL

A. All affected City employees will be informed in advance of any construction related work or other contract work which has the potential for impacting their workplace. Notifications will be made to all affected employees via e-mail or written memo by the Project Manager or designee. Notifications must include the following information:
    1. Start and end dates of the work to be completed;
    2. Work areas to be affected;

3. Description of work to be completed;
4. Name and phone number of Project Manager;
5. Name and phone number of Construction Inspector; and
6. Name and phone number of Risk Management.

B. Employees should be instructed to notify Project Manager regarding logistical issues or other concerns. Safety and Health concerns should be directed to either the Project Manager, Inspector, or Safety Specialist.

VII. Recordkeeping

The City's Human Resources / Risk Management Department will maintain all records prepared in association with this CSP, with copies also place on file with the office of the City Clerk.

VIII. Additional References

https://www.dir.ca.gov/title8/336_10.html

City of Redlands
Acknowledgment of Receipt Statement

I acknowledge by signing this document, that I have received and reviewed the City of Redlands' Contractor Safety Program and understand that it contains important information on the City's policies and procedures regarding employee safety as it pertains to Contractor activities. Furthermore, I acknowledge that failure to comply with any of these procedures may lead to termination of the contract with the City.

_____	_____
Contractor Signature	Contractor Title:
_____	_____
Contractor Name (Print)	Date Signed

If you have any questions regarding this document, please contact the
Risk Management Division at (909) 798-7514.

CITY OF REDLANDS
SAFETY PREQUALIFICATION QUESTIONNAIRE

Omitting or reporting false information on this questionnaire may result in disqualification of bid. The City of Redlands reserves the right to conduct random or for-cause audits of information stated in this questionnaire. If deemed necessary, additional documentation may be requested by the City to verify responses on this questionnaire.

SECTION 1 – GENERAL INFORMATION

Company Name:	
Contractor License #:	Expiration Date:
Address:	
City:	State: Zip Code:
Name of Person Submitting Application:	
Title:	Telephone #:
Email Address:	
Identify the highest ranking Safety/Health Professional in your Company:	
Name:	
Title:	Telephone #:

SECTION 2 – INCIDENT RATES & WORKER'S COMPENSATION INFORMATION

INCIDENT RATES **Provide your actual injury and illness data below:**	Provide the NAICS Code Number that best represents your Firm:_____ Provide any additional numbers here: _____

(Provide three full years of data)	Last Calendar	2 Years Ago	3 Years Ago
Number of hours worked by all employees:			
Total Recordable Incident Rate*:			
D.A.R.T. Rate*:			
Total Number of Fatalities:			

Incident Rate = [(Total Recordable Cases X 200,000 hours)/ Number of hours worked by all employees]

D.A.R.T. Rate = [(Total Number of entries for Days Away, Restricted and Job Transfer X 200,000 hours)/ Number of hours worked by all employees]

If your latest incident rates and D.A.R.T. rates are greater than 100% of the industry average for all your NAICS code Numbers Listed, your bid may be disqualified.

The industry average can be found at www.bls.gov

WORKERS' COMPENSATION INFORMATION

1. Provide your Workers' Compensation Experience Modification Rate (EMR) Data:

	Policy Year	EMR
Current EMR*		
1 Year Ago:		
2 Years Ago:		
3 Years Ago:		

* If your current EMR is greater than 1.25, initialing here certifies that you will provide a competent, full- time person or representative responsible for safety for all City projects:_____

* Initialing here certifies that your firm does not have an EMR:_____
(Submit a copy of your firm's Loss Run Reports for the last three years if your firm does not have an EMR.)

Name of your firm's Workers' Compensation carrier:

Phone Number of Workers' Compensation carrier

2. Is your firm self-insured for Workers' Compensation claims?	Yes ❒	No ❒
(If yes, please attach a copy of the latest Annual Report to the State of California Department of Industrial Relations and/or State of California Certificate of Self-Insurance.)		

SECTION 3– CITATION HISTORY

1. Has your firm received any regulatory citations in the last three years?	Yes ❒	No ❒
If yes, please answer the question below.		

2. Were any of the confirmed (Closed) citations classified as Serious, Willful, Repeat, or Failure to abate?	Yes ❒	No ❒
3. If yes, please explain:		
4. Have you abated all of the citations issued to you in the last three years	Yes ❒	No ❒
If no, please explain abatement action plan:		

SECTION 4 – SAFETY POLICIES

	Questions (Please check YES or NO)	YES	NO*
1.	Does your company provide and adhere to a written Illness Prevention Program (IIPP) (CCR Title 8 §3203(a))? If yes, a copy of the program will be required on-hand at the job site throughout the duration of the contract. Please attach a copy to your bid proposal.	☐	☐
2.	Does your company provide and conduct Tailgate Meetings, or equivalent with employees at least every 10 working days. (CCR Title 8 §1509(e))	☐	☐
3.	Does your company have a policy for disciplinary action for unsafe behavior ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203(a)(2))	☐	☐
4.	Does your company provide and abide by a written Code of Safe Practices that relates to your firm's operations. (CCR Title 8 §1509(b)) If yes, a copy of the Code of Safe Practices will be required on-hand at the job site throughout the duration of the contract. Please attach a copy with your bid proposal.	☐	☐
5.	Does your company perform JHAs? (CCR Title 8 §1511(b)	☐	☐
6.	Does your company provide training and retraining programs for ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203 (a)(2), (a)(7)	☐	☐
7.	Does your company provide training and retraining programs for ensuring employee compliance	☐	☐

*Please provide reason(s) for NO answer in the box below or on a separate sheet of paper.

Failure to provide the above-referenced documents will result in the contractor's bid being disqualified.

SECTION 5 – SAFETY PROGRAMS AND PROCEDURES

PLEASE ANSWER ALL QUESTIONS BY CHECKING YES OR NO, AND ATTACHING APPROPRIATE DOCUMENTS THAT MAY APPLY OR AS REQUESTED.

		YES	NO
1.	**Is Confined Space work anticipated in the scope of the work awarded? (If no, please proceed to Question 2)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Confined Space Entry Procedure		☐	☐
List of personnel authorized on jobsite to work in confined space(s)		☐	☐
List of personnel authorized on jobsite to serve as Rescue Team		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

2.	**Is work requiring Lockout/Tagout protocols anticipated in the scope of the work awarded? (If no, please proceed to Question 3)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Lockout/Tagout (LOTO) Procedure		☐	☐
List of personnel authorized on jobsite to perform LOTO		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

3.	**Is work requiring a personal lift anticipated in the scope of the work awarded? (If no, please proceed to Question 4)**	☐	☐
	If yes, please attach the following:	Attached?	
List of personnel authorized on jobsite to use lifts		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

4.	**Is work requiring a forklift anticipated in the scope of the work awarded? (If no, please proceed to Question 5)**	☐	☐
	If yes, please attach the following:	Attached?	
List of personnel authorized on jobsite to use a forklift		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

5.	**Is work requiring a crane anticipated in the scope of the work awarded? (If no, please proceed to Question 6)**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Crane Program		☐	☐
Copy of all expected Crane operators' Certifications		☐	☐
List of personnel designated as Competent under Crane program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

6.	**Is Hot Work (as defined by OSHA) anticipated in the scope of the work awarded? (If no, please proceed to Question 7)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hot Work Procedure	☐	☐
	List of personnel authorized on jobsite to perform Hot Work	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

7.	**Is Trenching/ Excavation work anticipated in the scope of the work awarded? (If no, proceed to Question 8)**	☐	☐
	Is a plan in place for the disposal of all material that cannot be returned to the trench/ excavation?	☐	☐
	Are appropriate materials for barricading or securing work area at jobsite?	☐	☐
	Has a permit from the Department of Industrial Relations for excavations deeper than 5 feet been obtained?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Trenching/ Excavation Procedure	☐	☐
	Copy of Permit if trench is to exceed depth of 5 feet	☐	☐
	List of personnel designated as Competent under Trenching/ Excavation Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

8.	**Is electrical work anticipated in the scope of the work awarded? (If no, proceed to Question 9)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Electrical Safety Program	☐	☐
	List of personnel designated as Competent under Electrical Safety Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

9.	**Is work that may have an arc flash potential anticipated in the scope of the work awarded? (If no, proceed to Question 10)**	☐	☐
	Are all materials required to safely perform arc flash present?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of Arc Flash Procedure	☐	☐
	List of personnel designated as Competent under Arc Flash Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

10.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 11)?**	☐	☐
	If yes, please attach the following:	Attached?	
Copy of written Hearing Conservation Program		☐	☐
List of personnel working in high noise areas		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

11.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 12)?**	☐	☐
	* Copies of SDS for Chemicals used must be kept at jobsite		
	Please attach the following:	Attached?	
Copy of written Hazard Communication Program		☐	☐
List of personnel performing work with chemicals		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐
	List trade names of all hazardous materials which you will be using on site:		

12.	**Is work on or adjacent to public roadways anticipated in the scope of the work awarded. (If no, proceed to Question 13)**	☐	☐
Do you have the appropriate provisions (signs, devices, barricades/)		☐	☐
	Please attach the following:	Attached?	
Please provide a list of personnel working in traffic areas.		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

NOTE: If awarded bid, more documentation may be required

13.	**Is it anticipated in the scope of the work awarded that exposure to asbestos is possible? (If no, proceed to Question 14)**	☐	☐
	Please attach the following:	Attached?	
Copy of written procedure(s)		☐	☐
List of personnel working with potential exposure to asbestos		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

14.	**Is it anticipated in the scope of the work awarded that exposure to silica is possible? (i.e. sandblasting, concrete demolition, concrete saw cutting, surface grinding, etc.) (If no, proceed to Question 15)**	☐	☐
Please attach the following:		Attached?	
Copy of Silica Control Plan		☐	☐
List of personnel working with potential exposure to silica		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

15.	**Is work at heights anticipated in the scope of the work awarded? (If no, proceed to Question 16)**	☐	☐
Please attach the following:		Attached?	
Copy of written Fall Protection Program		☐	☐
List of personnel designated as Competent under Fall Protection Program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

16.	**Is work requiring the use of respirators anticipated in the scope of the work awarded? (If no, proceed to Question 17)**	☐	☐
Please attach the following:		Attached?	
Copy of written Respiratory Protection Program		☐	☐
List of personnel using respirators		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

17.	**If the scope of work to be performed is not adequately represented by questions (1-16), please list any additional Health & Safety concerns below.**

SECTION 6 – COMPLIANCE HISTORY ON CITY PROJECTS

In addition to the previous sections, Contractors that have previously been awarded work by the City, will be equally evaluated on their compliance history in relation to City projects.

SECTION 7 – CERTIFICATION STATEMENT

I Certify under penalty of perjury that:

a. the information contained herein is true and correct to the best of my knowledge, and

b. no attempt has been made to give false or misleading information or to withhold any information.

Signature of Authorized Representative:	Title of Authorized Representative
Printed Name of Authorized Representative	Date Signed:

NOTICE OF NON-COMPLIANCE

Project: _____

Contractor: _____

Notice of Non-Compliance was issued to Contractor's representative,_____,
Name

on_____at_____.

The following unsafe behaviors were observed at the Contractor's job site:

_____
_____
_____
_____
_____
_____
_____

If the unsafe condition is not immediately corrected, the City of Redlands may take disciplinary action in accordance with the Contractor Safety Program guidelines.

_ _ _ _

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigat	Required PPE
			☐ Hard Hat ☐ Safety Vest ☐ Safety Glasses/Goggles ☐ Safety Boots ☐ Respirator ☐ Safety Gloves ☐ Face Shield ☐ Fall Protection ☐ Other: _____ _____ _____ _____

Signatures of Employees On-Site this JHA is applicable to:

Employee Signature:	**Print Name:**	**Date:**

INCIDENT INVESTIGATION FORM

Date of Incident:	Time of Incident:	Date Reported:
Lead Investigator:	Contact Information:	
Contractor:	Employee Name:	
Witness 1 Name:	Telephone:	
Witness 2 Name:	Telephone:	
Incident Site/ Location		
Incident Summary:		
Near Miss Yes No	Incident Severity: Minor Significant Major Critical	
Root Cause(s):		
Corrective Actions:		

City Council/Financing Authority Meeting **N. 3.**

DATE: 09/17/2024

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of May 21, 2024 (Secretary Donaldson)

MOTION:

I move to approve the regular meeting minutes of May 21, 2024

Attachments

Regular meeting minutes of May 21, 2024

MINUTES

Regular meetings of the City Council and the Redlands Financing Authority of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on May 21, 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; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; David Ketcherside, Fire Batallion Chief; Jeremy Floyd, Police Commander; Tabitha Crocker, Facilities and Community Services Director; Robert Meteau, HR/Risk Management Director

Mayor Tejeda called the meeting to order and announced there were no closed session matters scheduled for the City Council to consider. The meeting recessed at 5:00 P.M.

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Davis, followed by the pledge of allegiance to the American flag.

PRESENTATIONS

Proclamation Idiopathic Hypersomnia Day

Mayor Tejeda presented the Proclamation declaring June 1, 2024 as Idiopathic Hypersomnia Day Proclamation to Caitlyn Early and her family, Stephanie Muckey, Tim Muckey, and Juliette Early.

Proclamation Dutch American Heritage Month

Council Member Saucedo presented a Proclamation declaring May 2024 as Dutch American Heritage Month to Ken DeWitt, Marcia Van Mouwerik and Doug Jorritsma.

Proclamation Portuguese American Heritage Month

Council Member Saucedo presented the Proclamation declaring May 2024 as Portuguese American Heritage Month to John Fontes and David Moore.

PUBLIC COMMENT

Public comments were presented either in-person, via Zoom, via cell phone or landline.

Reasonable Limits to Vitriolic Speech - Andy Hoder, Phil Courtney and Michael Paisner urged the Council to consider establishing reasonable limits on speakers whose language is inflammatory or vitriolic

Undergrounding Utility Lines - Michael Paisner discovered that the City's undergrounding utility program was discontinued, and he was concerned that this did not align with the General Plan.

Budget Workshop Reflections - In response to the recent Workshop presentation of the Biennial Proposed FY 25-26 Budget on May 20, Dennis Bell said it raised more questions than provided answers, and he listed several concerns and posed questions about a number of items.

Sale of South Mountain Water Shares - David Armstrong thought it short-sighted of the City to sell the South Mountain Water Company shares and said it seemed they were undervalued at the time of sale. He asked whether an appraisal had been done and pointed out these were historic water rights.

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 May 7, 2024.

Vote: 5 - 0 Passed

Proclamation Idiopathic Hypersomnia Day

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring June 1, 2024, as Idiopathic Hypersomnia Day.

Vote: 5 - 0 Passed

Proclamation Dutch American Heritage Month

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring May 2024 as Dutch American Heritage Month.

Vote: 5 - 0 Passed

Proclamation Portuguese American Heritage Month

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring May 2024 in recognition of Portuguese American Heritage Month.

Vote: 5 - 0 Passed

Adopt Ordinance No. 2963 Freeway-Orientated Signs & Sign CUP No. 28

Development Services Director Desatnik briefly explained Ordinance No. 2963, amending Title 15, Section 15.36.420 related to Freeway-Orientated Signs and Sign Conditional Use Permit No. 28 was introduced on May 7, 2024, and staff is requesting the Council consider adoption tonight. As public comment, Andy Hoder questioned why In N Out Burger needs any sort of sign at all, especially one that is 95 feet tall, as their name and brand recognition is extremely high. Michael Paisner raised concerns that the Applicant representing In N Out may have misled the Council when they indicated most of their stores have a large sign such as the one proposed for Redlands.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council adopted, by roll call vote, Ordinance No. 2963 amending Title 15, Section 15.36.420 related to Freeway-Orientated Signs and Sign Conditional Use Permit No. 28 to construct a Freeway-Orientated Sign located at the southwest corner of West Lugonia Avenue and Citrus Plaza Drive, on the west side of the Interstate 210 freeway. (In N Out Burger).

Vote: 4 - 1 Passed

NAY: Council Member Jenna Guzman-Lowery

Adopt Ordinance No. 2967 Agricultural Tourism

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Ordinance No. 2967 pertaining to agricultural tourism and related uses within the A-1, Agricultural zone of the City of Redlands (Chapter 18.20 of the Redlands Municipal Code).

Vote: 5 - 0 Passed

Resolution No. 8588 Street Vacation No. 192 - 665 E Sunset Drive North

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8588 for Street Vacation No. 192, a request for summary vacation of excess public right-of-way, approximately 4,000-square feet in area that is not used for any public or roadway purposes, located on a property with an existing single-family residence at 665 East Sunset Drive North (APN: 0176-481-01-0000). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.

Vote: 5 - 0 Passed

Agreement for Temporary Shelter Beds for the Homeless

Homeless Solutions Manager David Rabindranath reviewed the Agreement with Church of Religious Science doing business as CRS Redlands for $180,000, to be paid from the Encampment Resolution Funding Grant, to provide temporary shelter beds to the homeless. As public comment, Ed Torres, President of CRS thanked everyone for keeping these services going, and he offered special thanks to Rick Ferguson, the Contemporary Club and Mayor Pro Tem Barich.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the Homeless Resource Services agreement is exempt from environmental review pursuant to Section 15301 of the CEQA Guidelines; and approved the Homeless Resource Services Agreement with Church of Religious Science doing business as CRS Redlands for $180,000, to be paid from the Encampment Resolution Funding Grant, to provide temporary shelter beds to the homeless.

Vote: 5 - 0 Passed

Amending Agreement Automated Metering Infrastructure Project

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 the First Amendment to the Non-Professional Service Agreement with Ferguson Enterprises, LLC is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the First Amendment to the Non-Professional Service Agreement with Ferguson Enterprises, LLC for the Automated Metering Infrastructure Project authorizing a second year extension to the Agreement.

Vote: 5 - 0 Passed

In-kind Support Olive Avenue Market Centennial Event

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the in-kind support and temporary street closure is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act; approved a request for in-kind support in the amount of $600 relating to the Olive Avenue Market Centennial event hosted by Redlands Chamber of Commerce to be held on June 8, 2024; and approved a request to temporarily close a portion of South Michigan Street.

Vote: 5 - 0 Passed

RUSD Temporary Street Closures

Facilities and Community Services Director Crocker introduced the request for the temporary closure of Eureka Street, Grant Street, and Glenwood Drive for the Redlands Unified School District graduations from June 3 through 7, 2024. As public comment, Dennis Bell said the graduations held at the Redlands Bowl were simply a nuisance and should be moved to the school's football stadiums.

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 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 temporary street closures from June 3rd through June 7th, 2024, relating to the Redlands Unified School District graduation activities.

Vote: 5 - 0 Passed

POs for Repairs to Solid Waste Collection Trucks

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a sole source purchase order with All American Truck & Auto Body in the amount not to exceed $44,694.84 and a sole source purchase order with Rush Truck Centers in the amount not to exceed $54,426.86 for repairs to solid waste collection trucks.

Vote: 5 - 0 Passed

PO Video Detection Units Traffic Signals

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 three (3) Iteris video detection units for the traffic signals from Iteris, Inc. for an amount not to exceed $86,782.66.

Vote: 5 - 0 Passed

Facility Use Agreement with Redlands Theatre Festival

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the Facility Use Agreement with Redlands Theatre Festival is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act Guidelines; and approved the Facility Use Agreement with Redlands Theatre Festival for use of the Sewall Theatre within Prospect Park.

Vote: 5 - 0 Passed

Cost-Sharing / Reimbursement Agreement Water from Pioneer Mutual Water Company

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a Cost-Sharing and Reimbursement Agreement between the City of Redlands and other shareholders currently utilizing and accessing water from Pioneer Mutual Water Company concerning the Pioneer Mutual Water Company Well Repair and Operations; approved an additional appropriation and re-allocation of funds from the Agricultural Open Space-Acquisition/Conservation Easement category of the Nevada Palmetto Grove sale proceeds in the amount of $100,000. The funds represent the City portion of well repairs needed to supply water to Riverview Grove.

Vote: 5 - 0 Passed

SBCTA Letter of Support

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a letter of support for the San Bernardino County Transit Authority (SBCTA) to include in their application to Caltrans for the Cycle 7 Active Transportation Program funding.

Vote: 5 - 0 Passed

COMMUNICATIONS

2024 City County Conference Report

Council Member Saucedo provided a report relating to the City County Conference 2024, hosted by the San Bernardino County Transit Authority (SBCTA) held May 16-17 in Lake Arrowhead. The conference brings together elected officials and agency staff to hear presentations about important countywide topics. He and City Manager Duggan attended various sessions, with topics ranging from, Cyberthreats as a Business, Building Better Communities / Homelessness Projects, Street Vending, Changing the Narrative and a Legislative Roundtable discussion.

Resolution No. 8589 Review of In-kind Support Policy

Council Member Saucedo opened the discussion related to Resolution No. 8589, amending the policy for the consideration of requests for in-kind support and/or the contribution of City resources by nonprofit organizations hosting special events within the City. The proposed changes would limit nonprofit organizations to two requests for in-kind support for the period of January 1 to June 30 and two requests for the period of July 1 to December 31 of each calendar year.

Council Members Guzman-Lowery and Davis did not see the value in restricting the number of times a group held events and stressed the economic vitality these events bring to the downtown area and the important work being done to benefit the community at large. Mayor Tejeda thought it prudent to limit how many times one group submits a request and Mayor Pro Tem Barich said that four requests per year seemed reasonable.

As public comment, Michael Paisner was disappointed that this item was even up for discussion and said that it seemed evident to him that the new policy was related to the nonprofit group,

Stronger Together Now (STN). Jennifer Maravillas was struggling to understand the purpose of limiting the number of events held, when it will be the community who loses, and she said the optics had the appearance of targeting STN. Andy Hoder stated it would be wise to set standards, and he supported reasonable restrictions, based on value, number of requests, request amounts and size of the events. Redlands Chamber of Commerce Director Evan Sanford suggested the Council consider a compromise by allowing six in-kind requests a year, rather than four requests.

Council Member Saucedo explained this proposal was not prepared in response to the in-kind requests made by Stronger Together Now and after listening to his colleagues and the public, he decided to pull the item from consideration.

NEW BUSINESS

Workers' Compensation Program

Human Resources/Risk Management Director Meteau provided background of an agreement for Third Party Claims Administration for the City's Self-Insured Workers' Compensation Program to facilitate the day-to-day operations and assure that the City complies with the ever-changing Workers' Compensation regulations.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, a three-year agreement with AdminSure, Inc. for the administration of the City's Self-Insured Workers' Compensation Program in an amount not to exceed $382,320.

Vote: 5 - 0 Passed

Resolution No. 8590 Renaming of Public Facilities

Mayor Tejeda was extremely pleased to introduce multiple resolutions for the renaming and naming of certain public facilities in Redlands. He submitted the recommendations to city staff for consideration by the Parks and Recreation Advisory Commission and the City Council to: 1) Rename the Redlands Community Center in honor of Joe R. Gonzales, which would be in addition to the baseball field in Tract No. 20336, "Joe Gonzales Field," named in honor of Joe R. Gonzales, as there is no limitation noted within Resolution No. 7711; 2) Rename the Redlands Community Senior Center in Honor of Eddie and Gloria Flores 3) Name the Dining Room at the Redlands Community Senior Center in honor of Mary Reyes Sanchez; and 4) Rename the Community Park in honor of Norman N. Martinez and Oddie J. Martinez. On April 11, 2024, the Parks and Recreation Advisory Commission unanimously recommended that the City Council approve the requests.

In joyful celebration of these special individuals who have served the City so well, Mayor Tejeda asked family members to be present to provide historical perspectives and offer personal stories regarding the commitment and dedication of the nominees. Several members of the audience participated, describing the vital and lasting impact the nominees have made on the community.

The Mayor called for a brief recess at 7:45 P.M. so photos could be had by all and the meeting

reconvened at 7:51 P.M.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously adopted, by roll call vote, Resolution No. 8590, renaming the Redlands Community Center in honor of Joe R. Gonzales; adopted Resolution No. 8591, renaming the Redlands Community Senior Center in honor of Eddie and Gloria Flores; adopted Resolution No. 8592, naming of the dining room at the Redlands Community Senior Center in honor of Mary Reyes Sanchez; and adopted Resolution No. 8593 renaming of Community Park in honor of Norman N. Martinez and Oddie J. Martinez.

Vote: 5 - 0 Passed

Amending Agreement for On-Call General Architectural Services

Facilities and Community Service Director Crocker reviewed the need to amend the Professional Services Agreement with Miller Architectural Corporation to increase the total compensation to an amount not to exceed $400,000 and extend the term by one additional year to provide on-call general architectural services. There are several City projects still in progress with Miller Architecture and will not be completed within the initial terms of the agreement. To ensure progress continues on these projects, the Facilities and Community Services Department initiated the proposed amendment with Miller Architecture. The First Amendment to this agreement will continue to help expedite the projects and efficiently use available funds. The funding for this amendment will be derived from individual project budgets in an amount not-to-exceed $100,000. The term of the amendment will extend the agreement by one additional year.

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 Professional Services Agreement with Miller Architectural Corporation to increase the total compensation to an amount not to exceed $400,000 and extend the term by one additional year to provide on-call general architectural services.

Vote: 5 - 0 Passed

Contract Award Community Park Sports Lighting Installation

Facilities and Community Services Director Crocker introduced the Public Work Construction Contract with Metrocell Construction, Inc. for the installation of sports lighting at Community Park.

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 project is categorically exempt from environmental review in accordance with Section 15304 of the State's guidelines implementing the California Environmental Quality Act; and approved the Public Work Construction Contract with Metrocell Construction, Inc. for labor and materials to install sports lighting at Community Park for an amount not to exceed $576,469.26.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Pro Tem Barich attended the Library Board meeting and participated in a tour of police facilities, led by Chief Tolber.

Council Member Davis attended the Omnitrans Board Meeting and enjoyed the Youth Hope Dinner event.

Council Member Guzman-Lowery was thrilled to participate in the City-sponsored Senior Breakfast with a City Official event held earlier this morning at the Community Center, enjoyed the Youth Hope Dinner event and has continued meeting with various constituents to discuss the City's accomplishments.

Council Member Saucedo attended the skate park competition hosted by the Redlands Optimists Club.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:02 P.M. The next regular meeting of the City of Redlands City Council will be held on June 4, 2024.

REDLANDS FINANCING AUTHORITY

Chairman Tejeda called the meeting to order and offered anyone present the opportunity to address the Board on any subject, not already on the agenda, within the jurisdiction of the Redlands Financing Authority.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Barich, seconded by Board Member Guzman-Lowery, the minutes of the regular meeting of January 16, 2024 were unanimously approved, by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Redlands Financing Authority Board of Directors' meeting was adjourned at 8:04 P.M. The next Redlands Financing Authority meeting will be held on September 17, 2024.