Adjourned Regular Meeting
Adjourned from the regular meeting of July 18, 2023

CITY OF REDLANDS

CITY COUNCIL

A G E N D A

JULY 25, 2023

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, (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 meeting of the City Council of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, JULY 25, 2023

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

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5:00 P.M.

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

B. **Recess until 6:00 P.M. Open Session (There are no Closed Session matters)**

6:00 P.M.

C. **Reconvene City Council Meeting**

D. ***Invocation by Jenna Guzman-Lowery - 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.)

E. **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.)

F. **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 July 5, 2023 (City Clerk Donaldson)

2. Approve recommendation for appointments to the Citizens' Measure T Oversight Committee (Mayor Tejeda)

3. Authorize proclamation celebrating the Redlands Bowl 100th Year Anniversary (Mayor Pro Tem Barich)

4. Adopt Salary Resolution No. 8504 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8466 (Assistant City Manager McConnell)

5. Acceptance of the California Automated Processing (CalApp) Grant Award of up to $60,000 towards automating the solar permitting process, approve an additional appropriation of the same, and adopt Resolution No. 8501 authorizing the City Manager or designee to execute the Grant Agreement, and all other related documents (Development Services Director Desatnik)

6. Approve an intergovernmental purchase of Palo Alto Networks Firewall Hardware and Software Support, for network security enhancements from Digital Scepter Corporation in the amount of $240,263 (Management Services/Finance Director Garcia)

7. Approve the sale of a 2002 Type I Seagrave Fire Engine to the Crafton Hills College for their Fire Academy and Fire Technology Programs (Fire Chief Sessler)

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8. Approve a Sponsorship Agreement with the California Conservation Corps for participation in the Wildland Fire Mitigation and Fuels Reduction Program (Fire Chief Sessler)

9. Acceptance of the 2023-2024 Community Development Block Grant (CDBG) in the amount of $334,141 from the County of San Bernardino, approve an additional appropriation of the same, and adopt Resolution No. 8506 authorizing the City Manager, or designee, to execute the Grant Agreement and all other related documents (Development Services Director Desatnik)

10. Adopt Resolution No. 8499 for new connections to the City of Redlands water distribution and sewer collection systems for seven vacant parcels located at the northeast corner of the intersection Nice Avenue and Turquoise Avenue and identified as county of San Bernardino Assessor's Parcel Numbers 0298-103-14-0000 through 0298-103-20-0000 in the unincorporated community of Mentone within San Bernardino County, adopt Resolution No. 8500 relating to Pre-Annexation Agreement No. 23-08 and determine that approval of the Resolutions is exempt from environmental review pursuant to Sections 15303 and 15319 of the California Environment Quality Act (CEQA) guidelines (Development Services Director Desatnik)

11. Adopt Resolution No. 8495 for the Fiscal Year 23/24 through Fiscal Year 27/28 Five Year Measure I Capital Improvement Plan, and determine that the project is exempt under Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

12. Adopt Resolution No. 8498 establishing a no-parking zone and restricted parking zone from 10:00 PM to 6:00 AM on Industrial Park Avenue between Nevada Street and Alabama Street and determination that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

13. Approve the hold harmless agreement with Redlands Joint Venture, LLC, Majestic Realty Co. for use of its facilities for the Heroes and Helpers 2023 Event (Deputy Chief Cantrell)

14. Accept the donation of a 2023 Toyota Tundra for the Redlands Police Department's Citizen Volunteers, valued in the amount of $53,156.68, from the Redlands Police Community Foundation; and authorize an additional appropriation of the same amount (Deputy Chief Cantrell)

15. Approve the request for in-kind support for $8,344 related to the Downtown Redlands Artwalk event hosted by the Kid's Cures Foundation to be held on October 29, 2023, approve a request to close East State and 5th Street, authorize the request for the sale and consumption of alcoholic beverages in Ed Hales Park, and determine that the approval of the request is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

16. Approve a Second Amendment to the Public Works Contract with Armstrong Cal Builders, Inc. for the Joslyn Senior Center Renovation Project to extend the time for completion by seventy-five (75) calendar days and determine that the project is categorically exempt from environmental review pursuant to Section 15061 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

17. Approve a First Amendment to the Public Works Contract with VT Electric, Inc. for the Prospect Park Lighting Upgrades, to extend time for completion by ninety (90) calendar days (Facilities and Community Services Director Crocker)

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18. Approve the License Agreement with International Aerobatic Club Chapter 26, for use of the Redlands Municipal Airport for the 2023 Official Regional Aerobatic Competition to be held August 31, 2023 through September 3, 2023, and determine that the project is exempt from environmental review pursuant to Section 15323 of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

G. **Communications**

1. Discussion and Possible Action Related to the use of Zoom for City Council and Planning Commission meetings and Teleconferencing under Assembly Bill (AB) 2449 (Mayor Tejeda)

2. Authorize expenditure of funds for travel to Sister Cities Hino,Japan, for Mayor Tejeda to attend the 60-year celebration of Hino's establishment, and the anniversary of the Sister Cities relationship (Mayor Tejeda)

3. Discussion and possible action relating to Resolution No. 8508 establishing the process for the selection of the Mayor and Mayor Pro Tempore and their respective terms of office and repealing Resolution No. 8414 (Mayor Tejeda)

H. **Public Hearings**

1. Resolution No. 8497- Delinquent Municipal Services Account Report
(Mayor to declare the meeting open as a public hearing)

   A. Public Hearing to Consider Resolution No. 8497 approving the Delinquent Municipal Services Account Report and Submittal of the Report to the Auditor-Controller of San Bernardino County for Lien Processing (Management Services/Finance Director Garcia)

2. Resolution No. 8502- Delinquent Administrative Citation and Fine Report
(Mayor to declare meeting open as a public hearing)

   A. Public Hearing to Consider Resolution No. 8502 approving the Delinquent Administration Citation Fine Report and submittal to the Auditor-Controller of San Bernardino County for Lien Processing (Facilities and Community Services Director Crocker)

I. **New Business**

1. Consideration of Resolution No. 8503 to approve a Density Bonus Agreement for a 108-unit, market-rate, multi-family project that is deed restricted for senior housing (55+) located between Grove Street and Judson Street, south of the Orange Blossom Trail (APNs: 0170-221-53-0000 and 0170-221-55-0000) and determine that approval of this resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Development Services Director Desatnik)

2. Consideration of accepting two (2) Highway Safety Improvement Program grants for projects totaling $653,600 and $245,000, respectively; rejecting one (1) Highway Safety Improvement Program grant in the amount of $718,100; and approving an additional appropriation of $808,740 for this project (Municipal Utilities and Engineering Director Harris)

3. Consideration of Resolution No. 8507 annual purchase order requests with various vendors; an intergovernmental piggyback cooperative purchase order with Napa Auto Parts; and the award of contract to Siteone Landscape Supply for irrigation supplies and materials for the Facilities and Community Services Department; and determination that they are 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)

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4. Consideration of Memoranda of Understanding negotiated by City staff between the City of Redlands and the Redlands Association of Fire Management Employees and Teamsters Local 1932 (Assistant City Manager McConnell)

5. Consideration of the acceptance of the California Interagency Council on Homelessness (Cal ICH) Unit of the Business, Consumer Services and Housing Agency for the Encampment Resolution Funding Program (ERF-2-R) grant award in the amount of $4,529,069, authorize the City Manager or his designee to execute the grant agreement and related program documents, and authorize an additional appropriation of $4,529,069 (Assistant City Manager Boatman)

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

K. **Adjournment**
The next regular meeting of the City Council will be held on September 5, 2023.

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

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

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City Council Meeting **F. 1.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of July 5, 2023 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of July 5, 2023.

Attachments

Meeting Minutes of July 5, 2023

MINUTES

Regular meetings of the City Council and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on July 5, 2023 at 5:00 P.M.

Present:	Eddie Tejeda, Mayor Denise Davis, Council Member Jenna Guzman-Lowery, Council Member Mario Saucedo, Council Member
Absent:	Paul Barich, Mayor Pro Tempore
Staff:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; 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

None forthcoming

CLOSED SESSION

Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Abich Garcia)
One Case:

1. Nelson v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2014053

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Mayor Tejeda followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

City Attorney Garcia announced that no reportable action was taken during the closed session.

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Animal Services Officer Trevor Houser introduced “Dasher”, a four-year-old male Pit Bull mix who is available for adoption, along with thirty-eight other dogs and eighteen cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been twenty-six dogs and thirty-five cats adopted in June 2023.

Proclamation Recognizing Clare Henry Day

Mayor Tejeda presented a Proclamation to Michael Day recognizing Clare Henry Day, for his lifetime of service to his profession and for leaving an architectural legacy in Redlands. Clare Henry Day's work is an important part of the Inland Empire's architectural history.

PUBLIC COMMENT

Appreciation- Fernando Ramirez expressed his appreciation of the Council's commitment to invest in the north side and make improvements to Colton Avenue.

Mid-Century Modern Inventory - John Beall, Kathleen Beall and Steve Spiller thanked the Council for recognizing Clare Henry Day for the architectural legacy he left in Redlands and throughout the Inland Empire. They urged the City to conduct a property inventory of mid-century modern homes, as other cities have done. They stated a proper list was desperately needed in order to capture the historical value and worth of these significant structures.

CONSENT CALENDAR

Minutes

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the regular meeting minutes of June 20, 2023.

Vote: 4 - 0 Passed

Proclamation Recognizing Clare Henry Day

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the issuance of a proclamation recognizing Clare Henry Day, for his lifetime of service to his profession and for leaving an architectural legacy in Redlands and the Inland Empire.

Vote: 4 - 0 Passed

Cultural Arts Commission Appointment

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously appointed, by roll call vote, Crystal V. Lopez to serve the remainder of a four-year term on the Cultural Arts Commission ending January 6, 2026.

Vote: 4 - 0 Passed

Settlement Agreement Disclosure

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the public disclosure of details of an Agreement of Settlement and General Release between the City of Redlands and Pamela Nelson. Under the terms of the agreement, the City agrees to pay Ms. Nelson $50,000 to settle and dispose of disputes and controversies associated with civil action pending in the San Bernardino County Superior Court entitled Pamela Nelson v City of Redlands, et al., Case No. CIVSB2104053.

Vote: 4 - 0 Passed

Resolution No. 8453 Terminating Local Emergency

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously adopted, by roll call vote, Resolution No. 8453 terminating the local emergency previously proclaimed in response to the COVID-19 pandemic.

Vote: 4 - 0 Passed

In-Kind Support Vibe Health and Wellness Festival

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, 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 closure of East High Avenue, Division Street, East Park Avenue, North University Street, Sylvan Boulevard, North Grove Street, East Brockton Avenue, and Chapel Street; and authorized the expenditure of city resources and in-kind support in the amount of $13,471 related to this event, hosted by the University of Redlands - Alliance For Community Transformation and Wellness (ACTW) and scheduled to be held on September 17, 2023, within Sylvan Park and the surrounding area.

Vote: 4 - 0 Passed

Grant Award Acceptance

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously accepted, by roll call vote, the grant award from San Manuel Band of Mission Indians to fund the 2023 Redlands Emergency Services Academy in the amount of $30,000; and authorized an additional appropriation of the same to the Police Department.

Vote: 4 - 0 Passed

Resolution No. 8490 Levying Special Taxes CFD No. 2004-1

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8490 levying special taxes with the City of Redlands Community Facilities District No. 2004-1, to establish the maximum tax rates for CFD No. 2004-1, and to authorize the City Clerk to file necessary information with the County Auditor/Controller for Fiscal Year 23/24.

Vote: 4 - 0 Passed

Ordinance No. 2959 (Second Reading) Inclusionary Housing Program

Development Services Director Desatnik reviewed Ordinance No. 2959, explaining this was the second reading to amend Title 18 (zoning regulations) of the Redlands Municipal Code by adding chapter 18.230 for an Inclusionary Housing Program for the City of Redlands. As public comment, Bruce Laycook, of Human Good Affordable Housing, voiced concerns about in lieu fees and requested the Council exclude the moderate-income category altogether. Maribel Nunez, of Inland Equity Community Land Trust, suggested the ordinance still needed work and she reminded everyone the purpose of the document was to create more affordable housing.

Director Desatnik stated the Planning Commission had added the moderate-income category as a way to provide more flexibility to target moderate income groups. Council Member discussion zeroed in on income categories, affordable rents and the consideration of revising language. City Manager Duggan and City Attorney Garcia pointed out that if changes were made to the ordinance, it would require a re-introduction and a second reading before it could be incorporated into the City's Municipal Code.

On motion of Council Member Mario Saucedo, seconded by Mayor Eddie Tejeda, the City Council unanimously adopted, by roll call vote, Ordinance No. 2959 amending Title 18 (zoning regulations) of the Redlands Municipal Code by adding chapter 18.230 for an Inclusionary Housing Program for the City of Redlands.

Vote: 4 - 0 Passed

Amending Agreement for Field Survey / Plan Review

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of this agreement amendment is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; approved the First Amendment to the Professional Services Agreement with CASC Engineering and Consulting, Inc., changing the name of the City's representative, and extending the end term of the agreement from October 19, 2023 to October 19, 2024 with an option to extend the agreement one additional year; and authorized an additional appropriation of $57,415 from the General Fund unassigned fund balance to Development Services FY 2023-24 Land Use Engineering Budget.

Vote: 4 - 0 Passed

Amending Agreement Software Licensing and Consulting Services

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the First Amendment to the Agreement with Liftoff, LLC for software licensing and consulting services.

Vote: 4 - 0 Passed

Resolution No. 8494 Appropriations Limit for FY 2023-2024

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8494 establishing a $158,949,814 appropriations limit for Fiscal Year 2023-2024 pursuant to Article XIII B of the California Constitution.

Vote: 4 - 0 Passed

Cal-ID/Identix Maintenance Payment

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the annual payment to San Bernardino County Sheriff's Department (Cal-ID/Identix) in the amount of $85,650 for Redlands Police Department's Fingerprint Identification Services.

Vote: 4 - 0 Passed

Resolution No. 8492 Investment of City Monies

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8492 authorizing the investment of City monies in the Local Agency Investment Fund and Rescinding Resolution No. 8278.

Vote: 4 - 0 Passed

Resolution No. 8493 Updating Authorized Signers

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8493 updating the Authorized Signers on all accounts held with U.S. Bank, N.A. and Rescinding Resolution No. 8279.

Vote: 4 - 0 Passed

COMMUNICATIONS

Resolution No. 8505 Denouncing Intolerance

Council Member Saucedo opened the discussion surrounding Resolution No. 8505, denouncing intolerance and encouraging respect, inclusivity, compassion and hospitality. He pointed out the City had seen an uptick in instances of hate and harassment in the community and this resolution was the result of his desire to respond to hate crimes and combat extremism. He added the way to stop hatred was to come together as a community. As public comment, Steve Rogers said the general intent of the resolution was positive, but he thought the approach was backwards and the Council should be subscribing to this behavior themselves, not mandating it for the residents. He strongly suggested the Council consider adopting a code of conduct and ethics policy for all employees, including themselves. Council Members Davis and Guzman-Lowery both agreed this was a good start to combat hate, but they were hoping to see this paired with actionable items.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously adopted, by roll call vote, Resolution No. 8505 denouncing intolerance and encouraging respect, inclusivity, compassion and hospitality.

Vote: 4 - 0 Passed

NEW BUSINESS

City Manager's Employment Agreement

Assistant City Manager McConnell reviewed the Amended and Restated City Manager Employment Agreement between the City and Charles M. Duggan, Jr. The agreement proposed several terms as identified in the staff report, including a seven percent (7%) increase to his salary, beginning July 1, 2023; a two percent (2%) increase to his salary beginning July 1, 2024; and a two percent (2%) increase to his salary over the prior year beginning July 1, 2025. As public comment, Steve Rogers questioned the timing of the new contract and thought it premature since all of the City's bargaining units had not agreed to terms. Bruce Laycook stated that in all his dealings with City Manager Duggan, he found him to be extremely knowledgeable and professional in every way. Council Member Saucedo and Mayor Tejeda added Mr. Duggan was doing an excellent job and

they fully supported this agreement.

On motion of Mayor Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the Amended and Restated City Manager Employment Agreement between the City of Redlands and Charles M. Duggan, Jr.

Vote: 4 - 0 Passed

City Attorney Employment Agreement

Assistant City Manager McConnell introduced the First Amendment to the City Attorney Employment Agreement between the City of Redlands and Yvette M. Abich Garcia. The First Amendment proposed several terms as identified in the staff report, including a seven percent (7%) increase to her salary, beginning July 1, 2023; a two percent (2%) increase to her salary beginning July 1, 2024; and a two percent (2%) increase to her salary over the prior year beginning July 1, 2025. As public comment, Steve Rogers opposed the salary increases for the City Manager and the City Attorney and he was disappointed the City had continued to ignore his recommendations regarding contract administration and the structure of the City's engineering functions. City Manager Duggan clarified that Mr. Rogers had referenced a letter from the state which concluded there was no evidence the City had violated any regulations. The City considered this matter closed. Mr. Rogers was allowed every opportunity to meet with staff to discuss other topics without any fear of retaliation.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the First Amendment to the City Attorney Employment Agreement between the City of Redlands and Yvette M. Abich Garcia.

Vote: 4 - 0 Passed

MOUs with RPFA, RPOA and RCSEA

Assistant City Manager McConnell provided background of the negotiation process leading to the proposed Memorandums of Understanding between the City of Redlands and the Redlands Professional Firefighters Association Redlands, the Redlands Police Officers Association, and the Redlands Civilian Safety Employees Association. All represented units received a seven percent salary increase for the first year of the contract and two percent salary increases in both years two and three. Other changes include elimination of the two-tier benefit contributions, increases in deferred compensation, the establishment of a medical trust for retiree health, increases in vacation accruals, and the addition of educational, training, and professional development incentives. As public comment, Steve Rogers didn't understand why only some of the bargaining units had agreed to the terms of their MOU and he raised concerns about recent investigations within the Police Department. City Manager Duggan stated that former Police Chief Chris Catren retired due to a serious back injury and not for any other reason.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Memorandums of Understanding negotiated by City staff between the City of Redlands and the Redlands Professional Firefighters Association Redlands, the Redlands Police Officers Association, and the Redlands Civilian Safety Employees Association.

Vote: 4 - 0 Passed

Amending So Cal Fleet Services Agreement & Resolution No. 8496 PO Modification

Facilities and Community Service Director Crocker introduced the Second Amendment to the Agreement with Southern California Fleet Services, Inc. to increase the total compensation for an amount not to exceed $2,887,000 and detailed Resolution No. 8496 amending Resolution No. 8331 to approve a Purchase Order Modification and First Amendment to a Non-Professional Services Agreement with Ken Grody Ford Redlands, LLC. to a not-to-exceed amount of $325,312 to provide Ford Original Equipment Manufacturer (OEM) parts and repair services for the City. OEM parts have unique design features that cannot be replaced by non-OEM parts and the use of alternate parts would void a manufacturer's warranty.

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Second Amendment to the Agreement with Southern California Fleet Services, Inc. to increase the total compensation for an amount not to exceed $2,887,000; and adopted Resolution No. 8496 amending Resolution No. 8331 to approve a Purchase Order Modification and First Amendment to a Non-Professional Services Agreement with Ken Grody Ford Redlands, LLC. to a not-to-exceed amount of $325,312 to provide Ford Original Equipment Manufacturer (OEM) parts and repair services for the City.

Vote: 4 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Tejeda and Council Member Saucedo enjoyed the Fourth of July activities and commended everyone for making the event such a big success.

ADJOURNMENT

There being no further action required the meeting adjourned at 7:21 P.M. The next regular meeting of the City of Redlands City Council will be held on July 18, 2023.

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

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 Successor Agency.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Board Member Saucedo, seconded by Board Member Davis, the minutes of the regular meeting of June 6, 2023 were unanimously approved by roll call vote.

Vote: 4 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 7:22 P.M. The next regular meeting of the Agency will be held on September 5, 2023.

City Council Meeting **F. 2.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for appointments to the Citizens' Measure T Oversight Committee (Mayor Tejeda)

MOTION:

1. I move to appoint Brooke Doolittle of the Redlands Civilian Safety Employees Association to serve a one-year term as the non-public safety bargaining unit member on the Measure T Oversight Committee beginning July 18, 2023, and ending July 18, 2024.

2. I move to appoint Reggie Brown of the Redlands Association of Fire Management Employees to serve a one-year term as the public safety bargaining unit member on the Measure T Oversight Committee beginning July 18, 2023, and ending July 18, 2024.

RECOMMENDATION:

It is recommended that the City Council consider these appointments to the Measure T Oversight Committee as recommended by Mayor Tejeda for the employee bargaining unit member appointments.

DISCUSSION:

During the City Council meeting on December 1, 2020, Ordinance No. 2916 was adopted adding Chapter 2.72 to the Redlands Municipal Code establishing a Citizens' Measure T Oversight Committee ("Oversight Committee") to serve in an advisory capacity to the city council for the purpose of providing independent advisory review of the proposed expenditure of revenues generated by the City's transactions and use tax. The committee shall advise the City Council regarding the use of transactions and use tax revenue, according to the priorities set forth in each fiscal year adopted budget. The duties of the committee shall include review of the City's expenditure of revenues received from the one percent (1%)

transactions and use tax imposed by Measure T, on an annual basis; act in an advisory capacity to the City Council in all other policy matters pertaining to Measure T funds; and present an annual written report to the City Council.

The Oversight Committee shall consist of seven (7) members. Five (5) citizens of the community shall each represent a council district and be appointed by the Council Member of that corresponding district with approval of the City Council. Two members shall represent the City's employee bargaining units; one representing the public safety bargaining units and one representing the remaining non-public safety bargaining units. The bargaining unit members shall be appointed to one-year terms by the Mayor with approval of the City Council.

The Citizens' Measure T Oversight Committee members from the community are as follows:

- Ruth Cook, District 1
- Edward Ico, District 2
- Edward Millican, District 3
- Toni Momberger, District 4
- Vacant, District 5

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Jennifer Macias, Management Analyst

City Council Meeting **F. 3.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize proclamation celebrating the Redlands Bowl 100th Year Anniversary (Mayor Pro Tem Barich)

MOTION:

I move to authorize the issuance of a proclamation celebrating the Redlands Bowl 100th Year Anniversary.

Attachments

100th Anniversary Redlands Bowl

PROCLAMATION

100th Anniversary of the Redlands Bowl

WHEREAS, this summer marks the 100th season of presenting fine music and dance to the citizens of Redlands, San Bernardino County, and beyond; and

WHEREAS, the Redlands Bowl Performing Arts (RBPA), formerly known as the Redlands Community Music Association, was founded in 1923 by Grace Stewart Mullen, a woman with a vision that the performing arts should be accessible to all, regardless of their ability to pay for admission; and

WHEREAS, for a century, RBPA has served the city of Redlands and the Inland Empire region by providing quality performing arts to the community free of admission charge through the Redlands Bowl Summer Music Festival; and

WHEREAS, the Redlands Bowl holds the distinction of being America's longest continuously running summer music festival where no admission is charged; and

WHEREAS, other programs include: The Children's Summer Festival Workshops, Music in the Schools Programs, and the Arts Education Impact Initiative to address the needs of under-served youth; and

WHEREAS, these programs collectively known as the "Eighty-Eight Keys for Youth" program serve over 30,000 youth in the region; and

WHEREAS, since its inception, an estimated eight million people have attended an evening of entertainment under the stars at the Redlands Bowl; and

WHEREAS, the Bowl has been a special place in the City of Redlands for families, friends, and music-lovers of all ages and backgrounds to gather and enjoy its superb programs;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby recognize the Redlands Bowl for its 100th anniversary and encourages all citizens to attend, support, and enjoy this year's Centennial Season at the Redlands Bowl.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 25th day of July 2023.

_____

Eddie Tejeda, Mayor

_____

Paul Barich, Mayor Pro Tem

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **F. 4.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Salary Resolution No. 8504 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8466 (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 Resolution No. 8504.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 8504 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8466.

DISCUSSION:

On June 14, 2023, the City secured an Encampment Resolution Fund Program Award in the amount of $4,529,069 which provides support in ensuring the wellness and safety of people experiencing homelessness. A portion of these funds will be used to add additional staffing to the City's Homeless Solutions Program. The attached salary resolution includes the addition of two full-time Outreach Specialists and a full-time Administrative Assistant. The Outreach Specialists positions will be funded for up to 29 months and the Administrative Assistant will be funded up to 36 months. The addition of these positions will allow for an increase in outreach services and provide additional overall administrative support to the Homeless Solutions Program.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

Supports Strategic Plan Priority B, Public Health and Safety,Strategic Objective 4 - Homelessness, develop and implement a method by which to measure the success of the Homeless Housing Plan.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

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

PREPARED BY:
Tommi Ng, Assistant Director, HR/Risk Management

Fiscal Impact

Discussion:
These positions will be funded by the Encampment Resolution Fund Grant Program. There is no impact on the general fund.

Attachments

Salary Resolution No. 8504
Salary Range Tables 23-24
Hourly Rate Table

RESOLUTION NO. 8504

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A SALARY SCHEDULE AND COMPENSATION PLAN FOR CITY EMPLOYEES AND RESCINDING RESOLUTION NO. 8466.

WHEREAS, the City Council is authorized and directed by Section 2.56.040 of the Redlands Municipal Code to prepare, install, revise and maintain a position classification and compensation plan covering all positions in the competitive service;

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 establishes a basic compensation plan for all employees in all of the classifications of employment as described in Section 2 of this resolution to be effective July 24, 2023.

Section 2. Salary schedule and Compensation Plan.

Department/Division	PT	FT	Unit	Range				
City Clerk's Office								
Administrative Assistant I/II		1	T	15	30			
Part Time Positions								
Administrative Assistant	1		PT					
Total City Clerk's Office	***1***	***1***						
City Manager's Office								
City Manager		1	C	3				
City Attorney		1	C	2				
Assistant City Manager		2	DD	5				
Homeless Solutions Coordinator		1	MM	70				
Project Manager		1	MM	61				
Grants Coordinator		1	MM	48				
Management Analyst		1	MM	45				
Administrative Analyst		1	MM	35				
Senior Administrative Assistant		1	T	45				
Human Resources/Risk Management								
Assistant Director, HR/Risk Management		1	M	90				
HR/Risk Manager		2	M	78				
Human Resource Analyst		2	MM	53				
Risk Management Specialist		1	MM	41				
HR Specialist		3	MM	35				
Administrative Assistant I/II		1	T	15	30			
Mid-Management Trainee		2	MM	27-90				
Public Information								
Public Information Officer		1	M	75				
Multimedia Production Coordinator		1	T	61				
Purchasing								
Procurement Manager		1	M	74				
Purchasing Clerk		1	T	22				
Total City Manager's Office	***0***	***26***						

Management Services								
Director, Management Services*		1	DD	4				
Information Technology								
Information Technology Manager		1	M	83				
Network Engineer		1	MM	77				
GIS Supervisor		1	MM	73				
IT Systems Supervisor		1	MM	66				
Database Administrator		1	T	95				
System Administrator		1	T	84				
GIS Analyst		2	T	84				
Network Specialist		1	T	78				
GIS Technician		1	T	59				
Sr. Help Desk Technician		1	T	72				
Help Desk Technician		3	T	57				
Administrative Assistant I/II		1	T	15	30			
Finance								
Assistant Finance Director		1	M	90				
Finance Manager		1	M	78				
Senior Accountant		2	MM	51				
Management Analyst		2	MM	45				
Accountant		1	MM	35				
Senior Accounting Technician		1	T	40				
Accounting Technician I/II		2	T	23	33			
Revenue Division								
Revenue Supervisor		1	MM	58				
Utilities Customer Service Supervisor		1	MM	45				
Accountant		1	MM	35				
Senior Customer Account Specialist		2	T	41				
Utilities Billing Specialist		1	T	40				
Senior Accounting Technician		1	T	40				
Utlities Billing Technician		1	T	35				
Customer Account Specialist		6	T	33				
Customer Service Technician I/II		4	T	17	27			
Payroll								
Payroll Coordinator		1	MM	34				
Payroll Assistant		1	T	35				
Part Time Position								
Help Desk Technician	1		PT					
IT Intern	2		PT					
Total Management Services	***3***	***46***						

*the position of Director, Management Services shall perform the duties of Director of Finance as outlined in Redlands Municipal Code 2.08

Development Services Department

Administration

Development Services Director		1	DD	4				
Management Analyst		1	MM	45				
Administrative Analyst		1	MM	35				
Administrative Assistant I/II		1	T	15	30			
One Stop Permit Center Manager		1	M	82				
Asst/Assoc/Civil/Sr. Civil Engineer		3	MM	41	51	61	73	
NPDES Inspector I/II		1	T	59	64			
Counter Services Technician		2	T	30				

Building Division

Chief Building Official		1	M	81				
Sr. Plans Examiner		1	MM	62				
Plans Examiner		1	T	80				
Sr. Building Inspector		1	T	80				
Building Inspector I/II		2	T	60	70			
Permit Technician I/II		2	T	52	57			

Economic Development Division

Economic Development Manager		1	M	80				

Planning Division

City Planner		1	M	82				
Principal Planner		1	MM	75				
Senior Planner		2	MM	65				
Junior/Assistant/Associate Planner		3	T	53	70	80		

Part Time Positions

Planning Intern	2		PT					

Total Development Services Department	***2***	***27***

Fire Department

Fire Chief		1	DD	06				
Fire Marshal		1	M	88				
Deputy Fire Chief		1	F	85				
Deputy Fire Marshal		1	MM	79				
Battalion Chief		4	F	79				
Fire Captain		15	F	60				
Fire Engineer		18	F	55				
Fire Fighter		21	F	50				
EMS Coordinator		1	MM	82				
Management Analyst		1	MM	45				
Emergency Operations Specialist		1	MM	34				

Fire Prevention Inspector		2	CS	75				
Sr. Administrative Assistant		1	T	45				
Administrative Assistant I/II		1	T	15	30			
Total Fire Department		***69***						
Library								
Library Director		1	C	1				
Archivist Curator		1	M	80				
Principal Librarian		1	MM	53				
Systems Administrator		1	T	84				
Management Analyst		1	MM	45				
Senior Librarian		1	MM	37				
Special Collections Manager		1	MM	36				
Adult Literacy Coordinator		1	MM	32				
Technical Services Coordinator		1	MM	30				
Museum Collections Specialist		1	T	57				
Librarian		1	T	52				
Sr. Administrative Assistant		1	T	45				
Library Specialist I/II		5	T	22	32			
Maintenance Worker I/II		2	T	20	23			
Administrative Assistant I/II		1	T	15	30			
Technical Services Clerk		1	T	12				
Library Clerk		2	T	5				
Part Time Positions								
Administrative Assistant	1		PT					
Library Specialist	1		PT					
Library Clerk	4		PT					
Library Page	4		PT					
Technical Services Clerk	1		PT					
Museum Attendant	4		PT					
Total Library	***15***	***23***						
Municipal Utilities & Engineering Department								
Administration								
Director of Municipal Utilities and Public Works Engineering		1	DD	05				
Senior Administrative Assistant		3	T	45				
Engineering Services								
City Engineer		1	M	87				
Construction Manager		1	MM	78				
Asst/Assoc/Civil/Sr. Civil Engineer		6	MM	41	51	61	73	
Regulatory Compliance Officer		2	T	90				
Senior Construction Inspector		1	T	90				

Construction Inspector I/II		3	T	69	79			
Water Conservation Specialist		2	T	49				

Utilities

Laboratory Manager		1	MM	75				
Laboratory Quality Manager		1	MM	65				
Laboratory Analyst I/II/III/IV		4	T	53	63	73	83	

Water Division

Water Utility Manager		1	M	86				
Water Production/Maint. Superintendent		1	MM	85				
Water Distribution Superintendent		1	MM	85				
Water Production Operations Supervisor		1	T	100				
Water Production Maintenance Supervisor		1	T	100				
Water Distribution Supervisor		1	T	100				
Utilities Maintenance Foreperson		1	T	80				
Electrical and Instrumentation Technician		1	T	69				
Water Distribution Crewleader		4	T	61				
Cross Connection Control Inspector		1	T	63				
Water Treatment Operator I/II/III/IV/V		8	T	55	60	77	80	83
Senior Water Quality Technician		1	T	63				
Sr. Customer Service Field Technician		1	T	48				
Plant Mechanic I/II		6	T	48	58			
Customer Service Field Technician		1	T	39				
Water Quality Technician I/II		2	T	52	57			
Water Distribution Operator		12	T	49				
Electrical and Instrumentation Apprentice		1	T	35				
Water Meter Reader I/II		3	T	21	31			

Wastewater Division

Wastewater Utility Manager		1	M	86				
Wastewater Operations Supervisor		1	T	100				
Wastewater Collection System Supervisor		1	T	100				
Utilities Maintenance Foreperson		1	T	80				
Wastewater Facilities Operator I/II/III/IV		6	T	51	61	68	78	
Plant Mechanic I/II		5	T	48	58			
Wastewater Collection System Worker I/II/III		7	T	47	50	54		

Part Time Positions

Administrative Assistant	1		PT					

Total MUED Department	***1***	***96***

Police Department

Chief of Police		1	DD	07				
Deputy Police Chief		2	P	85				
Police Commander		2	P	81				
Police Sergeant		12	P	70				

Police Corporal		20	P	64				
Police Officer/Police Recruit		54	P/CS	60/79				
Police Operations Manager		1	M	74				
Management Analyst		1	MM	45				
Police Operations Coordinator		1	MM	36				
Digital Forensic Examiner		1	CS	88				
Crime Analyst		2	CS	85				
Dispatch Supervisor		3	CS	82				
Executive Police Assistant		1	CS	74				
Forensic Specialist		2	CS	73				
Records Supervisor		1	CS	66				
Property and Evidence Technician		2	CS	60				
Dispatcher I/II/III		15	CS	52	57	63		
Community Service Officer I/II		10	CS	40	48			
Records Specialist I/II		6	CS	22	36			
Administrative Assistant I/II		1	T	15	30			

Part Time Positions

Community Services Officer	1		PT					
Administrative Assistant	1		PT					
Camera Operator	6		PT					
Background Investigator	4		PT					

Total Police Department	***12***	***138***

Facilities and Community Services

Director, Facilities & Community Serv		1	DD	04				
Senior Manager, Fac & Comm Serv		1	M	77				
Manager, Fac & Comm Serv		1	MM	73				
Field Services Superintendent		1	MM	73				
Field Services Project Supervisor		1	MM	61				
Management Analyst		1	MM	45				
Administrative Analyst		1	MM	35				
Senior Code Enforcement Officer		1	T	70				
Code Enforcement Officer I/II		3	T	40	55			
Sr. Administrative Assistant		2	T	45				
Administrative Assistant I/II		4	T	15	30			

Airport

Airport Supervisor		1	MM	40				

Building Maintenance

Senior Building Maintenance Worker		1	T	47				
Building Maintenance Worker		3	T	38				

Solid Waste Division

Solid Waste Manager		1	MM	64				
Solid Waste Collections Supervisor		1	MM	42				
Solid Waste Route Coordinator		2	T	56				
Sr. Administrative Assistant		1	T	45				
Senior Equipment Operator		1	T	44				
Recycling Coordinator		1	T	44				
Welder		1	T	43				
Solid Waste Truck Driver		27	T	34				
Equipment Operator OIT/I/II		2	T	19	34	39		
Maintenance Worker I/II		7	T	20	23			

Fleet Services Division

Fleet Services Coordinator		1	MM	46				
Sr. Administrative Assistant		1	T	45				
Equipment Mechanic I/II/III		3	T	41	46	53		

Streets

Field Services Coordinator		1	MM	51				
Electrician		1	T	46				
Senior Asphalt Worker		1	T	44				
Senior Street Maintenance Worker I/II		2	T	44	49			
Equipment Operator OIT/I/II		3	T	19	34	39		
Asphalt Worker		2	T	34				
Sign & Paint Worker		1	T	34				
Maintenance Worker I/II		3	T	20	23			

Parks and Trees Division

Field Services Coordinator		1	MM	51				
Senior Grounds Maintenance Worker		6	T	43				
Senior Grove Maintenance Worker		1	T	43				
Tree Trimmer I/II		4	T	33	43			
Grove Maintenance Worker		2	T	28				
Grounds Maintenance Worker I/II		13	T	23	28			
Maintenance Worker		1	T	20	23			

Cemetery Division:

Cemetery Manager		1	MM	58				
Cemetery Sales and Services Representative		1	T	58				
Cemetery Crew Leader		1	T	49				
Cemetery Caretaker I/II		2	T	26	31			

Animal Services

Animal Services Supervisor		1	CS	72				
Animal Services Officer		3	CS	46				
Administrative Assistant I/II		1	T	15	30			

Kennel Attendant		2	CS	17				

Recreation/Senior Services

Recreation Supervisor		1	MM	37				
Program Specialist		2	T	45				
Administrative Assistant I/II		1	T	15	30			
Program Aid I/II		7	T	5	9			

Part Time Positions

Program Aide	4		PT					
Cemetery Aid	1		PT					
Maintenance Worker	1		PT					

Total Facilities and Community Services	***6***	***136***

Grant Funded Positions - City Manager's Office

Administrative Assistant I/II	1		T	15	30			
Community Outreach Specialist	2		T	42				

Total Full Time Positions	*562*
Total Part Time Positions	*40*
Total Grant Funded Positions	*3*
Total Authorized Positions	*605*

TOTAL POSITIONS	*605*

Section 3. In addition to the salary schedule set forth above, the compensation plan established by this resolution permits the City Manager to establish programs for incentive awards, length of service awards, pay for performance, and other methods of recognizing employee work performance.

Section 4. Resolution No.8466 of the City of Redlands is hereby rescinded effective July 23, 2023.

Adopted, approved and signed this 25th day of July, 2023.

_____

Eddie Tejeda, Mayor, City of Redlands

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 18th day of July, 2023.

AYES:
NOES:
ABSENT:
ABSTAIN:

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS10	NE	HOURLY	17.404	18.274	19.187	20.147	21.154	21.789	22.224
		MONTHLY	3017	3167	3326	3492	**3666.71**	3777	3852
		ANNUAL	36199	38009	39910	41905	44001	45321	46227
CS11	NE	HOURLY	17.578	18.456	19.379	20.348	21.366	22.007	22.447
		MONTHLY	3047	3199	3359	3527	**3703**	3814	3891
		ANNUAL	36561	38389	40309	42324	44441	45774	46689
CS12	NE	HOURLY	17.753	18.641	19.573	20.552	21.579	22.227	22.671
		MONTHLY	3077	3231	3393	3562	**3740**	3853	3930
		ANNUAL	36927	38773	40712	42748	44885	46231	47156
CS13	NE	HOURLY	17.931	18.827	19.769	20.757	21.795	22.449	22.898
		MONTHLY	3108	3263	3427	3598	**3778**	3891	3969
		ANNUAL	37296	39161	41119	43175	45334	46694	47628
CS14	NE	HOURLY	18.110	19.016	19.966	20.965	22.013	22.673	23.127
		MONTHLY	3139	3296	3461	3634	**3816**	3930	4009
		ANNUAL	37669	39553	41530	43607	45787	47161	48104
CS15	NE	HOURLY	18.291	19.206	20.166	21.174	22.233	22.900	23.358
		MONTHLY	3170	3329	3495	3670	**3854**	3969	4049
		ANNUAL	38046	39948	41946	44043	46245	47632	48585
CS16	NE	HOURLY	18.474	19.398	20.368	21.386	22.455	23.129	23.592
		MONTHLY	3202	3362	3530	3707	**3892**	4009	4089
		ANNUAL	38426	40348	42365	44483	46707	48109	49071
CS17	NE	HOURLY	18.659	19.592	20.571	21.600	22.680	23.360	23.828
		MONTHLY	3234	3396	3566	3744	**3931**	4049	4130
		ANNUAL	38811	40751	42789	44928	47175	48590	49562
CS18	NE	HOURLY	18.846	19.788	20.777	21.816	22.907	23.594	24.066
		MONTHLY	3267	3430	3601	3781	**3971**	4090	4171
		ANNUAL	39199	41159	43217	45377	47646	49076	50057
CS19	NE	HOURLY	19.034	19.986	20.985	22.034	23.136	23.830	24.307
		MONTHLY	3299	3464	3637	3819	**4010**	4131	4213
		ANNUAL	39591	41570	43649	45831	48123	49566	50558
CS20	NE	HOURLY	19.224	20.186	21.195	22.255	23.367	24.068	24.550
		MONTHLY	3332	3499	3674	3857	**4050**	4172	4255
		ANNUAL	39987	41986	44085	46289	48604	50062	51063
CS21	NE	HOURLY	19.417	20.387	21.407	22.477	23.601	24.309	24.795
		MONTHLY	3366	3534	3711	3896	**4091**	4214	4298
		ANNUAL	40386	42406	44526	46752	49090	50563	51574
CS22	NE	HOURLY	19.611	20.591	21.621	22.702	23.837	24.552	25.043
		MONTHLY	3399	3569	3748	3935	**4132**	4256	4341
		ANNUAL	40790	42830	44971	47220	49581	51068	52090

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS23	NE	HOURLY	19.807	20.797	21.837	22.929	24.075	24.798	25.294
		MONTHLY	3433	3605	3785	3974	**4173**	4298	4384
		ANNUAL	41198	43258	45421	47692	50077	51579	52611
CS24	NE	HOURLY	20.005	21.005	22.055	23.158	24.316	25.046	25.546
		MONTHLY	3468	3641	3823	4014	**4215**	4341	4428
		ANNUAL	41610	43691	45875	48169	50577	52095	53137
CS25	NE	HOURLY	20.205	21.215	22.276	23.390	24.559	25.296	25.802
		MONTHLY	3502	3677	3861	4054	**4257**	4385	4472
		ANNUAL	42026	44128	46334	48651	51083	52616	53668
CS26	NE	HOURLY	20.407	21.427	22.499	23.624	24.805	25.549	26.060
		MONTHLY	3537	3714	3900	4095	**4300**	4428	4517
		ANNUAL	42447	44569	46797	49137	51594	53142	54205
CS27	NE	HOURLY	20.611	21.642	22.724	23.860	25.053	25.804	26.321
		MONTHLY	3573	3751	3939	4136	**4343**	4473	4562
		ANNUAL	42871	45015	47265	49629	52110	53673	54747
CS28	NE	HOURLY	20.817	21.858	22.951	24.098	25.303	26.063	26.584
		MONTHLY	3608	3789	3978	4177	**4386**	4518	4608
		ANNUAL	43300	45465	47738	50125	52631	54210	55294
CS29	NE	HOURLY	21.025	22.077	23.180	24.339	25.556	26.323	26.850
		MONTHLY	3644	3827	4018	4219	**4430**	4563	4654
		ANNUAL	43733	45919	48215	50626	53157	54752	55847
CS30	NE	HOURLY	21.236	22.297	23.412	24.583	25.812	26.586	27.118
		MONTHLY	3681	3865	4058	4261	**4474**	4608	4700
		ANNUAL	44170	46379	48698	51132	53689	55300	56406
CS31	NE	HOURLY	21.448	22.520	23.646	24.829	26.070	26.852	27.389
		MONTHLY	3718	3904	4099	4304	**4519**	4654	4747
		ANNUAL	44612	46842	49184	51644	54226	55853	56970
CS32	NE	HOURLY	21.662	22.746	23.883	25.077	26.331	27.121	27.663
		MONTHLY	3755	3943	4140	4347	**4564**	4701	4795
		ANNUAL	45058	47311	49676	52160	54768	56411	57539
CS33	NE	HOURLY	21.879	22.973	24.122	25.328	26.594	27.392	27.940
		MONTHLY	3792	3982	4181	4390	**4610**	4748	4843
		ANNUAL	45508	47784	50173	52682	55316	56975	58115
CS34	NE	HOURLY	22.098	23.203	24.363	25.581	26.860	27.666	28.219
		MONTHLY	3830	4022	4223	4434	**4656**	4795	4891
		ANNUAL	45964	48262	50675	53209	55869	57545	58696
CS35	NE	HOURLY	22.319	23.435	24.607	25.837	27.129	27.943	28.501
		MONTHLY	3869	4062	4265	4478	**4702**	4843	4940
		ANNUAL	46423	48744	51182	53741	56428	58121	59283

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS36	NE	HOURLY	22.542	23.669	24.853	26.095	27.400	28.222	28.786
		MONTHLY	3907	4103	4308	4523	**4749**	4892	4990
		ANNUAL	46887	49232	51693	54278	56992	58702	59876
CS37	NE	HOURLY	22.767	23.906	25.101	26.356	27.674	28.504	29.074
		MONTHLY	3946	4144	4351	4568	**4797**	4941	5040
		ANNUAL	47356	49724	52210	54821	57562	59289	60475
CS38	NE	HOURLY	22.995	24.145	25.352	26.620	27.951	28.789	29.365
		MONTHLY	3986	4185	4394	4614	**4845**	4990	5090
		ANNUAL	47830	50221	52732	55369	58137	59882	61079
CS39	NE	HOURLY	23.225	24.386	25.606	26.886	28.230	29.077	29.659
		MONTHLY	4026	4227	4438	4660	**4893**	5040	5141
		ANNUAL	48308	50724	53260	55923	58719	60480	61690
CS40	NE	HOURLY	23.457	24.630	25.862	27.155	28.513	29.368	29.955
		MONTHLY	4066	4269	4483	4707	**4942**	5090	5192
		ANNUAL	48791	51231	53792	56482	59306	61085	62307
CS41	NE	HOURLY	23.692	24.876	26.120	27.426	28.798	29.662	30.255
		MONTHLY	4107	4312	4528	4754	**4992**	5141	5244
		ANNUAL	49279	51743	54330	57047	59899	61696	62930
CS42	NE	HOURLY	23.929	25.125	26.382	27.701	29.086	29.958	30.557
		MONTHLY	4148	4355	4573	4801	**5042**	5193	5297
		ANNUAL	49772	52261	54874	57617	60498	62313	63559
CS43	NE	HOURLY	24.168	25.377	26.645	27.978	29.376	30.258	30.863
		MONTHLY	4189	4399	4619	4849	**5092**	5245	5350
		ANNUAL	50270	52783	55422	58193	61103	62936	64195
CS44	NE	HOURLY	24.410	25.630	26.912	28.257	29.670	30.560	31.172
		MONTHLY	4231	4443	4665	4898	**5143**	5297	5403
		ANNUAL	50772	53311	55977	58775	61714	63566	64837
CS45	NE	HOURLY	24.654	25.887	27.181	28.540	29.967	30.866	31.483
		MONTHLY	4273	4487	4711	4947	**5194**	5350	5457
		ANNUAL	51280	53844	56536	59363	62331	64201	65485
CS46	NE	HOURLY	24.900	26.145	27.453	28.825	30.267	31.175	31.798
		MONTHLY	4316	4532	4758	4996	**5246**	5404	5512
		ANNUAL	51793	54383	57102	59957	62955	64843	66140
CS47	NE	HOURLY	25.149	26.407	27.727	29.114	30.569	31.486	32.116
		MONTHLY	4359	4577	4806	5046	**5299**	5458	5567
		ANNUAL	52311	54926	57673	60556	63584	65492	66801
CS48	NE	HOURLY	25.401	26.671	28.005	29.405	30.875	31.801	32.437
		MONTHLY	4403	4623	4854	5097	**5352**	5512	5622
		ANNUAL	52834	55476	58249	61162	64220	66147	67469

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS49	NE	HOURLY	25.655	26.938	28.285	29.699	31.184	32.119	32.762
		MONTHLY	4447	4669	4903	5148	**5405**	5567	5679
		ANNUAL	53362	56030	58832	61773	64862	66808	68144
CS50	NE	HOURLY	25.911	27.207	28.567	29.996	31.496	32.440	33.089
		MONTHLY	4491	4716	4952	5199	**5459**	5623	5735
		ANNUAL	53896	56591	59420	62391	65511	67476	68826
CS51	NE	HOURLY	26.171	27.479	28.853	30.296	31.811	32.765	33.420
		MONTHLY	4536	4763	5001	5251	**5514**	5679	5793
		ANNUAL	54435	57157	60014	63015	66166	68151	69514
CS52	NE	HOURLY	26.432	27.754	29.142	30.599	32.129	33.092	33.754
		MONTHLY	4582	4811	5051	5304	**5569**	5736	5851
		ANNUAL	54979	57728	60615	63645	66828	68832	70209
CS53	NE	HOURLY	26.697	28.031	29.433	30.905	32.450	33.423	34.092
		MONTHLY	4627	4859	5102	5357	**5625**	5793	5909
		ANNUAL	55529	58305	61221	64282	67496	69521	70911
CS54	NE	HOURLY	26.964	28.312	29.727	31.214	32.774	33.758	34.433
		MONTHLY	4674	4907	5153	5410	**5681**	5851	5968
		ANNUAL	56084	58888	61833	64925	68171	70216	71620
CS55	NE	HOURLY	27.233	28.595	30.025	31.526	33.102	34.095	34.777
		MONTHLY	4720	4956	5204	5464	**5738**	5910	6028
		ANNUAL	56645	59477	62451	65574	68852	70918	72336
CS56	NE	HOURLY	27.506	28.881	30.325	31.841	33.433	34.436	35.125
		MONTHLY	4768	5006	5256	5519	**5795**	5969	6088
		ANNUAL	57212	60072	63076	66230	69541	71627	73060
CS57	NE	HOURLY	27.781	29.170	30.628	32.160	33.768	34.781	35.476
		MONTHLY	4815	5056	5309	5574	**5853**	6029	6149
		ANNUAL	57784	60673	63707	66892	70236	72344	73790
CS58	NE	HOURLY	28.058	29.461	30.934	32.481	34.105	35.128	35.831
		MONTHLY	4863	5107	5362	5630	**5912**	6089	6211
		ANNUAL	58362	61280	64344	67561	70939	73067	74528
CS59	NE	HOURLY	28.339	29.756	31.244	32.806	34.446	35.480	36.189
		MONTHLY	4912	5158	5416	5686	**5971**	6150	6273
		ANNUAL	58945	61892	64987	68236	71648	73798	75274
CS60	NE	HOURLY	28.622	30.054	31.556	33.134	34.791	35.834	36.551
		MONTHLY	4961	5209	5470	5743	**6030**	6211	6336
		ANNUAL	59535	62511	65637	68919	72365	74536	76026
CS61	NE	HOURLY	28.909	30.354	31.872	33.465	35.139	36.193	36.917
		MONTHLY	5011	5261	5524	5801	**6091**	6273	6399
		ANNUAL	60130	63136	66293	69608	73088	75281	76787

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS62	NE	HOURLY	29.198	30.658	32.190	33.800	35.490	36.555	37.286
		MONTHLY	5061	5314	5580	5859	**6152**	6336	6463
		ANNUAL	60731	63768	66956	70304	73819	76034	77554
CS63	NE	HOURLY	29.490	30.964	32.512	34.138	35.845	36.920	37.659
		MONTHLY	5112	5367	5635	5917	**6213**	6400	6527
		ANNUAL	61339	64405	67626	71007	74557	76794	78330
CS64	NE	HOURLY	29.785	31.274	32.837	34.479	36.203	37.289	38.035
		MONTHLY	5163	5421	5692	5976	**6275**	6464	6593
		ANNUAL	61952	65050	68302	71717	75303	77562	79113
CS65	NE	HOURLY	30.082	31.587	33.166	34.824	36.565	37.662	38.416
		MONTHLY	5214	5475	5749	6036	**6338**	6528	6659
		ANNUAL	62571	65700	68985	72434	76056	78338	79904
CS66	NE	HOURLY	30.383	31.902	33.498	35.172	36.931	38.039	38.800
		MONTHLY	5266	5530	5806	6097	**6401**	6593	6725
		ANNUAL	63197	66357	69675	73159	76817	79121	80703
CS67	NE	HOURLY	30.687	32.221	33.833	35.524	37.300	38.419	39.188
		MONTHLY	5319	5585	5864	6158	**6465**	6659	6793
		ANNUAL	63829	67021	70372	73890	77585	79912	81510
CS68	NE	HOURLY	30.994	32.544	34.171	35.879	37.673	38.804	39.580
		MONTHLY	5372	5641	5923	6219	**6530**	6726	6860
		ANNUAL	64467	67691	71075	74629	78361	80711	82326
CS69	NE	HOURLY	31.304	32.869	34.513	36.238	38.050	39.192	39.975
		MONTHLY	5426	5697	5982	6281	**6595**	6793	6929
		ANNUAL	65112	68368	71786	75375	79144	81518	83149
CS70	NE	HOURLY	31.617	33.198	34.858	36.601	38.431	39.583	40.375
		MONTHLY	5480	5754	6042	6344	**6661**	6861	6998
		ANNUAL	65763	69051	72504	76129	79936	82334	83980
CS71	NE	HOURLY	31.933	33.530	35.206	36.967	38.815	39.979	40.779
		MONTHLY	5535	5812	6102	6408	**6728**	6930	7068
		ANNUAL	66421	69742	73229	76890	80735	83157	84820
CS72	NE	HOURLY	32.252	33.865	35.558	37.336	39.203	40.379	41.187
		MONTHLY	5590	5870	6163	6472	**6795**	6999	7139
		ANNUAL	67085	70439	73961	77659	81542	83989	85668
CS73	NE	HOURLY	32.575	34.204	35.914	37.710	39.595	40.783	41.599
		MONTHLY	5646	5929	6225	6536	**6863**	7069	7210
		ANNUAL	67756	71144	74701	78436	82358	84828	86525
CS74	NE	HOURLY	32.901	34.546	36.273	38.087	39.991	41.191	42.015
		MONTHLY	5703	5988	6287	6602	**6932**	7140	7283
		ANNUAL	68433	71855	75448	79220	83181	85677	87390

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS75	NE	HOURLY	33.230	34.891	36.636	38.468	40.391	41.603	42.435
		MONTHLY	5760	6048	6350	6668	**7001**	7211	7355
		ANNUAL	69118	72574	76202	80012	84013	86534	88264
CS76	NE	HOURLY	33.562	35.240	37.002	38.852	40.795	42.019	42.859
		MONTHLY	5817	6108	6414	6734	**7071**	7283	7429
		ANNUAL	69809	73299	76964	80813	84853	87399	89147
CS77	NE	HOURLY	33.898	35.593	37.372	39.241	41.203	42.439	43.288
		MONTHLY	5876	6169	6478	6802	**7142**	7356	7503
		ANNUAL	70507	74032	77734	81621	85702	88273	90038
CS78	NE	HOURLY	34.237	35.948	37.746	39.633	41.615	42.863	43.721
		MONTHLY	5934	6231	6543	6870	**7213**	7430	7578
		ANNUAL	71212	74773	78511	82437	86559	89156	90939
CS79	NE	HOURLY	34.579	36.308	38.123	40.029	42.031	43.292	44.158
		MONTHLY	5994	6293	6608	6938	**7285**	7504	7654
		ANNUAL	71924	75520	79296	83261	87424	90047	91848
CS80	NE	HOURLY	34.925	36.671	38.505	40.430	42.451	43.725	44.599
		MONTHLY	6054	6356	6674	7008	**7358**	7579	7731
		ANNUAL	72644	76276	80089	84094	88299	90948	92767
CS81	NE	HOURLY	35.274	37.038	38.890	40.834	42.876	44.162	45.045
		MONTHLY	6114	6420	6741	7078	**7432**	7655	7808
		ANNUAL	73370	77038	80890	84935	89182	91857	93694
CS82	NE	HOURLY	35.627	37.408	39.278	41.242	43.305	44.604	45.496
		MONTHLY	6175	6484	6808	7149	**7506**	7731	7886
		ANNUAL	74104	77809	81699	85784	90073	92776	94631
CS83	NE	HOURLY	35.983	37.782	39.671	41.655	43.738	45.050	45.951
		MONTHLY	6237	6549	6876	7220	**7581**	7809	7965
		ANNUAL	74845	78587	82516	86642	90974	93703	95577
CS84	NE	HOURLY	36.343	38.160	40.068	42.071	44.175	45.500	46.410
		MONTHLY	6299	6614	6945	7292	**7657**	7887	8044
		ANNUAL	75593	79373	83341	87508	91884	94640	96533
CS85	NE	HOURLY	36.706	38.542	40.469	42.492	44.617	45.955	46.874
		MONTHLY	6362	6681	7015	7365	**7734**	7966	8125
		ANNUAL	76349	80167	84175	88384	92803	95587	97499
CS86	NE	HOURLY	37.073	38.927	40.873	42.917	45.063	46.415	47.343
		MONTHLY	6426	6747	7085	7439	**7811**	8045	8206
		ANNUAL	77113	80968	85017	89267	93731	96543	98474
CS87	NE	HOURLY	37.444	39.316	41.282	43.346	45.514	46.879	47.816
		MONTHLY	6490	6815	7156	7513	**7889**	8126	8288
		ANNUAL	77884	81778	85867	90160	94668	97508	99458

Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS88	NE	HOURLY	37.819	39.709	41.695	43.780	45.969	47.348	48.295
		MONTHLY	6555	6883	7227	7588	**7968**	8207	8371
		ANNUAL	78663	82596	86725	91062	95615	98483	100453
CS89	NE	HOURLY	38.197	40.107	42.112	44.217	46.428	47.821	48.778
		MONTHLY	6621	6952	7299	7664	**8048**	8289	8455
		ANNUAL	79449	83422	87593	91972	96571	99468	101457
CS90	NE	HOURLY	38.579	40.508	42.533	44.660	46.893	48.299	49.265
		MONTHLY	6687	7021	7372	7741	**8128**	8372	8539
		ANNUAL	80244	84256	88469	92892	97537	100463	102472

Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T5	NE	HOURLY	17.444	18.317	19.232	20.194	21.204	21.840	22.277
		MONTHLY	3024	3175	3334	3500	**3675.33**	3786	3861
		ANNUAL	36284	38099	40004	42004	44104	45427	46336
T6	NE	HOURLY	17.619	18.500	19.425	20.396	21.416	22.058	22.500
		MONTHLY	3054	3207	3367	3535	**3712**	3823	3900
		ANNUAL	36647	38480	40404	42424	44545	45881	46799
T7	NE	HOURLY	17.795	18.685	19.619	20.600	21.630	22.279	22.725
		MONTHLY	3084	3239	3401	3571	**3749**	3862	3939
		ANNUAL	37014	38864	40808	42848	44990	46340	47267
T8	NE	HOURLY	17.973	18.872	19.815	20.806	21.846	22.502	22.952
		MONTHLY	3115	3271	3435	3606	**3787**	3900	3978
		ANNUAL	37384	39253	41216	43277	45440	46804	47740
T9	NE	HOURLY	18.153	19.060	20.013	21.014	22.065	22.727	23.181
		MONTHLY	3146	3304	3469	3642	**3825**	3939	4018
		ANNUAL	37758	39646	41628	43709	45895	47272	48217
T10	NE	HOURLY	18.334	19.251	20.214	21.224	22.285	22.954	23.413
		MONTHLY	3178	3337	3504	3679	**3863**	3979	4058
		ANNUAL	38135	40042	42044	44146	46354	47744	48699
T11	NE	HOURLY	18.518	19.444	20.416	21.436	22.508	23.184	23.647
		MONTHLY	3210	3370	3539	3716	**3901**	4018	4099
		ANNUAL	38517	40442	42465	44588	46817	48222	49186
T12	NE	HOURLY	18.703	19.638	20.620	21.651	22.733	23.415	23.884
		MONTHLY	3242	3404	3574	3753	**3940**	4059	4140
		ANNUAL	38902	40847	42889	45034	47285	48704	49678
T13	NE	HOURLY	18.890	19.834	20.826	21.867	22.961	23.650	24.123
		MONTHLY	3274	3438	3610	3790	**3980**	4099	4181
		ANNUAL	39291	41255	43318	45484	47758	49191	50175
T14	NE	HOURLY	19.079	20.033	21.034	22.086	23.190	23.886	24.364
		MONTHLY	3307	3472	3646	3828	**4020**	4140	4223
		ANNUAL	39684	41668	43751	45939	48236	49683	50677
T15	NE	HOURLY	19.270	20.233	21.245	22.307	23.422	24.125	24.607
		MONTHLY	3340	3507	3682	3867	**4060**	4182	4265
		ANNUAL	40081	42085	44189	46398	48718	50180	51183
T16	NE	HOURLY	19.462	20.435	21.457	22.530	23.656	24.366	24.853
		MONTHLY	3373	3542	3719	3905	**4100**	4223	4308
		ANNUAL	40481	42505	44631	46862	49205	50682	51695
T17	NE	HOURLY	19.657	20.640	21.672	22.755	23.893	24.610	25.102
		MONTHLY	3407	3578	3756	3944	**4141**	4266	4351
		ANNUAL	40886	42931	45077	47331	49697	51188	52212

Effective: July 2023

*Due to rounding, salary schedules are a close approximation of actual salary

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T18	NE	HOURLY	19.853	20.846	21.888	22.983	24.132	25.339	26.605
		MONTHLY	3441	3613	3794	3984	**4183**	4392	4612
		ANNUAL	41295	43360	45528	47804	50194	52704	55339
T19	NE	HOURLY	20.052	21.055	22.107	23.213	24.373	25.104	25.607
		MONTHLY	3476	3649	3832	4024	**4225**	4351	4438
		ANNUAL	41708	43793	45983	48282	50696	52217	53262
T20	NE	HOURLY	20.252	21.265	22.328	23.445	24.617	25.355	25.863
		MONTHLY	3510	3686	3870	4064	**4267**	4395	4483
		ANNUAL	42125	44231	46443	48765	51203	52739	53794
T21	NE	HOURLY	20.455	21.478	22.552	23.679	24.863	25.609	26.121
		MONTHLY	3546	3723	3909	4104	**4310**	4439	4528
		ANNUAL	42546	44674	46907	49253	51715	53267	54332
T22	NE	HOURLY	20.660	21.693	22.777	23.916	25.112	25.865	26.382
		MONTHLY	3581	3760	3948	4145	**4353**	4483	4573
		ANNUAL	42972	45120	47376	49745	52233	53799	54875
T23	NE	HOURLY	20.866	21.909	23.005	24.155	25.363	26.124	26.646
		MONTHLY	3617	3798	3988	4187	**4396**	4528	4619
		ANNUAL	43402	45572	47850	50243	52755	54337	55424
T24	NE	HOURLY	21.075	22.129	23.235	24.397	25.617	26.385	26.913
		MONTHLY	3653	3836	4027	4229	**4440**	4573	4665
		ANNUAL	43836	46027	48329	50745	53282	54881	55978
T25	NE	HOURLY	21.286	22.350	23.467	24.641	25.873	26.649	27.182
		MONTHLY	3689	3874	4068	4271	**4485**	4619	4712
		ANNUAL	44274	46488	48812	51253	53815	55430	56538
T26	NE	HOURLY	21.498	22.573	23.702	24.887	26.131	26.915	27.454
		MONTHLY	3726	3913	4108	4314	**4529**	4665	4759
		ANNUAL	44717	46952	49300	51765	54353	55984	57104
T27	NE	HOURLY	21.713	22.799	23.939	25.136	26.393	27.185	27.728
		MONTHLY	3764	3952	4149	4357	**4575**	4712	4806
		ANNUAL	45164	47422	49793	52283	54897	56544	57675
T28	NE	HOURLY	21.931	23.027	24.178	25.387	26.657	27.456	28.005
		MONTHLY	3801	3991	4191	4400	**4620**	4759	4854
		ANNUAL	45615	47896	50291	52806	55446	57109	58251
T29	NE	HOURLY	22.150	23.257	24.420	25.641	26.923	27.731	28.286
		MONTHLY	3839	4031	4233	4444	**4667**	4807	4903
		ANNUAL	46072	48375	50794	53334	56000	57680	58834
T30	NE	HOURLY	22.371	23.490	24.664	25.898	27.192	28.008	28.568
		MONTHLY	3878	4072	4275	4489	**4713**	4855	4952
		ANNUAL	46532	48859	51302	53867	56560	58257	59422

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T31	NE	HOURLY	22.595	23.725	24.911	26.157	27.464	28.288	28.854
		MONTHLY	3916	4112	4318	4534	**4760**	4903	5001
		ANNUAL	46998	49348	51815	54406	57126	58840	60017
T32	NE	HOURLY	22.821	23.962	25.160	26.418	27.739	28.571	29.143
		MONTHLY	3956	4153	4361	4579	**4808**	4952	5051
		ANNUAL	47468	49841	52333	54950	57697	59428	60617
T33	NE	HOURLY	23.049	24.202	25.412	26.682	28.016	28.857	29.434
		MONTHLY	3995	4195	4405	4625	**4856**	5002	5102
		ANNUAL	47942	50339	52856	55499	58274	60022	61223
T34	NE	HOURLY	23.280	24.444	25.666	26.949	28.297	29.145	29.728
		MONTHLY	4035	4237	4449	4671	**4905**	5052	5153
		ANNUAL	48422	50843	53385	56054	58857	60623	61835
T35	NE	HOURLY	23.512	24.688	25.922	27.219	28.580	29.437	30.026
		MONTHLY	4075	4279	4493	4718	**4954**	5102	5204
		ANNUAL	48906	51351	53919	56615	59445	61229	62453
T36	NE	HOURLY	23.748	24.935	26.182	27.491	28.865	29.731	30.326
		MONTHLY	4116	4322	4538	4765	**5003**	5153	5256
		ANNUAL	49395	51865	54458	57181	60040	61841	63078
T37	NE	HOURLY	23.985	25.184	26.444	27.766	29.154	30.029	30.629
		MONTHLY	4157	4365	4584	4813	**5053**	5205	5309
		ANNUAL	49889	52383	55003	57753	60640	62460	63709
T38	NE	HOURLY	24.225	25.436	26.708	28.043	29.446	30.329	30.935
		MONTHLY	4199	4409	4629	4861	**5104**	5257	5362
		ANNUAL	50388	52907	55553	58330	61247	63084	64346
T39	NE	HOURLY	24.467	25.691	26.975	28.324	29.740	30.632	31.245
		MONTHLY	4241	4453	4676	4909	**5155**	5310	5416
		ANNUAL	50892	53436	56108	58914	61859	63715	64989
T40	NE	HOURLY	24.712	25.947	27.245	28.607	30.037	30.939	31.557
		MONTHLY	4283	4498	4722	4959	**5206**	5363	5470
		ANNUAL	51401	53971	56669	59503	62478	64352	65639
T41	NE	HOURLY	24.959	26.207	27.517	28.893	30.338	31.248	31.873
		MONTHLY	4326	4543	4770	5008	**5259**	5416	5525
		ANNUAL	51915	54510	57236	60098	63103	64996	66296
T42	NE	HOURLY	25.209	26.469	27.792	29.182	30.641	31.560	32.192
		MONTHLY	4369	4588	4817	5058	**5311**	5470	5580
		ANNUAL	52434	55055	57808	60699	63734	65646	66959
T43	NE	HOURLY	25.461	26.734	28.070	29.474	30.948	31.876	32.514
		MONTHLY	4413	4634	4866	5109	**5364**	5525	5636
		ANNUAL	52958	55606	58386	61306	64371	66302	67628

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T44	NE	HOURLY	25.715	27.001	28.351	29.769	31.257	32.195	32.839
		MONTHLY	4457	4680	4914	5160	**5418**	5580	5692
		ANNUAL	53488	56162	58970	61919	65015	66965	68304
T45	NE	HOURLY	25.972	27.271	28.635	30.066	31.570	32.517	33.167
		MONTHLY	4502	4727	4963	5211	**5472**	5636	5749
		ANNUAL	54023	56724	59560	62538	65665	67635	68987
T46	NE	HOURLY	26.232	27.544	28.921	30.367	31.885	32.842	33.499
		MONTHLY	4547	4774	5013	5264	**5527**	5693	5806
		ANNUAL	54563	57291	60155	63163	66321	68311	69677
T47	NE	HOURLY	26.494	27.819	29.210	30.671	32.204	33.170	33.834
		MONTHLY	4592	4822	5063	5316	**5582**	5750	5865
		ANNUAL	55108	57864	60757	63795	66985	68994	70374
T48	NE	HOURLY	26.759	28.097	29.502	30.977	32.526	33.502	34.172
		MONTHLY	4638	4870	5114	5369	**5638**	5807	5923
		ANNUAL	55660	58442	61365	64433	67654	69684	71078
T49	NE	HOURLY	27.027	28.378	29.797	31.287	32.851	33.837	34.514
		MONTHLY	4685	4919	5165	5423	**5694**	5865	5982
		ANNUAL	56216	59027	61978	65077	68331	70381	71789
T50	NE	HOURLY	27.297	28.662	30.095	31.600	33.180	34.175	34.859
		MONTHLY	4732	4968	5217	5477	**5751**	5924	6042
		ANNUAL	56778	59617	62598	65728	69014	71085	72506
T51	NE	HOURLY	27.570	28.949	30.396	31.916	33.512	34.517	35.207
		MONTHLY	4779	5018	5269	5532	**5809**	5983	6103
		ANNUAL	57346	60213	63224	66385	69704	71796	73232
T52	NE	HOURLY	27.846	29.238	30.700	32.235	33.847	34.862	35.560
		MONTHLY	4827	5068	5321	5587	**5867**	6043	6164
		ANNUAL	57920	60815	63856	67049	70402	72514	73964
T53	NE	HOURLY	28.124	29.531	31.007	32.557	34.185	35.211	35.915
		MONTHLY	4875	5119	5375	5643	**5925**	6103	6225
		ANNUAL	58499	61424	64495	67720	71106	73239	74703
T54	NE	HOURLY	28.406	29.826	31.317	32.883	34.527	35.563	36.274
		MONTHLY	4924	5170	5428	5700	**5985**	6164	6288
		ANNUAL	59084	62038	65140	68397	71817	73971	75451
T55	NE	HOURLY	28.690	30.124	31.630	33.212	34.872	35.919	36.637
		MONTHLY	4973	5222	5483	5757	**6045**	6226	6350
		ANNUAL	59675	62658	65791	69081	72535	74711	76205
T56	NE	HOURLY	28.977	30.425	31.947	33.544	35.221	36.278	37.003
		MONTHLY	5023	5274	5537	5814	**6105**	6288	6414
		ANNUAL	60271	63285	66449	69772	73260	75458	76967

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T57	NE	HOURLY	29.266	30.730	32.266	33.879	35.573	36.641	37.373
		MONTHLY	5073	5326	5593	5872	**6166**	6351	6478
		ANNUAL	60874	63918	67114	70469	73993	76213	77737
T58	NE	HOURLY	29.559	31.037	32.589	34.218	35.929	37.007	37.747
		MONTHLY	5124	5380	5649	5931	**6228**	6415	6543
		ANNUAL	61483	64557	67785	71174	74733	76975	78514
T59	NE	HOURLY	29.855	31.347	32.915	34.560	36.288	37.377	38.125
		MONTHLY	5175	5434	5705	5990	**6290**	6479	6608
		ANNUAL	62098	65202	68463	71886	75480	77744	79299
T60	NE	HOURLY	30.153	31.661	33.244	34.906	36.651	37.751	38.506
		MONTHLY	5227	5488	5762	6050	**6353**	6543	6674
		ANNUAL	62719	65854	69147	72605	76235	78522	80092
T61	NE	HOURLY	30.455	31.977	33.576	35.255	37.018	38.128	38.891
		MONTHLY	5279	5543	5820	6111	**6416**	6609	6741
		ANNUAL	63346	66513	69839	73331	76997	79307	80893
T62	NE	HOURLY	30.759	32.297	33.912	35.608	37.388	38.510	39.280
		MONTHLY	5332	5598	5878	6172	**6481**	6675	6809
		ANNUAL	63979	67178	70537	74064	77767	80100	81702
T63	NE	HOURLY	31.067	32.620	34.251	35.964	37.762	38.895	39.673
		MONTHLY	5385	5654	5937	6234	**6545**	6742	6877
		ANNUAL	64619	67850	71242	74805	78545	80901	82519
T64	NE	HOURLY	31.377	32.946	34.594	36.323	38.140	39.284	40.069
		MONTHLY	5439	5711	5996	6296	**6611**	6809	6945
T65	NE	HOURLY	31.691	33.276	34.940	36.687	38.521	39.677	40.470
		MONTHLY	5493	5768	6056	6359	**6677**	6877	7015
		ANNUAL	65918	69214	72674	76308	80124	82527	84178
T66	NE	HOURLY	32.008	33.609	35.289	37.053	38.906	40.073	40.875
		MONTHLY	5548	5825	6117	6423	**6744**	6946	7085
		ANNUAL	66577	69906	73401	77071	80925	83352	85020
T67	NE	HOURLY	32.328	33.945	35.642	37.424	39.295	40.474	41.284
		MONTHLY	5604	5884	6178	6487	**6811**	7016	7156
		ANNUAL	67243	70605	74135	77842	81734	84186	85870
T68	NE	HOURLY	32.652	34.284	35.998	37.798	39.688	40.879	41.696
		MONTHLY	5660	5943	6240	6552	**6879**	7086	7227
		ANNUAL	67915	71311	74877	78620	82551	85028	86728
T69	NE	HOURLY	32.978	34.627	36.358	38.176	40.085	41.288	42.113
		MONTHLY	5716	6002	6302	6617	**6948**	7157	7300
		ANNUAL	68594	72024	75625	79407	83377	85878	87596

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T70	NE	HOURLY	33.308	34.973	36.722	38.558	40.486	41.700	42.534
		MONTHLY	5773	6062	6365	6683	**7018**	7228	7373
		ANNUAL	69280	72744	76382	80201	84211	86737	88472
T71	NE	HOURLY	33.641	35.323	37.089	38.944	40.891	42.117	42.960
		MONTHLY	5831	6123	6429	6750	**7088**	7300	7446
		ANNUAL	69973	73472	77145	81003	85053	87604	89356
T72	NE	HOURLY	33.977	35.676	37.460	39.333	41.300	42.539	43.389
		MONTHLY	5889	6184	6493	6818	**7159**	7373	7521
		ANNUAL	70673	74206	77917	81813	85903	88480	90250
T73	NE	HOURLY	34.317	36.033	37.835	39.726	41.713	42.964	43.823
		MONTHLY	5948	6246	6558	6886	**7230**	7447	7596
		ANNUAL	71380	74949	78696	82631	86762	89365	91152
T74	NE	HOURLY	34.660	36.393	38.213	40.124	42.130	43.394	44.262
		MONTHLY	6008	6308	6624	6955	**7302**	7522	7672
		ANNUAL	72093	75698	79483	83457	87630	90259	92064
T75	NE	HOURLY	35.007	36.757	38.595	40.525	42.551	43.828	44.704
		MONTHLY	6068	6371	6690	7024	**7376**	7597	7749
		ANNUAL	72814	76455	80278	84292	88506	91161	92985
T76	NE	HOURLY	35.357	37.125	38.981	40.930	42.977	44.266	45.151
		MONTHLY	6129	6435	6757	7095	**7449**	7673	7826
		ANNUAL	73542	77220	81081	85135	89391	92073	93914
T77	NE	HOURLY	35.711	37.496	39.371	41.339	43.406	44.709	45.603
		MONTHLY	6190	6499	6824	7165	**7524**	7749	7904
		ANNUAL	74278	77992	81891	85986	90285	92994	94854
T78	NE	HOURLY	36.068	37.871	39.765	41.753	43.840	45.156	46.059
		MONTHLY	6252	6564	6893	7237	**7599**	7827	7984
		ANNUAL	75021	78772	82710	86846	91188	93924	95802
T79	NE	HOURLY	36.428	38.250	40.162	42.170	44.279	45.607	46.519
		MONTHLY	6314	6630	6961	7310	**7675**	7905	8063
		ANNUAL	75771	79559	83537	87714	92100	94863	96760
T80	NE	HOURLY	36.793	38.632	40.564	42.592	44.722	46.063	46.985
		MONTHLY	6377	6696	7031	7383	**7752**	7984	8144
		ANNUAL	76529	80355	84373	88591	93021	95812	97728
T81	NE	HOURLY	37.160	39.019	40.969	43.018	45.169	46.524	47.454
		MONTHLY	6441	6763	7101	7456	**7829**	8064	8225
		ANNUAL	77294	81159	85216	89477	93951	96770	98705
T82	NE	HOURLY	37.532	39.409	41.379	43.448	45.620	46.989	47.929
		MONTHLY	6506	6831	7172	7531	**7908**	8145	8308
		ANNUAL	78067	81970	86069	90372	94891	97737	99692

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T83	NE	HOURLY	37.907	39.803	41.793	43.883	46.077	47.459	48.408
		MONTHLY	6571	6899	7244	7606	**7987**	8226	8391
		ANNUAL	78847	82790	86929	91276	95840	98715	100689
T84	NE	HOURLY	38.286	40.201	42.211	44.321	46.537	47.934	48.892
		MONTHLY	6636	6968	7317	7682	**8066**	8308	8475
		ANNUAL	79636	83618	87799	92189	96798	99702	101696
T85	NE	HOURLY	38.669	40.603	42.633	44.765	47.003	48.413	49.381
		MONTHLY	6703	7038	7390	7759	**8147**	8392	8559
		ANNUAL	80432	84454	88677	93110	97766	100699	102713
T86	NE	HOURLY	39.056	41.009	43.059	45.212	47.473	48.897	49.875
		MONTHLY	6770	7108	7464	7837	**8229**	8475	8645
		ANNUAL	81237	85298	89563	94042	98744	101706	103740
T87	NE	HOURLY	39.447	41.419	43.490	45.664	47.948	49.386	50.374
		MONTHLY	6837	7179	7538	7915	**8311**	8560	8731
		ANNUAL	82049	86151	90459	94982	99731	102723	104777
T88	NE	HOURLY	39.841	41.833	43.925	46.121	48.427	49.880	50.877
		MONTHLY	6906	7251	7614	7994	**8394**	8646	8819
		ANNUAL	82869	87013	91364	95932	100728	103750	105825
T89	NE	HOURLY	40.239	42.251	44.364	46.582	48.911	50.379	51.386
		MONTHLY	6975	7324	7690	8074	**8478**	8732	8907
		ANNUAL	83698	87883	92277	96891	101736	104788	106883
T90	NE	HOURLY	40.642	42.674	44.808	47.048	49.400	50.882	51.900
		MONTHLY	7045	7397	7767	8155	**8563**	8820	8996
		ANNUAL	84535	88762	93200	97860	102753	105836	107952
T91	NE	HOURLY	41.048	43.101	45.256	47.519	49.894	51.391	52.419
		MONTHLY	7115	7471	7844	8237	**8648**	8908	9086
		ANNUAL	85380	89649	94132	98839	103780	106894	109032
T92	NE	HOURLY	41.459	43.532	45.708	47.994	50.393	51.905	52.943
		MONTHLY	7186	7545	7923	8319	**8735**	8997	9177
		ANNUAL	86234	90546	95073	99827	104818	107963	110122
T93	NE	HOURLY	41.873	43.967	46.165	48.474	50.897	52.424	53.473
		MONTHLY	7258	7621	8002	8402	**8822**	9087	9269
		ANNUAL	87097	91451	96024	100825	105866	109042	111223
T94	NE	HOURLY	42.292	44.407	46.627	48.958	51.406	52.949	54.007
		MONTHLY	7331	7697	8082	8486	**8910**	9178	9361
		ANNUAL	87968	92366	96984	101833	106925	110133	112336
T95	NE	HOURLY	42.715	44.851	47.093	49.448	51.920	53.478	54.548
		MONTHLY	7404	7774	8163	8571	**9000**	9270	9455
		ANNUAL	88847	93290	97954	102852	107994	111234	113459

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T96	NE	HOURLY	43.142	45.299	47.564	49.942	52.440	55.062	56.163
		MONTHLY	7478	7852	8244	8657	**9090**	9544	9735
		ANNUAL	89736	94223	98934	103880	109074	114528	116819
T97	NE	HOURLY	43.574	45.752	48.040	50.442	52.964	54.553	55.644
		MONTHLY	7553	7930	8327	8743	**9180**	9456	9645
		ANNUAL	90633	95165	99923	104919	110165	113470	115739
T98	NE	HOURLY	44.009	46.210	48.520	50.946	53.494	55.098	56.200
		MONTHLY	7628	8010	8410	8831	**9272**	9550	9741
		ANNUAL	91539	96116	100922	105968	111267	114605	116897
T99	NE	HOURLY	44.449	46.672	49.005	51.456	54.029	55.649	56.762
		MONTHLY	7705	8090	8494	8919	**9365**	9646	9839
		ANNUAL	92455	97078	101931	107028	112379	115751	118066
T100	NE	HOURLY	44.894	47.139	49.496	51.970	54.569	56.206	57.330
		MONTHLY	7782	8171	8579	9008	**9459**	9742	9937
		ANNUAL	93379	98048	102951	108098	113503	116908	119246

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM27	E	HOURLY	30.233	31.745	33.332	34.998	36.748	37.851	38.608
		MONTHLY	5240	5502	5778	6066	**6370**	6561	6692
		ANNUAL	62885	66029	69330	72797	76437	78730	80304
MM28	E	HOURLY	30.535	32.062	33.665	35.348	37.116	38.229	38.994
		MONTHLY	5293	5557	5835	6127	**6433**	6626	6759
		ANNUAL	63513	66689	70023	73525	77201	79517	81107
MM29	E	HOURLY	30.841	32.383	34.002	35.702	37.487	38.612	39.384
		MONTHLY	5346	5613	5894	6188	**6498**	6693	6827
		ANNUAL	64148	67356	70724	74260	77973	80312	81918
MM30	E	HOURLY	31.149	32.706	34.342	36.059	37.862	38.998	39.778
		MONTHLY	5399	5669	5953	6250	**6563**	6760	6895
		ANNUAL	64790	68029	71431	75002	78753	81115	82738
MM31	E	HOURLY	31.461	33.034	34.685	36.419	38.240	39.388	40.175
		MONTHLY	5453	5726	6012	6313	**6628**	6827	6964
		ANNUAL	65438	68710	72145	75753	79540	81926	83565
MM32	E	HOURLY	31.775	33.364	35.032	36.784	38.623	39.782	40.577
		MONTHLY	5508	5783	6072	6376	**6695**	6895	7033
		ANNUAL	66092	69397	72867	76510	80336	82746	84401
MM33	E	HOURLY	32.093	33.698	35.382	37.152	39.009	40.179	40.983
		MONTHLY	5563	5841	6133	6440	**6762**	6964	7104
		ANNUAL	66753	70091	73595	77275	81139	83573	85245
MM34	E	HOURLY	32.414	34.034	35.736	37.523	39.399	40.581	41.393
		MONTHLY	5618	5899	6194	6504	**6829**	7034	7175
		ANNUAL	67421	70792	74331	78048	81950	84409	86097
MM35	E	HOURLY	32.738	34.375	36.094	37.898	39.793	40.987	41.807
		MONTHLY	5675	5958	6256	6569	**6897**	7104	7246
		ANNUAL	68095	71500	75075	78828	82770	85253	86958
MM36	E	HOURLY	33.065	34.719	36.455	38.277	40.191	41.397	42.225
		MONTHLY	5731	6018	6319	6635	**6966**	7175	7319
		ANNUAL	68776	72215	75825	79617	83597	86105	87828
MM37	E	HOURLY	33.396	35.066	36.819	38.660	40.593	41.811	42.647
		MONTHLY	5789	6078	6382	6701	**7036**	7247	7392
		ANNUAL	69464	72937	76584	80413	84433	86966	88706
MM38	E	HOURLY	33.730	35.416	37.187	39.047	40.999	42.229	43.073
		MONTHLY	5847	6139	6446	6768	**7106**	7320	7466
		ANNUAL	70158	73666	77349	81217	85278	87836	89593
MM39	E	HOURLY	34.067	35.771	37.559	39.437	41.409	42.651	43.504
		MONTHLY	5905	6200	6510	6836	**7178**	7393	7541
		ANNUAL	70860	74403	78123	82029	86131	88715	90489
MM40	E	HOURLY	34.408	36.128	37.935	39.831	41.823	43.078	43.939
		MONTHLY	5964	6262	6575	6904	**7249**	7467	7616
		ANNUAL	71568	75147	78904	82849	86992	89602	91394
MM41	E	HOURLY	34.752	36.490	38.314	40.230	42.241	43.508	44.379
		MONTHLY	6024	6325	6641	6973	**7322**	7541	7692
		ANNUAL	72284	75898	79693	83678	87862	90498	92308
MM42	E	HOURLY	35.100	36.854	38.697	40.632	42.664	43.944	44.822
		MONTHLY	6084	6388	6708	7043	**7395**	7617	7769
		ANNUAL	73007	76657	80490	84515	88740	91403	93231
MM43	E	HOURLY	35.450	37.223	39.084	41.038	43.090	44.383	45.271
		MONTHLY	6145	6452	6775	7113	**7469**	7693	7847
		ANNUAL	73737	77424	81295	85360	89628	92317	94163

*Due to rounding, salary schedules are a close approximation of actual salary.

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM44	E	HOURLY	35.805	37.595	39.475	41.449	43.521	44.827	45.723
		MONTHLY	6206	6517	6842	7184	**7544**	7770	7925
		ANNUAL	74474	78198	82108	86213	90524	93240	95105
MM45	E	HOURLY	36.163	37.971	39.870	41.863	43.956	45.275	46.181
		MONTHLY	6268	6582	6911	7256	**7619**	7848	8005
		ANNUAL	75219	78980	82929	87076	91429	94172	96056
MM46	E	HOURLY	36.525	38.351	40.268	42.282	44.396	45.728	46.642
		MONTHLY	6331	6647	6980	7329	**7695**	7926	8085
		ANNUAL	75971	79770	83758	87946	92344	95114	97016
MM47	E	HOURLY	36.890	38.734	40.671	42.705	44.840	46.185	47.109
		MONTHLY	6394	6714	7050	7402	**7772**	8005	8166
		ANNUAL	76731	80568	84596	88826	93267	96065	97986
MM48	E	HOURLY	37.259	39.122	41.078	43.132	45.288	46.647	47.580
		MONTHLY	6458	6781	7120	7476	**7850**	8085	8247
		ANNUAL	77498	81373	85442	89714	94200	97026	98966
MM49	E	HOURLY	37.631	39.513	41.489	43.563	45.741	47.113	48.056
		MONTHLY	6523	6849	7191	7551	**7928**	8166	8330
		ANNUAL	78273	82187	86296	90611	95142	97996	99956
MM50	E	HOURLY	38.008	39.908	41.904	43.999	46.199	47.585	48.536
		MONTHLY	6588	6917	7263	7626	**8008**	8248	8413
		ANNUAL	79056	83009	87159	91517	96093	98976	100955
MM51	E	HOURLY	38.388	40.307	42.323	44.439	46.661	48.060	49.022
		MONTHLY	6654	6987	7336	7703	**8088**	8330	8497
		ANNUAL	79847	83839	88031	92432	97054	99966	101965
MM52	E	HOURLY	38.772	40.710	42.746	44.883	47.127	48.541	49.512
		MONTHLY	6720	7056	7409	7780	**8169**	8414	8582
		ANNUAL	80645	84677	88911	93357	98025	100965	102985
MM53	E	HOURLY	39.159	41.117	43.173	45.332	47.599	49.026	50.007
		MONTHLY	6788	7127	7483	7858	**8250**	8498	8668
		ANNUAL	81452	85524	89800	94290	99005	101975	104015
MM54	E	HOURLY	39.551	41.529	43.605	45.785	48.074	49.517	50.507
		MONTHLY	6856	7198	7558	7936	**8333**	8583	8755
		ANNUAL	82266	86379	90698	95233	99995	102995	105055
MM55	E	HOURLY	39.947	41.944	44.041	46.243	48.555	50.012	51.012
		MONTHLY	6924	7270	7634	8015	**8416**	8669	8842
		ANNUAL	83089	87243	91605	96186	100995	104025	106105
MM56	E	HOURLY	40.346	42.363	44.481	46.706	49.041	50.512	51.522
		MONTHLY	6993	7343	7710	8096	**8500**	8755	8931
		ANNUAL	83920	88116	92521	97147	102005	105065	107166
MM57	E	HOURLY	40.749	42.787	44.926	47.173	49.531	51.017	52.037
		MONTHLY	7063	7416	7787	8177	**8585**	8843	9020
		ANNUAL	84759	88997	93447	98119	103025	106116	108238
MM58	E	HOURLY	41.157	43.215	45.376	47.644	50.027	51.527	52.558
		MONTHLY	7134	7491	7865	8258	**8671**	8931	9110
		ANNUAL	85606	89887	94381	99100	104055	107177	109320
MM59	E	HOURLY	41.568	43.647	45.829	48.121	50.527	52.043	53.083
		MONTHLY	7205	7565	7944	8341	**8758**	9021	9201
		ANNUAL	86462	90786	95325	100091	105096	108249	110414
MM60	E	HOURLY	41.984	44.083	46.288	48.602	51.032	52.563	53.614
		MONTHLY	7277	7641	8023	8424	**8846**	9111	9293
		ANNUAL	87327	91693	96278	101092	106147	109331	111518

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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM61	E	HOURLY	42.404	44.524	46.750	49.088	51.542	53.089	54.150
		MONTHLY	7350	7718	8103	8509	**8934**	9202	9386
		ANNUAL	88200	92610	97241	102103	107208	110424	112633
MM62	E	HOURLY	42.828	44.969	47.218	49.579	52.058	53.620	54.692
		MONTHLY	7424	7795	8184	8594	**9023**	9294	9480
		ANNUAL	89082	93536	98213	103124	108280	111529	113759
MM63	E	HOURLY	43.256	45.419	47.690	50.075	52.578	54.156	55.239
		MONTHLY	7498	7873	8266	8680	**9114**	9387	9575
		ANNUAL	89973	94472	99195	104155	109363	112644	114897
MM64	E	HOURLY	43.689	45.873	48.167	50.575	53.104	54.697	55.791
		MONTHLY	7573	7951	8349	8766	**9205**	9481	9670
		ANNUAL	90873	95417	100187	105197	110457	113770	116046
MM65	E	HOURLY	44.126	46.332	48.649	51.081	53.635	55.244	56.349
		MONTHLY	7648	8031	8432	8854	**9297**	9576	9767
		ANNUAL	91782	96371	101189	106249	111561	114908	117206
MM66	E	HOURLY	44.567	46.795	49.135	51.592	54.172	55.797	56.913
		MONTHLY	7725	8111	8517	8943	**9390**	9671	9865
		ANNUAL	92699	97334	102201	107311	112677	116057	118378
MM67	E	HOURLY	45.013	47.263	49.627	52.108	54.713	56.355	57.482
		MONTHLY	7802	8192	8602	9032	**9484**	9768	9964
		ANNUAL	93626	98308	103223	108384	113804	117218	119562
MM68	E	HOURLY	45.463	47.736	50.123	52.629	55.260	56.918	58.057
		MONTHLY	7880	8274	8688	9122	**9578**	9866	10063
		ANNUAL	94563	99291	104255	109468	114942	118390	120758
MM69	E	HOURLY	45.917	48.213	50.624	53.155	55.813	57.487	58.637
		MONTHLY	7959	8357	8775	9214	**9674**	9964	10164
		ANNUAL	95508	100284	105298	110563	116091	119574	121965
MM70	E	HOURLY	46.377	48.695	51.130	53.687	56.371	58.062	59.223
		MONTHLY	8039	8441	8863	9306	**9771**	10064	10265
		ANNUAL	96463	101287	106351	111668	117252	120769	123185
MM71	E	HOURLY	46.840	49.182	51.642	54.224	56.935	58.643	59.816
		MONTHLY	8119	8525	8951	9399	**9869**	10165	10368
		ANNUAL	97428	102299	107414	112785	118424	121977	124417
MM72	E	HOURLY	47.309	49.674	52.158	54.766	57.504	59.229	60.414
		MONTHLY	8200	8610	9041	9493	**9967**	10266	10472
		ANNUAL	98402	103322	108489	113913	119609	123197	125661
MM73	E	HOURLY	47.782	50.171	52.680	55.314	58.079	59.822	61.018
		MONTHLY	8282	8696	9131	9588	**10067**	10369	10576
		ANNUAL	99386	104356	109573	115052	120805	124429	126917
MM74	E	HOURLY	48.260	50.673	53.206	55.867	58.660	60.420	61.628
		MONTHLY	8365	8783	9222	9684	**10168**	10473	10682
		ANNUAL	100380	105399	110669	116203	122013	125673	128187
MM75	E	HOURLY	48.742	51.179	53.738	56.425	59.247	61.024	62.244
		MONTHLY	8449	8871	9315	9780	**10269**	10577	10789
		ANNUAL	101384	106453	111776	117365	123233	126930	129469
MM76	E	HOURLY	49.230	51.691	54.276	56.990	59.839	61.634	62.867
		MONTHLY	8533	8960	9408	9878	**10372**	10683	10897
		ANNUAL	102398	107518	112894	118538	124465	128199	130763
MM77	E	HOURLY	49.722	52.208	54.819	57.559	60.437	62.251	63.496
		MONTHLY	8618	9049	9502	9977	**10476**	10790	11006
		ANNUAL	103422	108593	114023	119724	125710	129481	132071

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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM78	E	HOURLY	50.219	52.730	55.367	58.135	61.042	62.873	64.131
		MONTHLY	8705	9140	9597	10077	**10581**	10898	11116
		ANNUAL	104456	109679	115163	120921	126967	130776	133392
MM79	E	HOURLY	50.721	53.258	55.920	58.716	61.652	63.502	64.772
		MONTHLY	8792	9231	9693	10178	**10686**	11007	11227
		ANNUAL	105501	110776	116314	122130	128237	132084	134725
MM80	E	HOURLY	51.229	53.790	56.480	59.304	62.269	64.137	65.420
		MONTHLY	8880	9324	9790	10279	**10793**	11117	11339
		ANNUAL	106556	111883	117478	123351	129519	133405	136073
MM81	E	HOURLY	51.741	54.328	57.044	59.897	62.891	64.778	66.074
		MONTHLY	8968	9417	9888	10382	**10901**	11228	11453
		ANNUAL	107621	113002	118652	124585	130814	134739	137433
MM82	E	HOURLY	52.258	54.871	57.615	60.496	63.520	65.426	66.735
		MONTHLY	9058	9511	9987	10486	**11010**	11341	11567
		ANNUAL	108697	114132	119839	125831	132122	136086	138808
MM83	E	HOURLY	52.781	55.420	58.191	61.101	64.156	66.080	67.402
		MONTHLY	9149	9606	10086	10591	**11120**	11454	11683
		ANNUAL	109784	115274	121037	127089	133444	137447	140196
MM84	E	HOURLY	53.309	55.974	58.773	61.712	64.797	66.741	68.076
		MONTHLY	9240	9702	10187	10697	**11232**	11568	11800
		ANNUAL	110882	116426	122248	128360	134778	138821	141598
MM85	E	HOURLY	53.842	56.534	59.361	62.329	65.445	67.408	68.757
		MONTHLY	9333	9799	10289	10804	**11344**	11684	11918
		ANNUAL	111991	117591	123470	129644	136126	140210	143014
MM86	E	HOURLY	54.380	57.099	59.954	62.952	66.100	68.083	69.444
		MONTHLY	9426	9897	10392	10912	**11457**	11801	12037
		ANNUAL	113111	118767	124705	130940	137487	141612	144444
MM87	E	HOURLY	54.924	57.670	60.554	63.581	66.761	68.763	70.139
		MONTHLY	9520	9996	10496	11021	**11572**	11919	12157
		ANNUAL	114242	119954	125952	132249	138862	143028	145888
MM88	E	HOURLY	55.473	58.247	61.159	64.217	67.428	69.451	70.840
		MONTHLY	9615	10096	10601	11131	**11688**	12038	12279
		ANNUAL	115385	121154	127211	133572	140251	144458	147347
MM89	E	HOURLY	56.028	58.829	61.771	64.859	68.102	70.146	71.548
		MONTHLY	9712	10197	10707	11242	**11804**	12159	12402
		ANNUAL	116538	122365	128484	134908	141653	145903	148821
MM90	E	HOURLY	56.588	59.418	62.389	65.508	68.783	70.847	72.264
		MONTHLY	9809	10299	10814	11355	**11922**	12280	12526
		ANNUAL	117704	123589	129768	136257	143070	147362	150309

*Due to rounding, salary schedules are a close approximation of actual salary.

Employee Units Included:
Redlands Professional Firefighters Association
Redlands Association of Fire Management Employees

City of Redlands
SALARY SCHEDULE

Title	Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5	6 (Longevity 14Years Effective July 1, 2021)	7 (Longevity 19 years)
Firefighter	F50	NE	HOURLY	25.118	26.374	27.693	29.078	30.532	31.448	33.020	34.011
(24 hour days)			MONTHLY	6095	6400	6720	7056	**7409.00**	7631	8013	8253
			ANNUAL	73145	76802	80642	84674	88908	91575	96154	99039
Fire Engineer	F55	NE	HOURLY	29.612	31.092	32.647	34.279	35.993	37.073	38.927	40.095
(24 hour days)			MONTHLY	7186	7545	7922	8318	**8734.41**	8996	9446	9730
			ANNUAL	86230	90541	95068	99822	104813	107957	113355	116756
Fire Captain	F60	NE	HOURLY	34.663	36.397	38.216	40.127	42.134	43.398	45.568	46.935
(24 hour days)			MONTHLY	8412	8832	9274	9738	**10224.43**	10531	11058	11389
			ANNUAL	100940	105987	111286	116851	122693	126374	132693	136673
Battalion Chief	F79	E	HOURLY	63.032	66.184	69.493	72.968	76.616	78.914	82.860	85.346
(40 hour week)			MONTHLY	10926	11472	12045	12648	**13280.11**	13679	14362	14793
			ANNUAL	131107	137662	144545	151773	159361	164142	172349	177520
Battalion Chief	F80	NE	HOURLY	45.023	47.274	49.638	52.120	54.726	56.367	59.186	60.961
(56 hour week)			MONTHLY	10926	11472	12045	12648	**13280.11**	13679	14362	14793
			ANNUAL	131107	137662	144545	151773	159361	164142	172349	177520
Deputy Fire Chief	F85	E	HOURLY	78.790	82.730	86.866	91.210	95.770	98.643	103.575	106.683
(40 hour week)			MONTHLY	13657	14340	15057	15810	**16600.15**	17098	17953	18492
			ANNUAL	163884	172078	180682	189716	199202	205178	215437	221900

*Due to rounding, salary schedules are close approximations of actual salary

Employee Units Included:
Redlands Professional Police Officers Association
Redlands Association of Safety Management Employees

City of Redlands
SALARY SCHEDULE

Title	Range	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity)	6 (Longevity)
Police Officer	P60	HOURLY	37.627	39.509	41.484	43.558	45.736	48.023	49.464
		MONTHLY	6522	6848	7191	7550	**7928**	8324	8574
		ANNUAL	78265	82178	86287	90601	95132	99888	102885
Police Corporal	P64	HOURLY	42.488	44.612	46.843	49.185	51.644	54.226	55.853
		MONTHLY	7365	7733	8119	8525	**8952**	9399	9681
		ANNUAL	88374	92793	97433	102304	107419	112790	116174
Police Sergeant	P70	HOURLY	50.664	53.197	55.857	58.650	61.583	64.662	66.602
		MONTHLY	8782	9221	9682	10166	**10674**	11208	11544
		ANNUAL	105381	110651	116183	121992	128092	134496	138531
Police Commander	P81	HOURLY	69.534	73.011	76.661	80.495	84.519	88.745	
		MONTHLY	12053	12655	13288	13952	**14650**	15383	
		ANNUAL	144631	151863	159456	167429	175800	184590	
Deputy Chief	P85	HOURLY	78.780	82.719	86.855	91.198	95.758	100.546	
		MONTHLY	13655	14338	15055	15808	**16598**	17428	
		ANNUAL	163863	172056	180659	189691	199176	209135	

*Due to rounding, salary schedules are close approximations of actual salary

Department Director Salary Table (DD)

Range	Minimum Monthly Salary	Maximum Monthly Salary
04 - Director, Development Services	15,614	18,980
04 - Director, Management Services	15,614	18,980
04 - Director, Facilities and Community Services	15,614	18,980
05 - Director, Municipal Utilities and Engineering	16,405	19,941
05 - Assistant City Manager	16,405	19,941
06 - Fire Chief	17,300	23,000
07 - Police Chief	19,800	27,500

Salary Schedule (C)

Range	Minimum Monthly Salary	Maximum Monthly Salary
C1 - Library Director	11,091	15,815
C2 - City Attorney	19,449	24,131
C3 - City Manager	23,750	29,166

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M65		HOURLY	39.145	41.103	43.158	45.316	47.581	49.009	49.989
		MONTHLY	6785	7124	7481	7855	**8247.43**	8495	8665
		ANNUAL	81422	85493	89768	94256	98969	101938	103977
M66		HOURLY	40.124	42.130	44.237	46.448	48.771	50.234	51.239
		MONTHLY	6955	7303	7668	8051	**8454**	8707	8881
		ANNUAL	83458	87631	92012	96613	101443	104487	106576
M67		HOURLY	41.127	43.183	45.343	47.610	49.990	51.490	52.520
		MONTHLY	7129	7485	7859	8252	**8665**	8925	9103
		ANNUAL	85544	89821	94312	99028	103979	107099	109241
M68		HOURLY	42.155	44.263	46.476	48.800	51.240	52.777	53.833
		MONTHLY	7307	7672	8056	8459	**8882**	9148	9331
		ANNUAL	87683	92067	96670	101504	106579	109776	111972
M69		HOURLY	43.209	45.370	47.638	50.020	52.521	54.097	55.178
		MONTHLY	7490	7864	8257	8670	**9104**	9377	9564
		ANNUAL	89875	94369	99087	104041	109243	112521	114771
M70		HOURLY	44.289	46.504	48.829	51.270	53.834	55.449	56.558
		MONTHLY	7677	8061	8464	8887	**9331**	9611	9803
		ANNUAL	92122	96728	101564	106642	111975	115334	117640
M71		HOURLY	45.397	47.666	50.050	52.552	55.180	56.835	57.972
		MONTHLY	7869	8262	8675	9109	**9564**	9851	10048
		ANNUAL	94425	99146	104103	109308	114774	118217	120581
M72		HOURLY	46.531	48.858	51.301	53.866	56.559	58.256	59.421
		MONTHLY	8065	8469	8892	9337	**9804**	10098	10300
		ANNUAL	96785	101625	106706	112041	117643	121173	123596
M73		HOURLY	47.695	50.079	52.583	55.213	57.973	59.712	60.907
		MONTHLY	8267	8680	9114	9570	**10049**	10350	10557
		ANNUAL	99205	104165	109374	114842	120584	124202	126686
M74		HOURLY	48.887	51.331	53.898	56.593	59.423	61.205	62.429
		MONTHLY	8474	8897	9342	9809	**10300**	10609	10821
		ANNUAL	101685	106769	112108	117713	123599	127307	129853
M75		HOURLY	50.109	52.615	55.245	58.008	60.908	62.735	63.990
		MONTHLY	8686	9120	9576	10055	**10557**	10874	11092
		ANNUAL	104227	109439	114911	120656	126689	130490	133099
M76		HOURLY	51.362	53.930	56.627	59.458	62.431	64.304	65.590
		MONTHLY	8903	9348	9815	10306	**10821**	11146	11369
		ANNUAL	106833	112175	117783	123672	129856	133752	136427

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M77		HOURLY	52.646	55.278	58.042	60.944	63.992	65.911	67.230
		MONTHLY	9125	9582	10061	10564	**11092**	11425	11653
		ANNUAL	109504	114979	120728	126764	133103	137096	139838
M78		HOURLY	53.962	56.660	59.493	62.468	65.591	67.559	68.910
		MONTHLY	9353	9821	10312	10828	**11369**	11710	11944
		ANNUAL	112241	117853	123746	129933	136430	140523	143333
M79		HOURLY	55.311	58.077	60.981	64.030	67.231	69.248	70.633
		MONTHLY	9587	10067	10570	11098	**11653**	12003	12243
		ANNUAL	115047	120800	126840	133182	139841	144036	146917
M80		HOURLY	56.694	59.529	62.505	65.630	68.912	70.979	72.399
		MONTHLY	9827	10318	10834	11376	**11945**	12303	12549
		ANNUAL	117924	123820	130011	136511	143337	147637	150590
M81		HOURLY	58.111	61.017	64.068	67.271	70.635	72.754	74.209
		MONTHLY	10073	10576	11105	11660	**12243**	12611	12863
		ANNUAL	120872	126915	133261	139924	146920	151328	154354
M82		HOURLY	59.564	62.542	65.669	68.953	72.401	74.573	76.064
		MONTHLY	10324	10841	11383	11952	**12549**	12926	13184
		ANNUAL	123893	130088	136593	143422	150593	155111	158213
M83		HOURLY	61.053	64.106	67.311	70.677	74.211	76.437	77.966
		MONTHLY	10583	11112	11667	12251	**12863**	13249	13514
		ANNUAL	126991	133340	140007	147008	154358	158989	162169
M84		HOURLY	62.580	65.709	68.994	72.444	76.066	78.348	79.915
		MONTHLY	10847	11389	11959	12557	**13185**	13580	13852
		ANNUAL	130166	136674	143508	150683	158217	162964	166223
M85		HOURLY	64.144	67.351	70.719	74.255	77.968	80.307	81.913
		MONTHLY	11118	11674	12258	12871	**13514**	13920	14198
		ANNUAL	133420	140091	147095	154450	162172	167038	170378
M86		HOURLY	65.748	69.035	72.487	76.111	79.917	82.314	83.961
		MONTHLY	11396	11966	12564	13193	**13852**	14268	14553
		ANNUAL	136755	143593	150773	158311	166227	171214	174638
M87		HOURLY	67.391	70.761	74.299	78.014	81.915	84.372	86.060
		MONTHLY	11681	12265	12878	13522	**14199**	14624	14917
		ANNUAL	140174	147183	154542	162269	170382	175494	179004
M88		HOURLY	69.076	72.530	76.156	79.964	83.963	86.481	88.211
		MONTHLY	11973	12572	13200	13860	**14554**	14990	15290
		ANNUAL	143678	150862	158405	166326	174642	179881	183479

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M89		HOURLY	70.803	74.343	78.060	81.963	86.062	88.643	90.416
		MONTHLY	12273	12886	13530	14207	**14917**	15365	15672
		ANNUAL	147270	154634	162366	170484	179008	184378	188066
M90		HOURLY	72.573	76.202	80.012	84.012	88.213	90.860	92.677
		MONTHLY	12579	13208	13869	14562	**15290**	15749	16064
		ANNUAL	150952	158500	166425	174746	183483	188988	192768
M91		HOURLY	74.387	78.107	82.012	86.113	90.418	93.131	94.994
		MONTHLY	12894	13539	14215	14926	**15673**	16143	16466
		ANNUAL	154726	162462	170585	179115	188070	193712	197587
M92		HOURLY	76.247	80.060	84.063	88.266	92.679	95.459	97.368
		MONTHLY	13216	13877	14571	15299	**16064**	16546	16877
		ANNUAL	158594	166524	174850	183593	192772	198555	202526
M93		HOURLY	78.153	82.061	86.164	90.472	94.996	97.846	99.803
		MONTHLY	13547	14224	14935	15682	**16466**	16960	17299
		ANNUAL	162559	170687	179221	188182	197591	203519	207590
M94		HOURLY	80.107	84.113	88.318	92.734	97.371	100.292	102.298
		MONTHLY	13885	14580	15308	16074	**16878**	17384	17732
		ANNUAL	166623	174954	183702	192887	202531	208607	212779
M95		HOURLY	82.110	86.215	90.526	95.052	99.805	102.799	104.855
		MONTHLY	14232	14944	15691	16476	**17300**	17819	18175
		ANNUAL	170789	179328	188294	197709	207595	213822	218099
M96		HOURLY	84.163	88.371	92.789	97.429	102.300	105.369	107.477
		MONTHLY	14588	15318	16083	16888	**17732**	18264	18629
		ANNUAL	175058	183811	193002	202652	212784	219168	223551
M97		HOURLY	86.267	90.580	95.109	99.864	104.858	108.003	110.163
		MONTHLY	14953	15701	16486	17310	**18175**	18721	19095
		ANNUAL	179435	188406	197827	207718	218104	224647	229140
M98		HOURLY	88.423	92.845	97.487	102.361	107.479	110.703	112.918
		MONTHLY	15327	16093	16898	17743	**18630**	19189	19572
		ANNUAL	183921	193117	202772	212911	223557	230263	234869
M99		HOURLY	90.634	95.166	99.924	104.920	110.166	113.471	115.741
		MONTHLY	15710	16495	17320	18186	**19095**	19668	20062
		ANNUAL	188519	197944	207842	218234	229145	236020	240740
M100		HOURLY	92.900	97.545	102.422	107.543	112.920	116.308	118.634
		MONTHLY	16103	16908	17753	18641	**19573**	20160	20563
		ANNUAL	193232	202893	213038	223690	234874	241920	246759

City of
REDLANDS

EMPLOYEES INCLUDED:
Part-time Classifications
Effective July 2023

CLASSIFICATION TITLE	HOURLY RATE/RANGE	
Administrative Assistant		19.27
Background Investigator I/II	30.00	35.00
Camera Operator		16.95
Cemetery Aide		15.50
Community Service Officer I/II	23.46	25.40
IT/GIS Intern		15.50
Help Desk Technician		29.27
Library Page		15.50
Library Clerk		17.44
Library Specialist		20.66
Maintenance Worker		20.25
Museum Attendant		15.50
Planning Intern		15.50
Program Aide		17.44
Technical Services Clerk		18.70

City Council Meeting **F. 5.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Acceptance of the California Automated Processing (CalApp) Grant Award of up to $60,000 towards automating the solar permitting process, approve an additional appropriation of the same, and adopt Resolution No. 8501 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 recommendation is appropriate, the following motions are provided:

1. I move that the City Council accept the California Energy Commission CalAPP+ Grant in the amount of $60,000 for the implemention of the online solar permitting program; and

2. I move that the City Council authorize an additional appropriation in the amount of $60,000

3. I move that the City Council adopt Resolution No. 8501 authorizing the City Manager, or designee, to execute the California Energy Commission Grant Agreement and all other related documents necessary to implement the CalApp Program.

RECOMMENDATION:

Staff recommends that the City Council approve acceptance of the California Energy Commission California Automated Permit Processing Program (CalAPP) Grant in the amount of $60,000, approve an additional appropriation of the same, and adopt Resolution No. 8501 authorizing the City Manager, or designee, to execute the Grant Agreement and all other related documents necessary to implement the SolarApp+ Program.

DISCUSSION:

Senate Bill 129 (Budget Act of 2021) authorized an appropriation of $20 million from the State General Fund to be used to support a grant program for California local governments to establish online solar permitting. The grant funding is intended to help local governments in California recover the cost of establishing an eligible automated, online solar permitting platform. In most cases, a majority of the funding will be used to reimburse staff or consultant time associated with the software implementation. The maximum grant amount per jurisdiction is determined by the latest estimated population available from the California Department of Finance. The City of Redlands (City) qualified for a maximum of $60,000 of grant funding (Attachment 1).

The City will be exploring options for implementing SolarAPP+, an online platform that instantly issues permits for code-compliant residential photovoltaic (PV) systems. SolarAPP+ is free for communities to adopt, but there are associated costs for integration of the platform into the City's current automated permit processing system (Cityworks). Other possible costs billable for the CalAPP grant are staff time spent on grant administration as well as other allowable costs associated with automating solar permits.

Following the adoption and launch of a qualifying permitting platform, the California Energy Commission may request annual data relating to this program. Requested data would include the number of permits issued in a given period of time, as well as other relevant characteristics of the permitted systems, such as system capacity.

ALTERNATIVES:

The Council may elect not to accept the award grant and provide alternative direction to staff. However, by not accepting the grant award expenditures related to the CalAPP+ implementation would not be reimbursable.

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
Selina Sanchez, Grant Coordinator

PREPARED BY:
Tricia Munoz, Development Services/Management Analyst

Fiscal Impact

Fiscal Year:	2023-2024
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$60,000
Budgeted Y/N:	N
Account No.:	200164-4401 (S164049)

Discussion:

Acceptance of this grant award will increase appropriations for the FY 2023-2024 Planning Budget (200164-4401-S164049) for potential reimbursement of up to $60,000 for allowable costs related to the CEC CalApp implementation. This will not impact the General Fund.

Attachments

Attachment 1 - CEC Agreement
Resolution No. 8501 for CEC CalAPP+ Grant
Additional Appropriation Form

STATE OF CALIFORNIA
GRANT AGREEMENT
CEC-146 (Revised 3/2019)

CALIFORNIA ENERGY COMMISSION

RECIPIENT	AGREEMENT NUMBER
City of Redlands	**APP-22-262**
ADDRESS	AGREEMENT TERM
35 Cajon Street, Suite 20 Redlands CA, 92373	**05/18/2023 to 05/31/2027** The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

Exhibit A – Application with Scope of Work	Page(s): 4
Exhibit B – APP General Terms and Conditions	Page(s): 5
Exhibit C – Contact List	Page(s): 1

REIMBURSABLE AMOUNT	$ 60,000
MINIMUM MATCH SHARE REQUIRED	$ 0
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH	$ 60,000

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		CONTRACTOR	
AUTHORIZED SIGNATURE Adrienne Winuk	DATE 5/25/2023	AUTHORIZED SIGNATURE Charles M. Duggan, Jr.	DATE 5/25/2023
NAME Adrienne Winuk		NAME	
TITLE Contracts, Grants, and Loans Office Manager		TITLE City Manager	
CALIFORNIA ENERGY COMMISSION ADDRESS 715 P Street, MS 18, Sacramento, CA 95814			

ATTACHMENT 01
Grant Application Form – EXHIBIT A

California Automated Permit Processing (CalAPP) Program

1. APPLICANT INFORMATION (REQUIRED)

Jurisdiction Name (please use full legal name as it would appear on the executed grant): City of Redlands
Jurisdiction Type (select one): ☒ City ☐ County ☐ City and County
Current Estimated Population State of California Department of Finance Demographics (https://dof.ca.gov/forecasting/Demographics/): ☐ Less than 50,000 ☐ From 100,000 to 200,000 ☒ From 50,000 to 99,999 ☐ Greater than 200,000

Project Manager *(serves as point of contact for all communications)*	Name	Tricia Munoz
	Street Address	35 Cajon Street, Suite 20 / PO Box 3005
	City and Zip Code	Redlands 92373
	Phone Number	(909) 335-4755
	E-Mail Address	tmunoz@cityofredlands.org

2. FUNDING (REQUIRED)

Assigned Maximum Grant Amount (select ***one***)

☐ **Group 1 ($40,000):** Population less than 50,000

☒ **Group 2 ($60,000):** Population from 50,000 to 99,999

☐ **Group 3 ($80,000):** Population from 100,000 to 200,000

☐ **Group 4 ($100,000):** Population greater than 200,000

3. PROJECT INFORMATION (REQUIRED)

A. Online, automated solar permitting platform to be adopted:

☒ SolarAPP+

☐ Other. If selected, complete Section 4 ("Additional Information")

B. Please select allowable budget item(s) anticipated to be used (Select at least one):

☒ Ongoing in-house staff labor costs associated directly with adoption and maintenance of the platform

☒ Ongoing third-party or consultant time associated directly with adoption and maintenance of the platform

☐ Ongoing staff training and education, specific to the platform

☐ Ongoing training events for local installers, specific to the platform

☐ Essential hardware or equipment necessary to support adoption of the platform

☒ Maintenance, such as adding support for energy storage paired with solar energy system permitting, and subscription cost for permit tracking software in support of adopted permitting platform

C. Estimated Project Timeline*

*Enter actual dates if activities already began

Activity	Date (Month/Year)
Begin Development/Pilot	June/July 2023
Full Adoption	September 2023
Staff Training	August 2023
Training for Local Installers	August 2023

4. ADDITIONAL INFORMATION (if applicable)

NOTE: Only complete this section if you implement a platform other than SolarAPP+

Please identify whether the following features are supported by the implemented platform. All features are required for the platform to qualify for funding. CEC staff will verify prior to payment approval.

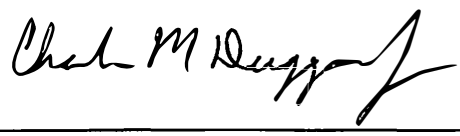
Performs an automated plan review for residential solar energy systems that completes automatic code compliance checks based on user inputs (such as a contractor), thereby enabling or otherwise issuing permits instantly when the project is confirmed as code compliant, without the need for human review	☐ Yes	☐ No
Supports online, immediate fee payment once an application is complete, which may include auto-invoicing of permit fee costs	☐ Yes	☐ No
Supports immediate generation of a permit job card following payment confirmation	☐ Yes	☐ No
Blocks noncompliant applications from receiving a permit	☐ Yes	☐ No
EITHER: 1) Stand-alone permitting tool; **OR** 2) Integrates with current software and inspection platform already in use	☐ Yes	☐ No

5. REPORTING (REQUIRED)

Following adoption and verification of a qualifying platform, the Energy Commission may request, and the Recipient will provide if requested, annual data on the number of permits issued for solar energy systems and a solar energy system paired with an energy storage system including relevant characteristics of those systems, such as system capacity. Please indicate your acceptance of these terms.	☒ Yes	☐ No

6. CERTIFICATION (REQUIRED)

- I am authorized to complete and sign this form on behalf of the applicant.
- I authorize the California Energy Commission to make any inquiries necessary to verify the information presented in this application.
- I have read and understand the terms and conditions contained in this solicitation. I accept the terms and conditions contained in this solicitation on behalf of the applicant, and the applicant is willing to enter into an agreement with the Energy Commission to conduct the proposed project according to the terms and conditions without negotiation.
- I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Authorized Representative:	Charles M. Duggan, Jr.
Title:	City Manager
Phone Number:	(909) 798-7510
E-mail Address:	cduggan@cityofredlands.org
Date:	4/20/23
Signature of Authorized Representative:	

NOTE: Do not overlap signature with surrounding border lines.

California Automated Permit Processing (CalAPP) Program
ATTACHMENT 2 – Terms and Conditions

Added language appears in **bold underlined** font and deleted language appears in strikethrough and within square brackets.

1. Background and Authority for this Grant

California Senate Bill 129 (2021) included an appropriation to the California Energy Commission (CEC) to support a grant program for cities, counties, or cities and counties to establish online solar permitting.

2. Documents Incorporated by Reference and Priority

Incorporated by reference into this agreement are the following documents:

A. Grant Funding Opportunity (GFO) 21-402.
B. Recipient's application to CalAPP.

As between and the incorporated documents and the remainder of this Agreement, the rest of this Agreement takes priority in case of a conflict.

3. Budget, Invoices, and Payments

a) The CEC is only obligated to reimburse the Recipient for paid costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) not more than this Agreement's budget; and (4) reasonable, actual, and allowable expenses under this Agreement.
b) Recipient acknowledges that the funds under this Agreement have a liquidation date of June 30, 2027, a legal timeframe after which the CEC has no authority to pay the funds. In addition, it takes the CEC administrative time to review, approve, work with the Recipient to correct any errors in, and request the State Controller's Office to pay invoices. Accordingly, Recipient acknowledges that if it does not submit accurate invoices by March 30, 2027, for all amounts due under the Agreement, it risks not receiving payment, and relinquishes all rights to such payments should the CEC not pay it by the liquidation date. Recipient acknowledges that time is of the essence in invoicing by March 30, 2027, for all amounts due under this Agreement.

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement after successful adoption of a qualifying solar permitting platform as verified by the CEC, but no more frequently than monthly. Recipient must use the CAM provided template invoice spreadsheet.

c) If invoicing for in-house staff time, the template invoice spreadsheet must identify the employee's name, hours worked, and billing rate to be included as a reimbursable expense.

d) Unallowable costs include:
- Software not related to the adoption of a qualifying online, automated permitting platform.

- Any costs incurred or activities conducted prior to entering into a grant agreement with the Energy Commission or incurred after the grant agreement has ended.
- Typically excluded items such as food and beverages.
- Advertising costs.
- Fines and penalties.
- Permit processing fees charged by operator of an online platform.
- All other costs not identified as allowable.
- Unreasonable amounts or rates.

4. Certification

By signing this Agreement, Recipient hereby certifies that all funds received pursuant to this Agreement shall be spent exclusively for its CalAPP project in compliance with this Agreement. The Recipient further certifies that it shall comply with all applicable laws in performing this Agreement.

5. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

6. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply and will ensure its subcontractors will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.). In addition to any other rights and remedies available to the CEC, failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC determines that any of the following

has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements of the Act.

[~~By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:~~

1) ~~Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).~~

2) ~~Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:~~

   ~~• The dangers of drug abuse in the workplace;~~
   ~~• The person's or organization's policy of maintaining a drug-free workplace;~~
   ~~• Any available counseling, rehabilitation, and employee assistance programs; and~~
   ~~• Penalties that may be imposed upon employees for drug abuse violations.~~

3) ~~Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:~~

   ~~• Will receive a copy of the company's drug-free policy statement; and~~
   ~~• Will agree to abide by the terms of the company's statement as a condition of employment on the project.~~]

~~In addition to any other rights and remedies available to the CEC, failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.~~

7. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the CEC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

8. Accounting and Audit

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the Agreement. The Recipient agrees that the CEC, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Recipient agrees to maintain such records for possible audit for a minimum of three (3) years after the Agreement ends in any way. The Recipient agrees to allow the auditor(s) access to such records during normal business hours and to allow

interviews of any employees who might reasonably have information related to such records. Further, the Recipient agrees to include a similar right of the CEC, the Bureau of State Audits, or their designated representative, to audit records and interview staff in any subcontract related to performance of this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 16. Access to Sites and Records.

9. Public Works

The Recipient is responsible for complying with all applicable laws, which can include public works requirements under the Labor Code. Recipient acknowledges acceptance of Agreement funds may trigger public works laws (Labor Code Section 1720 et seq.), a requirement of which is to pay prevailing wages, applying to its entire project. If the project is public works then it is subject to compliance monitoring and enforcement by the Department of Industrial Relations. By signing this Agreement, Recipient certifies that it shall comply with all applicable Public Works laws and requirements.

10. Intellectual Property

As between the Recipient and the CEC, the Recipient owns all intellectual property it or its subcontractors create under this Agreement. The CEC has a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce all intellectual property, such as the products identified in Section 2. above, for governmental purposes the Recipient or its subcontractors create under this agreement. The Recipient shall include a provision securing these rights for the CEC in all of its subcontractor agreements related to performance of this Agreement.

11. Amendment

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both the Recipient and CEC.

12. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

13. Independent Capacity

In the performance of this Agreement, Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the CEC or the State of California.

14. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

15. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

16. Access to Sites and Records

The Recipient shall provide during the Agreement and for at least 3 years after the Agreement ends in any way to the CEC or its representatives reasonable access to all project sites and to all records related to this Agreement. These rights and responsibilities are in addition to and not restrictive of those in Section 8. Accounting and Audit.

17. Termination Without Cause

The CEC may terminate this Agreement without cause upon giving written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

18. Third-Party Beneficiary

The Recipient shall in every subcontract under this Agreement include a provision indicating the CEC is a third-party beneficiary to the agreement.

19. Survival of Terms

The following terms survive this Agreement no matter how the agreement ends, such as by its own terms or via termination:

- 8. Accounting and Audit
- 9. Public Works
- 10. Intellectual Property
- 12. Governing Law
- 14. Severability
- 15. Waiver
- 16. Access to Sites and Records
- 18. Third-Party Beneficiary

Exhibit C
CONTACT LIST

California Energy Commission	Recipient
Commission Agreement Manager: Adam Van Winkle California Energy Commission 715 P Street, MS-45 Sacramento, CA 95814 Phone: (916) 891-9060 e-mail: adam.vanwinkle@energy.ca.gov	**Project Manager:** Tricia Munoz Management Analyst Development Services Department 35 Cajon Street, Suite 20 Redlands, CA 92373 Phone: (909) 335-4755 Ext. 9 e-mail: tmunoz@cityofredlands.org
Confidential Deliverables/Products California Energy Commission Contracts, Grants, and Loans Officer 715 P Street MS-18 Sacramento, CA 95814	**Administrator:** Charles M. Duggan, Jr. City Manager City of Redlands 300 E. State Street, Suite 690 Redlands, CA 92373 Phone: (909) 798-7510 e-mail: cduggan@cityofredlands.org
Invoices, Progress Reports and Non-Confidential Deliverables to: California Energy Commission Accounting Officer 715 P Street MS-2 Sacramento, CA 95814 Email PDF of Payment Request invoice packet to: invoices@energy.ca.gov	**Accounting Officer:** Jannette Mendoza Senior Accountant City of Redlands 35 Cajon Street, Suite 30 Redlands, CA 92373 Phone: (909) 307-1606 Ext. 1954 e-mail: jmendoza@cityofredlands.org
Legal Notices: Tatyana Yakshina Grants Manager 715 P Street MS-18 Sacramento, CA 95814 Phone: (916) 827-9294 e-mail: tatyana.yakshina@energy.ca.gov	**Recipient Legal Notices:** Jeanne Donaldson, City Clerk City of Redlands 35 Cajon Street, Suite 4 Redlands, CA 92373 Phone: (909) 798-7531 Main Line (909) 798-7532 Direct e-mail: jdonaldson@cityofredlands.org

RESOLUTION NO. 8501

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AUTHORIZING THE GRANT ACCEPTANCE AND EXECUTION OF THE GRANT FUNDS FROM THE CALIFORNIA ENERGY COMMISSION FOR THE CALIFORINIA AUTOMATED PERMIT PROCESSING (CALAPP) PROGRAM (SB 379)

WHEREAS, the State of California needs new renewable and storage resources including rooftop solar and storage projects to meet its clean energy goals; and

WHEREAS, the 2021 Senate Bill 100 Joint Agency Report, achieving 100% clean electricity in California requires an acceleration in the development of rooftop solar projects; and

WHEREAS, Senate Bill 129 appropriated $20 million in funding to the California Energy Commission to support a funding program to establish automated solar permitting and assist cities in their deployment of an automated web-based program through the California Automated Permit Processing (CalAPP) Program; and

WHEREAS, the CalAPP Funding is intended to further enhance permitting processes and accelerate plan review, permit processing, and turnaround times; and

WHEREAS, the City of Redlands desires to undertake the California Automated Permit Processing (CalAPP) Program and accept a grant in the amount of $60,000.00; and

WHEREAS, the City of Redlands will use the grant funds to implement a web-based solar permitting program; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED by the City of Redlands, as follows:

1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.

2. Approve a budget appropriation of $60,000.00 to the Intergovernmental Grants-State/County CA Energy Commission - Account No. 200164-

3. The City Manager of the City of Redlands, or designee is hereby authorized and directed to execute the funding agreement with the California State Library and any amendments thereto.

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 to obtain grant funding.

5. Effective Date. This Resolution shall become effective immediately.

ADOPTED, SIGNED AND APPROVED this 25th day of July 2023.

_____
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. 8501 was duly adopted by the City Council at a regular meeting thereof held on the 25th day of July 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 07/18/2023

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	S164049	$ 60,000.00
			$	$ 60,000.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200164	4401	S164049	$ 60,000.00
			$	$ 60,000.00

JUSTIFICATION: Add additional appropriation to administer the California Energy Commission grant for CalApp+ for the implementation of the online solar permitting platform.

Requested By: Brian Desatnik
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **F. 6.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an intergovernmental purchase of Palo Alto Networks Firewall Hardware and Software Support, for network security enhancements from Digital Scepter Corporation in the amount of $240,263 (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to approve an intergovernmental purchase of Palo Alto Networks Firewall Hardware and Software Support for network security enhancements from Digital Scepter Corporation in the amount of $240,263.

RECOMMENDATION:

Staff recommends that the City Council approve an intergovernmental purchase of Palo Alto Networks Firewall Hardware for network security enhancements from Digital Scepter Corporation in the amount of $240,263.

DISCUSSION:

In today's technology landscape, there are ever evolving cyber security threats to our local, state, and federal governments and the City is no exception. In order to detect these threats and enhance our capabilities to prevent incursions, the need to procure technology that is up to these challenges becomes imperative.

The proposed purchase to address the City's needs is four Palo Alto firewalls. Palo Alto firewalls are renowned for their advanced threat detection and prevention capabilities, and also provide high visibility into application-level traffic and allow for complex management processes; both of which are additional challenges that the City faces. Their granular visibility into application-level traffic

will allow us to identify and control specific applications maliciously traversing our network. Additionally, they provide a unified and intuitive management interface that can help to streamline our network security operations and enhance overall efficiency.

In addition to addressing our current security needs, the firewalls are designed to handle high volume network traffic and offer scalability options to accommodate future growth. This will ensure that our network infrastructure can scale seamlessly, providing consistent performance and security as the City's needs expand.

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

ALTERNATIVES:

City Council may choose to reject, modify or table the proposed purchase. However, the purchase is recommended in order to ensure the City's network security posture and mitigate the risks associated with modern cyber threats.

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Danielle Garica, 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
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Valerie Abrego, Management Analyst

Fiscal Impact

Fiscal Year:	2023-2024
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$240,263.78
Budgeted Y/N:	Y
Account No.:	604900
Discussion:	

Attachments

Digital Scepter Quote
Cooperative & Intergovernmental Form
Palo Alto NASPO Contract
Palo Alto NASPO CA Addendum

Quote

Quote Number: 6874

Payment Terms:
Expiration Date: 06/23/2023

Quote Prepared For

Eric Owens
City of Redlands
5 Cajon St. Suite 222
Redlands, California 92373
United States
Phone:909-557-4638

Quote Prepared By

Doug Robinson
Digital Scepter
29970 Technology Drive Suite# 122B
Murrieta, CA 92563
United States
Phone:951-236-9243
Fax:
doug@digitalscepter.com

Item#	Quantity	Item	Unit Price	Unit Discount	Adjusted Unit Price	Extended Price
One-Time Items						
1)	4	PAN-PA-1420 Palo Alto Networks PA-1420	$18,995.00	$5,698.50	$13,296.50	$53,186.00
2)	4	PAN-PA-1420-BND-CORESEC-3YR PA-1420, Core Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, DNS Security and SD-WAN), 3 years (36 months) term	$42,310.00	$12,693.00	$29,617.00	$118,468.00
3)	4	PAN-SVC-PREM-1420-3YR PA-1420, Premium support, 3 years (36 months) term.	$10,260.00	$1,026.00	$9,234.00	$36,936.00
4)	4	PAN-PA-1420-GP-3YR-HA2 PA-1420, GlobalProtect subscription, for one (1) device in an HA pair, 3 years (36 months) term.	$9,650.00	$2,895.00	$6,755.00	$27,020.00
					One-Time Total	**$235,610.00**
NASPO ValuePoint Master Agreement: AR3229					**Subtotal**	**$235,610.00**
					Total Taxes	**$4,653.78**
					Total	**$240,263.78**

CONFIDENTIAL and intended for the recipient listed on this quote. Customer responsible for any applicable sales tax or expedited freight. View terms of sale at https://digitalscepter.com/terms/ Professional Services require an advanced payment and a signed statement of work to schedule. Payment for hardware, subscriptions and support due NET 30 on approved credit. TO ORDER PLEASE EMAIL PO TO ORDERS@DIGITALSCEPTER.COM

Intergovernmental/ Piggyback Contract Use Request

(Attach to PR form)

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

Original Contracting Entity: National Association of State Procurement Officials (NASPO)
Contract#: NASPO ValuePoint California Participating Addendum No. CA-AR3229 7-20-70-47-06
Contract Term: October 1, 2019- September 30, 2024
Method of original contract award: ☑ Competitive ☐ Non-Competitive, based on: ☐ Preferred source ☐ Sole ☐ Single source ☐ Emergency ☐ Other:
Does the original contract contain language contemplating contract extension to additional users? ☑ Yes ☐ No

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

Description of Product/Service intend to acquire	Unit Price	Total
4- PAN-PA-1420- Palo Alto Networks PA-1420	$ 13,296.50	$ 53,186.00
4-PAN-PA-1420-BND-CORESEC-3YR-Core Security Subscription	$ 29,617.00	$ 118,468.00
4-PAN-SVC-PREM-1420-3YR-PA-1420 Premium Support, 3 Years	$ 9,234.00	$ 36,936.00
4-PAN-PA-1420-GP-3YR-HA2-GlobalProtect Subscription	$ 6,755.00	$ 27,020.00
Tax		$ 4,653.78
	Grand Total	$ 240,263.78

Vendor:	Digital Scepter
Contact:	Doug Robinson
Address 1:	29970 Technology Drive
Address 2:	Suite #122B
City/State/Zip:	Murrieta, CA 92563
Telephone:	951-236-9243
Fax:	
Web/E-Mail:	doug@digitalscepter.com

Delivery/Service Location	
Contact:	Eric Owens
Telephone:	909-335-4798
Department:	Management Services
Address 1:	35 Cajon St
Address 2:	Suite 30
Additional Comments	

Purchasing Agent Approval: _____ **Date:** _____

City Manager Approval: _____ **Date:** _____

Contract #: AR3229

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Palo Alto Networks, Inc.
Name

3000 Tannery Way
Street Address

Clara	CA	95054
City	*State*	*Zip*

Vendor # VC0000182124 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact *Name:* Regina Acheampong *Phone Number:* O:669-261-5126; C:240-338-0129 *Email:* racheampon@paloaltonetworks.com

2. CONTRACT PORTFOLIO NAME: Data Communications Products and Services.

3. GENERAL PURPOSE OF CONTRACT: Provide Data Communications Products and Services for the Award Categories provided in Attachment B – Scope of Work..

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18001

5. CONTRACT PERIOD: Effective Date: Tuesday, October 01, 2019. Termination Date: Monday, September 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: Two (2) one year renewal options.

6. Administrative Fee (if any): Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services

7. Prompt Payment Discount Details (if any): N/A.

8. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions
ATTACHMENT B: Scope Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Value Added Services
ATTACHMENT D: Service Offering EULAs, SLAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation # SK18001.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DocuSigned by:
D61110F402F3434...

Aug-12-2019

Contractor's signature — Date

Jeff True

SVP & General Counsel

Type or Print Name and Title

DIVISION OF PURCHASING

Chris Hughes (Aug 13, 2019)

Aug 13, 2019

Director, Division of Purchasing — Date

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Note: Sections negotiated 2, 16, 18, 19, 20, 22, 25, 26, 27, 28, 29, 34, 36, and 39.



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions;
(3) A Purchase Order issued against the Master Agreement, including a Service Level Agreement;
(4) The Solicitation; and
(5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the

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ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's' software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Embedded Software means one or more software applications which permanently reside on a computing device.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and

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receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Product means any equipment, software (including embedded software), Subscription-based offerings, documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession

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or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for five (5) years. This Master Agreement may be extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their

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Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale**. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

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a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment H.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

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8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, terminate the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Termination based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to terminate the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-part contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in,

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or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

9. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All pricing must be guaranteed for the first year of the Master Agreement.

Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

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Requests for price increases must include sufficient documentation supporting the request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturers national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published commercial price list.

No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

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c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for services being ordered; and
(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Maintenance agreements may have terms as prescribed in section 27. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be

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F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet published specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed during the Acceptance Period (as defined below) when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. Upon shipment of the relevant Product to Purchasing Entity,

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Purchasing Entity shall have thirty (30) days in which to inspect whether the Product materially conforms to Contractor's published specifications (the "Acceptance Period"). If the Product is non-conforming, it shall notify Contractor of the non-conformity within the Acceptance Period. Contractor shall replace the Product with a conforming Product. Purchasing Entity shall be deemed to have accepted the Product; (i) at the end of the Acceptance Period if Purchasing Entity has not notified Contractor of any non-conformity with the Product during that time or (ii) if Purchasing Entity has notified Contractor of any non-conformity, the date on which it notifies Contractor that it accepts the replaced Product (the "Acceptance Date").

c. Acceptance of services shall be defined in the applicable Purchase Order and any associated statement of work. Notwithstanding the foregoing, if any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. In such an event, Contractor shall provide Purchasing Entity with a corrective action plan designed to remedy the nonconforming services or deliverable. When defects cannot be corrected by re-performance of the services three (3) times pursuant to the corrective action plans proposed by Contractor, the Purchasing Entity may terminate the services with notice and shall have no liability to pay for such non-conforming services and/or deliverables, including fees and expenses for such services and Deliverables that have not been accepted in accordance with the terms herein. Notwithstanding the foregoing, Purchasing Entity shall be responsible to pay for all services and deliverables that were performed and accepted hereunder.

d. The warranty period shall begin upon Acceptance.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of <u>one</u> year (90 days for software) from the date of shipment that: (a) the Product substantially performs according to all specific claims that the Contractor made in its response to the solicitation and published specifications, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made

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known to the Contractor. Subject to mutual agreement if the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

19. Title of Product

Upon Acceptance by the Purchasing Entity as detailed in Section 16 above, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity pursuant to Contractor's transfer policy provided within Attachment D, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, revocable, license to use, , translate, for Purchasing Entity's own use in its normal and customary business operation, perform, display, of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

21. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

22. Purchasing Entity Data: Purchasing Entity retains full right and title to Data provided by it and any Data derived therefrom, including metadata.
Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master

Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

Notwithstanding the foregoing, Purchasing Entity Data will specifically exclude information collected, generated and/or analyzed by the Services such as threat intelligence data derived from processing log files, session data, telemetry, user data, usage data, and copies of potentially malicious files detected by Licensor through use of the Services. For the avoidance of doubt, Contractor may utilize Purchasing Entity Data to the extent that is necessary to continue to operate, adapt and improve its current security offerings. Such use shall not in any manner identify Purchasing Entity Data or Purchasing Entity to any third party and will be used strictly for product operation and improvement purposes.

23. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

24. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

25. Data Privacy: The Contractor must comply with all applicable laws related to data privacy and security. Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine what data the Contractor will hold, store, or process. The Contractor must document the Data Categorization in the SLA or Statement of Work.

26. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in certifying the destruction of or exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity at a cost mutually agreed to by the Parties. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

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27. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, and other service agreements, shall not be considered as "new."

General Provisions

28. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$3 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal that enter into Participating Addendums with Contractor as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any

Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, and examine, Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. Such audit shall occur no more than once yearly by the same Purchasing Entity and shall be conducted with a minimum disruption of Contractor's business. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of Administrative Fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

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30. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including

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disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 29. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

31. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

32. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

32. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

33. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no

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authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

34. Termination

Unless otherwise stated, this Master Agreement may be terminated by either Lead State or Contractor upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. For the avoidance of any doubt, to the extent allowable by applicable Purchasing Entity law there shall be no refund upon termination for convenience. Termination of the Master Agreement due to Contractor default may be immediate.

35. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

36. Defaults and Remedies

a. The occurrence of any of the following events by Contractor shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The

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Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3)Intentionally Omitted; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

37. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

38. Debarment

The Contractor certifies that neither it nor its principals are presently debarred,

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suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

39. Indemnification and Limitation of Liability

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) intentionally omitted;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) Intentionally omitted.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the

Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

c. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (A) IN NO EVENT SHALL CONTRACTOR OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS, SERVICES OR OTHER GOODS), ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT CONTRACTOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS; AND (B) IN NO EVENT SHALL CONTRACTOR'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS EULA, FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE GREATER OF THREE TIMES THE TOTAL PAYMENTS ACTUALLY MADE BY FOR THE PRODUCTS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY SUCH CLAIM OR CAUSE OF ACTION BY THE PURCHASING ENTITY SEEKING TO RECOVER DAMAGES, OR THREE MILLION DOLLARS ($3,000,000). THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING FROM DEATH OR BODILY INJURY. You agree that the foregoing limitations of liability constitute a material inducement for Palo Alto Networks to enter into this EULA and that the purchase price and fees charged to you would be substantially higher without such limitations.

40. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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41. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

42. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

43. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

44. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not

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otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

45. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

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eMarket Center Appendix

a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

b. Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data no more than once per 30 days to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update no more than once per 30 days to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or

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amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year (see required Price Guarantee Period section 11). The following conditions apply with respect to hosted catalogs:

(1) Updated pricing files are required each calendar month of the month and shall go into effect in the eMarket Center on as approved by the Lead State contract administrator.

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the JAGGAER Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

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g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

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Attachment B – Scope Awarded to Contractor

I. Data Communications Award Categories

The scope for this contract is as provided below. Contractor may offer products (i.e. white box, artificial intelligence, etc.) and services within the Categories it received an award in. Each category also allows for Internet of Things (IoT) products. These products must be an IoT product that can be deployed within, upon, or integrated into a government agency's physical asset to address government line of business needs. Proposals are expected to include IoT products designed to support common government lines of business in specific subcategories i.e. routers, switches, end points, etc. IoT products can only be provided in categories that the vendor is awarded in and can include endpoints that support items in that category.

Category 1.3: ROUTERS, SWITCHES, SECURITY, AND NETWORKING STORAGE

1.3.1 Routers.

A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

1.3.1.1 Branch Routers — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

1.3.1.2 Network Edge Routers — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

1.3.1.3 Core Routers - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).

1.3.1.4 Service Aggregation Routers — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.

1.3.1.5 Carrier Ethernet Routers — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS).

1.3.2 Security.

1.3.2.1 Data Center and Virtualization Security Products and Appliances — Products designed to protect high-value data and data center resources with threat defense and policy control.

1.3.2.2 Intrusion Detection/Protection and Firewall Appliances — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs

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deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:

- Non-disruptive in-line bump-in-the-wire configuration
- Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.
- Application awareness, full stack visibility and granular control
- Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.
- Upgrade path to include future information feeds and security threats
- SSL decryption to enable identifying undesirable encrypted applications (Optional)

1.3.2.3 Logging Appliances and Analysis Tools — Solutions utilized to collect, classify, analyze, and securely store log messages.

1.3.2.4 Secure Edge and Branch Integrated Security Products — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.

1.3.2.5 Secure Mobility Products — Delivers secure, scalable access to corporate applications across multiple mobile devices.

1.3.2.6 Encryption Appliances — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.

1.3.2.7 On-premise and Cloud-based services for Network Communications Integrity — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications. This could include cloud access security brokers (CASBs) and DNS security.

1.3.2.8 Secure Access — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:

- Management visibility for device access
- Self-service on-boarding
- Centralized policy enforcement
- Differentiated access and services
- Device Management

1.3.3 Storage Networking.

High-speed network of shared storage devices connecting different types of storage devices with data servers.

1.3.3.1 Director Class SAN (Storage Area Network) Switches and Modules — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.

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1.3.3.2 Fabric and Blade Server Switches — A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

1.3.3.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management — Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

1.3.3.4 SAN Optimization — Tools to help optimize and secure SAN performance (ie. Encryption of data-at-rest, data migration, capacity optimization, data reduction, etc.

1.3.4: Switches.

Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

1.3.4.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

1. Security
    a. SSHv2 (Secure Shell Version 2)
    b. 802.1X (Port Based Network Access Control)
    c. Port Security
    d. DHCP (Dynamic Host Configuration Protocol) Snooping
2. VLANs
3. Fast Ethernet/Gigabit Ethernet
4. PoE (Power over Ethernet)
5. link aggregation
6. 10 Gb support
7. Port mirroring
8. Span Taps
9. Support of IPv6 and IPv4
10. Standards-based rapid spanning tree
11. Netflow Support (Optional).

1.3.4.2 Campus LAN – Core Switches — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly. Core switches should provide:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security
    - SSHv2
    - MacSec encryption
    - Role-Based Access Control Lists (ACL)

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- Support of IPv6 and IPv4
- 1/10/40/100 Gbps support
- IGP (Interior Gateway Protocol) routing
- EGP (Exterior Gateway Protocol) routing
- VPLS (Virtual Private LAN Service) Support
- VRRP (Virtual Router Redundancy Protocol) Support
- Netflow Support.

1.3.4.3 Campus Distribution Switches — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed, or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security (SSHv2 and/or 802.1X)
- Support of IPv6 and IPv4
- Jumbo Frames Support
- Dynamic Trunking Protocol (DTP)
- Per-VLAN Rapid Spanning Tree (PVRST+)
- Switch-port auto recovery
- NetFlow Support or equivalent

1.3.4.4 Data Center Switches — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs) a minimum of 10 Gigabit speeds. High availability and modularity differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking
- Load Balancing across Trunk group able to use packet based load balancing scheme
- Bridging of Fibre Channel SANs and Ethernet fabrics
- Jumbo Frame Support
- Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member
- Ability to remotely disable and enable individual ports
- Support NetFlow or equivalent

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1.3.4.5 Software Defined Networks (SDN) — An application in SDN that manages flow control to enable intelligent networking.

1.3.4.6 Software Defined Networks (SDN) - Virtualized Switches and Routers — Technology utilized to support software manipulation of hardware for specific use cases.

1.3.4.7 Software Defined Networks (SDN) — Controllers - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

1.3.4.8 Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

- Designed for Metro Ethernet networks
- Designed for video and other high bandwidth applications
- Supports a variety of interface types, especially those commonly used by Service Providers

Capabilities should include:

- Redundant Processors
- Redundant Power
- IPv4 and IPv6 unicast and multicast
- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- MPLS (Multiprotocol Label Switching)
- BGP (Border Gateway Protocol)
- Software router virtualization and/or multiple routing tables
- Policy based routing
- Layer 2 functionality
    - Per VLAN Spanning Tree
    - Rapid Spanning Tree
    - VLAN IDs up to 4096
    - Layer 2 Class of Service (IEEE 802.1p)
    - Link Aggregation Control Protocol (LACP)
    - QinQ (IEEE 802.1ad)

1.3.4.9 Carrier Ethernet Access Switches — A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

- Hot-swappable and field-replaceable integrated power supply and fan tray
- AC or DC power supply with minimum DC input ranging from 18V to 32 VDC and 36V to 72 VDC
- Ethernet and console port for manageability

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- SD flash card slot for additional external storage
- Stratum 3 network clock
- Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate
- Support for dying gasp on loss of power
- Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)
- Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications
- Support for Synchronous Ethernet (SyncE) services
- Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies
- Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

II. Value Added Services

For each Award Category above, the following valued services should also be available for procurement at the time of product purchase or anytime afterwards. This provided list of value added services is not intended to be exhaustive, and may be updated pursuant to the terms of the resulting Master Agreement

2.1 Maintenance Services — Capability to provide technical support, software maintenance, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

2.2 Professional Services

a. Deployment Services
   i. Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.
   ii. Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.
   iii. Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.
b. Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.
c. Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.
d. Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.
e. Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.
f. Testing Services – Includes, but not limited to, testing the availability, reliability, security and performance of Customer's existing solutions

2.3 Partner Services — Provided by Contractor's Authorized Partners/Resellers.

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a. Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the primary Contractor (OEM), Contractor is ultimately responsible for the service and performance of its Partners/ Resellers. Customers may have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

2.4 **Training** — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

III. Product Line Additions

During the contract term Contractor may submit a request to update product catalog that falls within the scope listed in herein this Attachment B as new technology is introduced, updated or removed from the market. Lead State will evaluate requests and update the contract offering as appropriate. New product additions must utilize the same pricing structure as was used for services falling into the same service category.

A. Minimum Discount %

The Minimum Discount % off List shall be firm fixed for the duration of the contract. However, the list prices may fluctuate through the life of the contract, as provided within Attachment A. Contractor may offer increased discounts upon achievement of contract volume milestones. Minimum guaranteed contract discounts do not preclude Contractor and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion. Purchasing entities shall benefit from any promotional pricing offered by the Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

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Attachment C - Pricing Discounts and Value Added Services

Contractor ***Palo Alto Networks***

Section 1: Pricing Notes

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.

2. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.

3. Purchasing entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

4. Contractor's price catalog shall include the price structures of all products, services and value added items (i.e., Maintenance Services, Professional Services, Etc.) that it intends to provide under its contract. Pricing shall all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

Section 2: Minimum Discount % off List

Category 1.3 Routers, Switches, Secuirty, and Networking Storage*	
Hardware and Software (on premise)	20.00%
Cloud Services	15.00%
Service Packages (i.e., Maintenance, etc.)	10.00%

Section 3: Value Added Services

Provide the title, job description for each title, and associated hourly rate. Add additional rows as necessary.

		Hourly Rates					
		Weekday		Weekend		State Holiday	
Title	**Job Description**	**Onsite**	**Remote**	**Onsite**	**Remote**	**Onsite**	**Remote**
Maintenance Services	N/A						
Professional Services	T&M Engineer (e.g. development of deployment/migration plans including test plan / back out plan as required)	$375	$375	$560	$560	$560	$560
Deployment Services	Varies depending on project needs						
Consulting Advisory Services	N/A						
Architectural Design Services	T&M Architect (e.g. high level design based on business and technical objectives)	$437.50	$437.50	NA	NA	NA	NA
Statement of Work Services	Custom per requirement						
Partner Services	N/A						
Training Deployment Services	N/A						
[add any additional Value Added Services]							

END USER AGREEMENT ("EULA")

THIS IS A LEGAL AGREEMENT BETWEEN YOU (REFERRED TO HEREIN AS "**CUSTOMER**", "**END USER**", "**YOU**" or "**YOUR**") AND (A) PALO ALTO NETWORKS, INC., 3000 TANNERY WAY, SANTA CLARA, CALIFORNIA 95054 UNITED STATES, IF YOU ARE LOCATED IN NORTH OR LATIN AMERICA; OR (B) PALO ALTO NETWORKS (NETHERLANDS) B.V., OVAL TOWER, DE ENTRÉE 99-197, 5TH FLOOR, 1101 HE AMSTERDAM, IF YOU ARE LOCATED OUTSIDE NORTH OR LATIN AMERICA ("**PALO ALTO NETWORKS**").

BY DOWNLOADING, INSTALLING, REGISTERING, ACCESSING, EVALUATING OR OTHERWISE USING PALO ALTO NETWORKS PRODUCTS, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE BOUND TO THIS EULA. IF YOU DO NOT ACCEPT ALL ITS TERMS, IMMEDIATELY CEASE USING OR ACCESSING THE PRODUCT. THIS EULA GOVERNS YOUR USE OF PALO ALTO NETWORKS PRODUCTS HOWEVER THEY WERE ACQUIRED INCLUDING WITHOUT LIMITATION VIA AN AUTHORIZED DISTRIBUTOR, RESELLER, ONLINE APP STORE, OR MARKETPLACE. MAINTENANCE AND SUPPORT SERVICES ARE GOVERNED BY THE END USER SUPPORT AGREEMENT ("**EUSA**") FOUND AT www.paloaltonetworks.com/legal/eusa WHICH IS HEREBY INCORPORATED BY REFERENCE INTO THIS EULA.

1. DEFINITIONS

"**Affiliate**" means any entity that Controls, is Controlled by, or is under common Control with End User or Palo Alto Networks, as applicable, where "Control" means having the power, directly or indirectly, to direct or cause the direction of the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise.

"**End User Data**" means data that may be accessed or collected by Products during the relationship governed by this EULA, in the form of logs, session data, telemetry, user data, usage data, threat intelligence data, and copies of potentially malicious files detected by the Product. End User Data may include confidential data and personal data, such as source and destination IP addresses, active directory information, file applications, URLs, file names, and file content.

"**Hardware**" means hardware-based products listed on Palo Alto Networks' then-current price list or supplied by Palo Alto Networks regardless of whether a fee is charged for such hardware.

"**Product**" means, collectively, Hardware, Software, Subscription, or any combination thereof.

"**Security Incident**" means any unauthorized access to any End User Data stored on Palo Alto Networks' equipment or in Palo Alto Networks' facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of End User Data that compromises the privacy, security or confidentiality of such End User Data.

"**Software**" means any software embedded in Hardware and any standalone software that is provided without Hardware, including updates, regardless of whether a fee is charged for the use of such software.

"**Subscription**" means cloud-hosted, SaaS offerings provided by Palo Alto Networks including, but not limited to, Aperture, AutoFocus, Evident, GlobalProtect Cloud, Logging, Magnifier, RedLock, Threat Prevention, URL Filtering, WildFire, regardless of whether a fee is charged for its use. Maintenance and support, and professional services are not considered Subscriptions under this EULA.

2. USE AND RESTRICTIONS

a. Software Use Grant

This section 2.a applies to Software only. Palo Alto Networks grants you a limited, non-exclusive right to use the Software:

i. in accordance with published specifications for the Product;

ii. solely for your internal use, unless agreed otherwise in a separate written contract with Palo Alto Networks; and

iii. through your third-party contractor providing IT services solely for your benefit, subject to their compliance with this EULA. All other rights in the Software are expressly reserved by Palo Alto Networks.

b. Access to Subscriptions

This section 2.b applies to Subscriptions only. During the period for which you purchased Subscriptions, Palo Alto Networks will use commercially reasonable efforts to make them available 24 hours a day, 7 days a week except for published downtime or any unavailability caused by circumstances beyond our control including, but not limited to, a force majeure event described in section 13.g below. Palo Alto Networks grants you a non-exclusive right to access the Subscriptions:

i. in accordance with published specifications for the Subscriptions;

ii. solely for your internal use, unless agreed otherwise in a separate written contract with Palo Alto Networks; and

iii. through your third-party contractor providing IT services solely for your benefit, subject to their compliance with this EULA.

All other rights to the Subscriptions are expressly reserved by Palo Alto Networks.

c. Use Restrictions

You shall not:

i. modify, translate or create derivative works from the Products, in whole or in part;

ii. disassemble, decompile, reverse engineer or otherwise attempt to derive the source code of the Products, in whole or in part, unless expressly permitted by applicable law in the jurisdiction of use despite this prohibition;

iii. disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that you (or a third-party contracted by you) run on the Products, in whole or in part;

iv. interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the Subscriptions, their related systems or networks, or any third-party data contained therein;

v. use the Subscriptions in any manner not authorized by the published specifications for the applicable Subscriptions;

vi. duplicate the Software, except for making a reasonable number of archival or backup copies, provided that you reproduce in your copy the copyright, trademark and other proprietary notices or markings that appear on the original copy of the Software (if any) as delivered to you;

vii. sell, resell, distribute, transfer, publish, disclose, rent, lend, lease or sublicense the Products, except in accordance with Palo Alto Networks license transfer procedure (https://www.paloaltonetworks.com/support/support-policies/secondary-market-policy.html); or

viii. make the functionality of the Products available to any third party through any means, including without limitation, by uploading the Software to a network or file-sharing service or through any hosting, application services provider, service bureau or other type of services unless agreed otherwise in a separate managed services agreement with Palo Alto Networks.

d. Affiliates

If you purchase Product for use by your Affiliate, you shall:

i. provide the Affiliate with a copy of this EULA;

ii. ensure that the affiliate complies with the terms and conditions therein; and

iii. be responsible for any breach of this EULA by such affiliate.

e. Authentication Credentials and Security Incidents

You shall keep accounts and authentication credentials providing access to Products secure and confidential. You must notify Palo Alto Networks without undue delay about any actual or suspected misuse of your accounts or authentication credentials or of any Security Incident you become aware of.

3. OWNERSHIP

Palo Alto Networks and its suppliers retain all rights to intellectual and intangible property relating to the Product, including but not limited to copyrights, patents, trade secret rights, and trademarks and any other intellectual property rights therein unless otherwise indicated. You shall not delete or alter the copyright, trademark, or other proprietary rights notices or markings that appear on the Product. To the extent you provide any suggestions or comments related to the Products, Palo Alto Networks shall have the right to retain and use any such suggestions or comments in current or future products or subscriptions, without your approval or compensation to you.

4. PAYMENT AND TAXES

a. Fees

Applicable fees will be set forth on the website at the time of purchase or in the applicable invoice. Note, however, that fees which are payable in advance for volume or capacity usage (e.g., terabytes of data, # of accounts, endpoints, devices, seats, users, workloads, etc.) must be reconciled with actual usage at the end of each month or applicable service period. Palo Alto Networks reserves the right to perform true-up reconciliation and charge for any usage above the volume or capacity purchased. Unless you have chosen monthly billing, fees will be due net thirty (30) days from invoice date. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest at the highest rate permissible by applicable law. Palo Alto Networks reserves the right to assign its right to receive payments hereunder to a third party with notice but without your consent. For purposes of such assignment, such third party shall be considered a third-party beneficiary of the payment obligation under this EULA. All fees are non-refundable unless otherwise specified.

b. Taxes

Prices quoted are exclusive of all sales, use, value-added, good and services, withholding and other taxes or duties. You will pay or self-assess all taxes and duties assessed in connection with this EULA and its performance, except for taxes payable on Palo Alto Networks' net income. To the extent that any amounts payable by you are subject to withholding taxes, the amount payable shall be grossed up such that the amount paid to Palo Alto Networks net of withholding taxes equals the amount invoiced by Palo Alto Networks. If you pay any withholding taxes based on payments made by you to Palo Alto Networks hereunder, you will furnish Palo Alto Networks with written documentation of all such tax payments, including receipts and other customary documentation, to demonstrate to the relevant tax authorities that you have paid such taxes. If applicable, you shall also provide Palo Alto Networks with appropriate VAT/GST registration numbers and other documentation satisfactory to the applicable taxing authorities to substantiate any claim of exemption from any tax or duties. You agree to indemnify Palo Alto Networks from liabilities, damage, costs, fees and expenses, arising out of or resulting from any third-party claims based on or otherwise attributable to your breach of this section 4.b.

The entirety of this section 4 does not apply to you if you purchased Product from an authorized reseller.

5. THIRD-PARTY PRODUCTS AND SERVICES

Through its Security Operating Platform, Palo Alto Networks may make available to you third-party products or services ("**third-party apps**") which may contain features designed to interoperate with our Products. To use such features, you must obtain access to such third-party apps from their respective providers. All third-party apps are optional and if you choose to utilize such third-party apps:

i. all governing terms and conditions, including data processing terms, shall be entered into between you and the applicable app provider;

ii. you may be required to grant Palo Alto Networks access to your account on such third-party apps; and

iii. you instruct Palo Alto Networks to allow the app provider to access your data as required for the interoperation with our Products.

In the event the operation of the third-party app requires the processing of personal data to which the General Data Protection Regulation ("**GDPR**") applies in a country that does not provide adequate data protection safeguards, then you and the app provider will put in place an adequate data transfer mechanism as set out in Arts. 46 or 47 of the GDPR, including executing appropriate Standard Contractual Clauses, as needed. Palo Alto Networks shall not be responsible for any disclosure, modification, or deletion of your data resulting from access by such app providers. App providers do not operate as sub-processors to Palo Alto Networks, as that term is defined in the GDPR. Palo Alto Networks is not liable for and does not warrant or support any such third-party apps, whether or not they are designated as "Palo Alto Networks-certified" or otherwise. Similarly, Palo Alto Networks cannot guarantee the continued availability of such third-party apps, and may cease providing them without entitling you to any refund, credit, or other compensation, if for example the provider of the third-party app ceases to make its product or service available in a manner acceptable to Palo Alto Networks.

6. TERM; TERMINATION; AND EFFECT OF TERMINATION

This EULA is effective until terminated. You may terminate this EULA at any time by notifying Palo Alto Networks. Palo Alto Networks may terminate this EULA at any time in the event you breach any material term of this EULA and fail to cure such breach within thirty (30) days following notice. Upon termination, you shall immediately cease using the Product.

7. WARRANTY, EXCLUSIONS AND DISCLAIMERS

a. Warranty

Palo Alto Networks warrants that:

i. the Hardware shall be free from defects in material and workmanship for one (1) year from the date of shipment;

ii. the Software will substantially conform to Palo Alto Networks' published specifications for three (3) months from the date of shipment; and

iii. the Subscriptions shall perform materially to published specifications for the Product. As your sole and exclusive remedy, and Palo Alto Networks' and its suppliers' sole and exclusive liability for breach of warranty, Palo Alto Networks shall, at its option and expense, repair or replace the Hardware or correct the Software or the Subscriptions, as applicable.

All warranty claims must be made on or before the expiration of the warranty period specified herein, if any. Replacement Products may consist of new or remanufactured parts that are equivalent to new. All Products that are returned to Palo Alto Networks and replaced become the property of Palo Alto Networks. Palo Alto Networks shall not be responsible for your or

any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to Palo Alto Networks for repair or upon termination, whether under warranty or not. You will pay the shipping costs for return of Products to Palo Alto Networks. Palo Alto Networks will pay the shipping costs for repaired or replaced Products back to you.

b. Exclusions

The warranty set forth above shall not apply if the failure of the Product results from or is otherwise attributable to:

i. repair, maintenance or modification of the Product by persons other than Palo Alto Networks or a Palo Alto Networks-authorized party;

ii. accident, negligence, abuse or misuse of a Product;

iii. use of the Product other than in accordance with Palo Alto Networks' published specifications;

iv. improper installation or site preparation or your failure to comply with environmental and storage requirements set forth in the published specifications including, without limitation, temperature or humidity ranges; or

v. causes external to the Product such as, but not limited to, failure of electrical systems, fire or water damage.

c. Disclaimers

EXCEPT FOR THE WARRANTIES EXPRESSLY STATED AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE PROVIDED "AS IS". PALO ALTO NETWORKS AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PALO ALTO NETWORKS DOES NOT WARRANT THAT (A) THE PRODUCTS WILL MEET YOUR REQUIREMENTS, (B) USE THEREOF SHALL BE UNINTERRUPTED OR ERROR-FREE, OR (C) THE PRODUCTS WILL PROTECT AGAINST ALL POSSIBLE THREATS WHETHER KNOWN OR UNKNOWN.

8. LIMITATION OF LIABILITY

a. Disclaimer of Indirect Damages

To the fullest extent permitted by applicable law, in no event shall either party or Palo Alto Networks' suppliers be liable for any special, indirect, incidental, punitive, exemplary or consequential damages of any kind (including but not limited to loss of use, data, business or profits, or for the cost of procuring substitute products, services or other goods), arising out of or relating to this EULA, regardless of the theory of liability and whether or not the other party was advised of the possibility of such damage or loss.

b. Direct Damages

To the fullest extent permitted by applicable law, in no event shall the total liability of either party or Palo Alto Networks' suppliers, from all claims or causes of action and under all theories of liability arising out of or relating to this EULA, exceed the greater of one million United States dollars or the total amount paid by End User for the entire term of the subscription or enterprise agreement on which the claim is based. The foregoing limitation in this section 8.b shall not apply to liability arising from:

i. death or bodily injury;

ii. sections 2 (Use and Restrictions) and 9 (Indemnification); and

iii. End User's payment obligations for the Product.

9. INDEMNIFICATION

a. Indemnification and Procedure

Palo Alto Networks will defend, at its expense, any third-party action or suit against you alleging that the Product infringes or misappropriates such third party's patent, copyright, trademark, or trade secret (a "**Claim**"), and Palo Alto Networks will pay damages awarded in final judgment against you or agreed to in settlement by Palo Alto Networks that are attributable to any such Claim; provided that you (a) promptly notify Palo Alto Networks in writing of the Claim; (b) give Palo Alto Networks sole control of the defense and settlement of the Claim; and (c) reasonably cooperate with Palo Alto Networks' requests for assistance with the defense and settlement of the Claim. Palo Alto Networks will not be bound by any settlement or compromise that you enter into without Palo Alto Networks' prior written consent.

b. Remedy

If the Product becomes, or in Palo Alto Networks' opinion is likely to become, the subject of a Claim, then Palo Alto Networks may, at its sole option and expense:

i. procure the right for you to continue using the Product;
ii. replace or modify the Product to avoid the Claim; or
iii. if options (i) and (ii) cannot be accomplished despite Palo Alto Networks' reasonable efforts, then Palo Alto Networks may accept return of the Product and grant you credit for the price of the Product as depreciated on a straight-line five (5) year basis, commencing on the date you received such Product or, for Subscriptions, grant you credit for the portion of the Subscription paid but not used.

c. Exceptions

Palo Alto Networks' obligations under this section shall not apply to the extent any Claim results from or is based on:

i. modifications to the Product made by a party other than Palo Alto Networks or its designee;
ii. the combination, operation, or use of the Product with hardware or software not supplied by Palo Alto Networks, if a Claim would not have occurred but for such combination, operation or use;
iii. failure to use the most recent version or release of the Product;
iv. Palo Alto Networks' compliance with your explicit or written designs, specifications or instructions; or
v. use of the Product not in accordance with published specifications.

THE FOREGOING TERMS STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY THIRD-PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

10. CONFIDENTIALITY

"**Confidential Information**" means the non-public information that is exchanged between the parties, provided that such information is identified as confidential at the time of disclosure by the disclosing party ("**Discloser**"), or disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information ("**Recipient**").

Notwithstanding the foregoing, Confidential Information is exclusive of information or data that Recipient can prove by credible evidence:

a. Was in the public domain at the time it was communicated to Recipient;
b. Entered the public domain subsequent to the time it was communicated to Recipient through no fault of Recipient;
c. Was in Recipient's possession not in violation of any obligation of confidentiality at the time it was communicated to Recipient;
d. Was disclosed to Recipient not in any violation of any obligation of confidentiality; or
e. Was developed by employees or agents of Recipient without use of or reference to the Confidential Information of Discloser.

Each party will not use the other party's Confidential Information, except as necessary for the performance of this EULA, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of this EULA, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all of the other party's Confidential Information in its possession or control, but in no event shall each party use less effort that it ordinarily uses with respect to its own confidential information of similar nature and importance.

The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this EULA:

a. Pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement;
b. On a confidential basis to its legal or professional financial advisors; or
c. As required under applicable securities regulations.

The foregoing obligations of each Party shall continue for the period terminating three (3) years from the date on which the Confidential Information is last disclosed, or the date of termination of this EULA, whichever is later.

11. END USER DATA AND DATA PROTECTION

a. Sharing Data

Palo Alto Networks provides End User the ability to configure the Products to share End User Data (including type thereof) with Palo Alto Networks for threat analysis and prevention as described in the applicable Product documentation, which contains details regarding the processing of End User Data and End User's options for sharing such data.

b. Data Processing

End User acknowledges, agrees and grants to Palo Alto Networks the right, to the extent permitted by applicable law, to process and retain data, including End User Data, shared by End User related to a security event, for the legitimate interest of operating, providing, maintaining, developing, and improving security technologies and services, including for purposes compatible with providing such services. To the extent Palo Alto Networks processes personal data on behalf of End User as a processor in the meaning given in EU data protection law, it will do so in accordance with section 12.

c. Subcontractors

Palo Alto Networks will take appropriate measures to safeguard the confidentiality of End User Data. Except where required by law, Palo Alto Networks will not share End User Data with third parties other than with selected subcontractors. Palo Alto Networks will impose appropriate contractual obligations upon such subcontractors that are no less protective than this section 11 and Palo Alto Networks will remain responsible for the subcontractor's compliance with this EULA and for any acts or omissions of the subcontractor that cause Palo Alto Networks to breach any of its obligations under this EULA.

d. Regional Data Centers

For some Products, End Users may configure the Products to have End User Data remain in facilities located within the European Economic Area or another available region. If so, Palo Alto Networks will not transfer data out of the selected region, unless compelled by law or a binding order of a governmental body.

e. Compliance with Laws

Palo Alto Networks will process End User Data in accordance with applicable data protection laws, including, where applicable, the EU General Data Protection Regulation. End User represents and warrants that its use of the Products, its authorization for Palo Alto Networks' access to data, and any related submission of data to Palo Alto Networks, including any End User Data contained therein, complies with all applicable laws, including those related to data privacy, data security, electronic communication and the export of technical, personal or sensitive data.

f. PCI Compliance

Palo Alto Networks is not a payment processor and as such is not subject to compliance with PCI standards. However, Palo Alto Networks acknowledges that credit card information may be provided by End User during the performance or use of Products and therefore Palo Alto Networks shall use information data security controls that are compliant with PCI standards.

g. Audit

Palo Alto Networks will select an independent, qualified third-party auditor to conduct, at Palo Alto Networks' expense, at least annual audits of the security of its data centers, its systems, and its computing environments used to process End User Data, in accordance with the SOC2 Type II standards or its equivalent. At End User's request and under non-disclosure agreement Palo Alto Networks will provide such audit report to End User so that it may verify Palo Alto Networks' compliance with the adopted security framework.

12. PROCESSING AS DATA PROCESSOR

a. Data Processor

To the extent Palo Alto Networks processes personal data on behalf of End User as a processor as defined by EU data protection law, it shall do so only on instructions from End User pursuant to this EULA and as permitted by applicable law.

b. Confidentiality of Personal Data

Palo Alto Networks will ensure that personnel it authorizes to process personal data have committed themselves to confidentiality or are under appropriate statutory obligation of confidentiality.

c. Sub-Processors

End User authorizes Palo Alto Networks to engage sub-processors, as described in the applicable Product documentation for the relevant Product, to process personal data. In the event Palo Alto Networks engages any new sub-processor it will:

i. update the applicable documentation;

ii. notify End Users that have opted in to receive compliance notifications of such change to give End User the opportunity to object to such sub-processing;

iii. impose appropriate contractual obligations upon the sub-processor that are no less protective than this section 12; and

iv. remain responsible for the sub-processor's compliance with this EULA and for any acts or omissions of the sub-processor that cause Palo Alto Networks to breach any of its obligations under this EULA.

If End User objects to a new sub-processor, it must do so in writing within fifteen (15) days of such update and Palo Alto Networks will then endeavor to offer alternate options for the delivery of Products that do not involve the new sub-processor without prejudice to any of End User's termination rights.

d. Security

Palo Alto Networks has implemented practices and policies to maintain appropriate organizational, physical and technical measures to safeguard the confidentiality and security of personal data to comply with applicable laws.

e. Security Incident Notification

In the event of a Security Incident affecting End User personal data, Palo Alto Networks will without undue delay:

i. inform End User of the Security Incident pursuant to section 13.j below;

ii. investigate and provide End User with detailed information about the Security Incident; and

iii. take reasonable steps to mitigate the effects and minimize any damage resulting from the Security Incident as required by applicable law.

f. Assistance to Data Subjects

Palo Alto Networks shall provide reasonable assistance to End User to comply with its obligations with regard to data subject rights under applicable data protection law and any other legal requirements, as appropriate, taking into account the nature of the data processing and the information available to Palo Alto Networks.

g. Data Retention

Palo Alto Networks shall process and retain personal data no longer than necessary for the purposes which it is processed. Upon termination of this EULA, Palo Alto Networks shall, upon End User's request, delete End User Data that is no longer necessary to carry out any of the purposes under section 11.b.

h. International Transfer of Data

End User personal data may be sent to facilities hosted outside of the country where End User purchased or utilizes the Products. Palo Alto Networks will comply with the European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland, including the execution of EU Standard Contractual Clauses for data transfer, where applicable.

13. GENERAL

a. Assignment

Neither party may assign or transfer this EULA or any obligation hereunder without the prior written consent of the other party, except that, upon written notice, Palo Alto Networks may assign or transfer this EULA or any obligation hereunder to its subsidiary or Affiliate, or an entity acquiring all or substantially all of the assets of Palo Alto Networks, whether by acquisition of assets or shares, or by merger or consolidation without your consent. Any attempt to assign or transfer this EULA shall be null and of no effect. For purposes of this EULA, a change of control will be deemed to be an assignment. Subject to the foregoing, this EULA shall be binding upon and inure to the benefit of the successors and assigns of the parties.

b. Auditing End User Compliance

You grant to Palo Alto Networks and its independent advisors the right to examine your books, records, and accounts during normal business hours to verify compliance with this EULA. In the event such audit discloses non-compliance with this EULA, you shall promptly pay the appropriate license fees, plus reasonable audit costs.

c. Authorization Codes, Grace Periods and Registration

Your Product may require an authorization code to activate or access Subscriptions and support. The authorization codes will be issued at the time of order fulfillment. Where applicable, you will be able to download Software via the server network located closest to you. The subscription or support term will commence in accordance with the grace period policy at https://www.paloaltonetworks.com/support/support-policies/grace-period.html. You are hereby notified that, upon applicable grace period expiration, if any, Palo Alto Networks reserves the right to register and/or activate your Product and support services (if purchased) on your behalf without further notification to you.

d. Compliance with Laws; Export Control

You shall comply with all applicable laws in connection with your use of the Product. You further agree that you will not engage in any illegal activity in any relevant jurisdiction, and you acknowledge that Palo Alto Networks reserves the right to notify its customers or appropriate law enforcement in the event of such illegal activity. Both parties shall comply with the U.S. Export Administration Regulations, and any other export laws, restrictions, and regulations to ensure that the Product and any technical data related thereto is not exported or re-exported directly or indirectly in violation of or used for any purposes prohibited by such laws and regulations.

e. Cumulative Remedies

Except as expressly set forth in this EULA, the exercise by either party of any of its remedies will be without prejudice to any other remedies under this EULA or otherwise.

f. Entire Agreement

This EULA constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings and communications between them with respect to the subject matter hereof. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this EULA are hereby rejected by Palo Alto Networks and shall be deemed null and of no effect.

g. Force Majeure

Palo Alto Networks shall not be responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond its reasonable control.

h. Governing Law

If you are located in North or Latin America, this EULA shall be governed by and construed in accordance with the laws of the state of California, excluding its conflict of laws principles. Any legal action or proceeding arising under this EULA will be brought exclusively in the state or federal courts located in Santa Clara, California, or the Northern District of California, as applicable. If you are located outside North or Latin America, this EULA shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of laws principles. Any legal action or proceeding arising under this EULA will be brought exclusively before the District Court of Amsterdam, the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

i. Headings

The headings, including section titles, are given solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this document or any of its provisions.

j. Notices

All notices shall be in writing and delivered by overnight delivery service or by certified mail sent to the address published on the respective parties' websites or the address specified on the relevant order document (attention: Legal Department), and in each instance will be deemed given upon receipt.

k. Open Source Software

The Products may contain or be provided with components subject to the terms and conditions of open source software licenses ("**Open Source Software**"). A list of Open Source Software can be found at https://www.paloaltonetworks.com/documentation/oss-listings/oss-listings.html. These Open Source Software license terms are consistent with the license granted in section 2 (Use and Restrictions) and may contain additional rights benefitting you. Palo Alto Networks represents and warrants that the Product, when used in conformance with this EULA, does not include Open Source Software that restricts your ability to use the Product nor requires you to disclose, license, or make available at no charge any material proprietary source code that embodies any of your intellectual property rights.

l. Reciprocal Waiver of Claims Related to United States SAFETY Act

Where a Qualified Anti-terrorism Technology (the "**QATT**") has been deployed in defense against, response to or recovery from an "act of terrorism" as that term is defined under the SAFETY Act, Palo Alto Networks and End User agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism.

m. Survival

Sections regarding license restrictions, ownership, term and termination, U.S. Government End Users, limitations of liability, governing law, and this General section shall survive termination of this EULA.

n. U.S. Government End Users

This section applies to United States Government End Users only and does not apply to any other End Users. The Software and its documentation are "commercial computer software" and "commercial computer software documentation," respectively; as such terms are used in FAR 12.212 and DFARS 227.7202. If the Software and its documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Software and its documentation shall be as specified in this EULA.

If any term or condition set forth in this EULA:

i. allows for the automatic termination of the Government's license rights or maintenance of services;

ii. allows for the automatic renewal of services and/or fees;

iii. allows for the Government to pay audit costs; and/or

iv. requires the governing law to be anything other than Federal law, then such term and condition shall not apply to the United States Government, but shall continue to apply to prime contractors and subcontractors of the Government.

Furthermore, nothing contained in this EULA is meant to diminish the rights of the United States Department of Justice as identified in 28 U.S.C. Section 516. Finally, to the extent any term and condition set forth in this EULA is contrary to United States Federal procurement law, then such term and condition shall not apply to the United States Government, but shall continue to apply to prime contractors and subcontractors of the government.

o. Waiver and Severability

The failure by either party to enforce any provision of this EULA will not constitute a waiver of future enforcement of that or any other provision. Any waiver or amendment of any provision of this EULA will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this EULA is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

Certificate Of Completion

Envelope Id: 32C18CEC333340069F3B904249FB577C
Subject: Please DocuSign: AR3229 Palo Alto Master Agreement.pdf
Source Envelope:
Document Pages: 46
Certificate Pages: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Matt Whipkey
3000 Tannery Way
Santa Clara, CA 95054
mwhipkey@paloaltonetworks.com
IP Address: 209.133.27.70

Record Tracking

Status: Original
8/12/2019 2:19:22 PM

Holder: Matt Whipkey
mwhipkey@paloaltonetworks.com

Location: DocuSign

Signer Events	Signature	Timestamp
Jeff True jtrue@paloaltonetworks.com SVP & General Counsel Palo Alto Networks, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by:  D61110F402F3434... Signature Adoption: Drawn on Device Using IP Address: 199.167.54.229	Sent: 8/12/2019 2:20:31 PM Viewed: 8/12/2019 2:34:35 PM Signed: 8/12/2019 2:34:40 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/12/2019 2:20:31 PM
Certified Delivered	Security Checked	8/12/2019 2:34:36 PM
Signing Complete	Security Checked	8/12/2019 2:34:40 PM
Completed	Security Checked	8/12/2019 2:34:40 PM

Payment Events	Status	Timestamps

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-06

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3229

Palo Alto Networks, Inc. (Contractor)

This Participating Addendum Number 7-20-70-47-06 is entered into between the state of California, Department of General Services (hereafter referred to as "State" or "DGS") and Palo Alto Networks, Inc. (hereafter referred to as "Contractor") under the lead state of Utah NASPO ValuePoint Master Agreement Number AR3229.

1. SCOPE

A. This Participating Addendum covers the purchase of Data Communications products and associated services under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR3229 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).

B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (https://www.ca.gov/agenciesall/) provides a comprehensive list of state agencies.

C. Each local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

A. The term of this Participating Addendum shall begin June 1, 2020, or upon signature approval by the State, whichever is later and will end September 30, 2024, or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

4. ORDER OF PRECEDENCE

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

1) California Participating Addendum Number 7-20-70-47-06
2) Utah NASPO ValuePoint Master Agreement Number AR3229

5. AVAILABLE PRODUCTS AND SERVICES

A. The following product and service categories are listed in the Utah NASPO ValuePoint Master Agreement AR3229:

1) Category 1.3 Routers, Switches, Security, and Storage Networking

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

A. The following product and service offerings are prohibited under this Participating Addendum.

1) Leasing
2) Cloud solutions

These restrictions are not applicable to local governments.

B. Products and services that are available on the California Network and Telecommunications (CALNET) Program and mandatory California statewide contracts cannot be purchased from this Participating Addendum by non-exempt state agencies without an exemption.

State agencies are responsible for contacting the California Department of Technology (CDT) for CALNET contract exemptions and the DGS Procurement Division for mandatory statewide contract exemptions in accordance with the published User Instructions prior to issuing a purchase order.

This restriction is not applicable to local governments.

C. Services that fall within the definition of "public works" as defined in Public Contract Code, Section 1101 and Labor Code Section 1720 are disallowed under this cooperative agreement and must be procured by alternate means.

This restriction is not applicable to local governments.

7. PRICING

Contractor is responsible for maintaining a current price list of available products and services on the NASPO ValuePoint Data Communications 2019-2026 website.

8. AUTHORIZED RESELLERS

A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.

1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.

2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.

3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.

E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.

F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

9. SUBCONTRACTORS

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

10. ORDERING AGENCY RESPONSIBILITIES

A. State agency and local government use of this Participating Addendum is optional.

B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

B. Contractor will be required to complete and return a Recycled-Content Certification form (https://www.calrecycle.ca.gov/contracts/forms) upon request by a state agency.

12. DELIVERY

A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.

B. Free On Board (F.O.B.) Destination to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

A. Payment terms for this Participating Addendum are net 45 days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).

B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The State Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.

C. Contractor does not accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.

B. The DGS Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Agreement.

C. The report shall be an Excel spreadsheet transmitted electronically to the DGS Cooperatives mailbox (PDCooperatives@dgs.ca.gov).

D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.

E. Tax must not be included in the report, even if it is on the purchase order.

F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

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

Contractor	Contract Manager
Name:	Regina Acheampong
Phone:	(669) 261-5126
Email	racheampon@paloaltonetworks.com
Address:	Palo Alto Networks, Inc. 3000 Tannery Way Santa Clara, CA 95054

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Julie Matthews
Phone:	(916) 375-4612
Email	Julie.Matthews@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. AGREEMENT

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or

amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same products/and or services as on the Utah NASPO ValuePoint Master Agreement Number AR3229, at prices equal to or lower than the prices on that contract.

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

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Palo Alto Networks, Inc.
Agency Name	*Contractor Name*
05/29/2020	05/28/2020
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Kimberly Hemrick, IT Supv II	Melinda Thompson, Deputy General Counsel and VP
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	3000 Tannery Way Santa Clara, CA 95054
Address	*Address*

[redacted]

ATTACHMENT A
Usage Report: Data Communications (2019-2026)

Contract Number:	
Contractor:	
Reporting Period:	
Report Value:	
Administrative Fee:	

Ordering Agency Name	State/Local Spend	Purchase Order / Service Contract Number	Order Date	Category	Manufacturer Part Number (OEM #)/	Item Description	Quantity	List Price/MSRP	Contract Unit Price	Extended Contract Price Paid (Quantity x Unit Price)	Index Date / Catalog Version

ATTACHMENT A
Usage Report: Data Communications (2019-2026)

Template Key

Contract Number:	Participating Addendum Number
Contractor:	Contractor Name
Reporting Period:	Reporting Quarter
Report Value:	Total Sales for Reporting Period
Administrative Fee:	1.25% of Total Sales

Column Number	Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K	Column L
Column Name	**Ordering Agency Name**	**State/Local Spend**	**Purchase Order / Service Contract Number**	**Order Date**	**Category**	**Manufacturer Part Number (OEM #)**	**Item Description**	**Quantity**	**List Price/MSRP**	**Contract Unit Price**	**Extended Contract Price Paid**	**Index Date / Catalog Version**
Description	State Agency or Local Government name as described on the purchase document	Identify ordering agency as a "State" or "Local Government" entity, as applicable.	Ordering agency's unique purchase order or service contract number associated with item(s) purchased.	Date the ordering agency placed the order.	Category for each line item (commodity/ service) that includes Contractor respective percent discount off MSRP. This identifier should match the Category provided in the Contractor's Master Agreement.	Manufacturer's unique identifier for the line item.	Information about commodity/service purchased. Narrative should be descriptive enough to validate consistency with the Category/ Group ID stated in Column E	Quantity purchased for each line item. All returned items are reported as a negative number. For service contracts, identify term in months.	An independently verifiable public price (MSRP) available to the general public. When providing usage reports, this information should reflect list prices at time of order.	This is the price paid for given line item.	Total Price (Quantity X Contract Unit Price); (Column H x Column J)	Price or catalog effective date. Helps DGS track index price changes (historical frame of reference)
Format	Text	Text	Variable Characters	Date	Variable Characters	Variable Character	Variable Character	Number	Currency	Currency	Currency	Date / Variable Character
Example	Department of General Services	State	2832820	4/30/2013	1.2	ISINK34	Application Services	1	$55.00	$48.95	$48.95	7/19/2012
Example	Department of General Services	State	2832820	4/30/2013	1.2	M1000	3-year Maintenance	1	$300	$270.00	$810.00	7/19/2012
Example	Department of General Services	State	2832820	4/30/2013	1.3	IS330AI + SP10	1-year Maintenance	1	$48.00	$24.96	$898.56	7/19/2012

City Council Meeting **F. 7.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the sale of a 2002 Type I Seagrave Fire Engine to the Crafton Hills College for their Fire Academy and Fire Technology Programs (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 sale of a 2002 Type I Seagrave Fire Engine to Crafton Hills College for their Fire Academy and Fire Technology Programs for the amount of $1.

RECOMMENDATION:

Staff recommends the City Council approve the sale of a 2002 Type I Seagrave Fire Engine to Crafton Hills College for the amount of $1 to be used for their Fire Academy and Fire Technology training exercises.

DISCUSSION:

The Crafton Hills Regional Fire Academy is one of the premier fire academies in Southern California designed to meet the State Fire Marshal's Basic Skills requirements for Firefighter 1 & 2 Certifications. The college schedules two academies per year in Spring and Fall and includes the Enhanced Skills and Performance Program (ESPP), which places an emphasis on leadership, communication, physical fitness, and is designed to better prepare firefighters for the rigorous academy ahead. Given that many of our own Redlands firefighters come to us from Crafton Hills College, the Department believes it is important to support their Fire Academy and Fire Technology Programs.

Consequently, the Fire Department has a decommissioned 2002 Type I Seagrave fire engine. Fire engines are used as frontline emergency vehicles for ten years and placed on reserve for five years. This schedule ensures in-service fire apparatus are serviced and maintained to keep them in safe operating condition and ready for response at all times. Although the fire engine has been decommissioned, it is still functional and appropriate for training exercises. Fire Department staff believe it would be useful to the Crafton Hills Fire Academy. Per Redlands Municipal Code 2.16.340, which pertains to the disposal of surplus personal property, the City Council may sell without recourse to sealed bid or auction surplus personal property to public agencies and nonprofit organizations as may be determined by the City Council, or donate surplus personal property to public agencies and nonprofit organizations upon finding by the City Council, that such donation serves a public purpose of the City. Staff believes the sale of the fire engine will be useful and beneficial to both Crafton Hills College and the City.

ALTERNATIVES:

Not approve the sale of the Type I fire engine to the Crafton Hills Fire Academy.

STRATEGIC PLAN:

Prioriy B - Public Health & Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	2023
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:

There is no fiscal impact to the City related to the sale of the 2002 Type I Fire Engine to the Crafton Hills College Fire Academy and Fire Technology Programs. The sale of the fire engine for the amount of $1 will help the college by providing a useful and functional asset for the college programs.

Attachments

Surplus Form

Crafton Hills College letter

City of REDLANDS "A City That Works"

Date: 6/22/2023

Sale/Disposal of City's Surplus Personal Property

Department name: Fire Department Contact Person: Nathan Bristol Phone: 909-836-4609

Surplus property declared by: ☐ City Council ☑ Department Director: _____

Name and Signature

Surplus Method:

☐ 2.16.290 Assign the property to _____ department
☐ 2.16.300 Sale in open Market
☐ 2.16.310 Sale by Auction
☐ 2.16.320 Trade In
☐ 2.16.330 Sale of unserviceable junk or scrap
☑ 2.16.340 Sale to Public Agency or Non-Profit organization
☐ 2.16.350 Disposal of unclaimed property

	Quantity	Description	Condition	Estimated value
1	1	Fire Truck, Seagrave Pumper TB50DA - Tag# 10036 - VIN# 1F9E208T92CST2049	Good	
2				
3				
4				
5				
6				
7				
8				

Account number for funds deposit: _____

- **Any items purchased via Grant funding?** ☐ Yes ☑ No
- **Any items are Capital Asset** ☑ **Yes** ☐ **No**
- **Comments:**

Purchasing Agent Approval: _____ **Date:** _____

City Manager Approval: (If applicable) _____ **Date:** _____

Management Services Approval: (If applicable) _____ **Date:** _____

July 6, 2023

City of Redlands
35 Cajon Street, Suite 12
Redlands, CA 92373

Honorable Mayor Tejeda and members of the Redlands City Council,

The Crafton Hills Regional Fire Academy has prepared firefighters across the region and state to enter careers in the fire service since 1982. We are the second longest running fire academy in California, and enjoy continuous accreditation as an approved Regional Training Program with the Division of State Fire Training/ State Fire Marshal's Office. We are proud of our tradition of excellence. Throughout the years, we have trained many of your current and former Redlands Professional Firefighters in our program.

We understand the Redlands Fire Department has received recent delivery of new fire engines, and we ask that you consider donating one of your recently decommissioned fire engines to continue training future firefighters in our academy program. The engine will be used daily for instruction, and is vital to our mission of providing students with outstanding equipment for the learning environment.

Your generosity will provide our program with a capital asset that is cost prohibitive for the institution to secure by other means. Additionally, the legacy of service this engine has provided your community will continue by training future fire service professionals. On behalf of the Board of Trustees of the San Bernardino Community College District, and our President Dr. Kevin Horan, we thank you for your consideration.

Respectfully,

Ryan E. Harold

Ryan E. Harold

Interim Chief, Fire Academy
Crafton Hills College
11711 Sand Canyon Road
Yucaipa, CA 92399
909-389-3418
rharold@craftonhills.edu

City Council Meeting **F. 8.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Sponsorship Agreement with the California Conservation Corps for participation in the Wildland Fire Mitigation and Fuels Reduction Program (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 a Sponsorship Agreement with the California Conservation Corps for participation in the Wildland Fire Mitigation and Fuels Reduction Program.

RECOMMENDATION:

Staff recommends that the City Council approve the Sponsorship Agreement and Program Project Request between the City of Redlands and the California Conservation Corps for participation in the Wildland Fire Mitigation and Fuels Reduction Program.

DISCUSSION:

The California Conservation Corps (CCC) conducts and administers a supervised Wildland Fire Mitigation and Fuels Reduction Program. Through cooperative agreements, CCC crews perform conservation projects, fuel management and/or hazard reduction for public agencies (local, state, or federal) or qualified nonprofit organizations. The individuals in the CCC program work under the constant immediate supervision of CCC officials. City of Redlands field staff provide any additional supervision, technical assistance, guidance and inspection, as considered necessary to properly complete the work.

The City has historically participated in similar agreements with California Department of Forestry and Fire Protection programs on an as-needed basis for proactive and reactive cleanup of various City properties as well as performing conservation projects, fire management and or hazard reduction. These services are provided at a substantial savings in comparison to standard industry costs for contractual services. The work generated by cooperative agreements with state agencies provides soil slope preservation, irrigation water conservation and the removal of unwanted and problematic vegetation. This ultimately results in an increase in public safety as well as cost savings in department expenses. The operating costs associated with the CCC personnel are entirely funded by the CCC. The City would facilitate processing of the vegetation thinned and cut by the CCC crews, as well as provide a portable restroom and wash station at the work site. The term of this agreement shall be for a period ending on June 30, 2024.

ALTERNATIVES:

Not approve the Sponsorship Agreement with the California Conservation Corps.

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

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	2023-2024
Revenue Generating:	N
Appropriation Required Y/N:	N
Discussion:	

There is no fiscal impact related to the approval of the Sponsorship Agreement with the California Conservation Corps. The only cost associated with this agreement is the cost for a portable restroom and wash station at the worksite, which is within the Fire Department approved budget.

Attachments

Sponsorship Agreement

SPONSOR AGREEMENT (CCC-96)
(*for Governmental Entity – Local*)

This Sponsor Agreement (Agreement) is entered into by the California Conservation Corps (CCC), State of California and

Sponsor's Name: City of Redlands, California, a State of

California Local Public Entity (Sponsor).

WHEREAS, the CCC is statutorily mandated to provide job skills training, educational opportunities and an increasing awareness of the State's natural resources to young adults;

WHEREAS, the CCC is authorized to work on projects in rural and urban areas that, provide a benefit to the public by, among other things, preserving, maintaining and/or enhancing the lands and water of the State of California, directly contributing to the conservation of energy and/or assisting in fire prevention and suppression;

WHEREAS, the CCC is authorized pursuant to the California Public Resources Code Section 14306 to execute contracts for furnishing the services of the CCC to any federal, state or local public entity, any local or statewide private organizations, and any person, firm, partnership, or corporation concerned with the objectives of the CCC program as specified in California Public Resources Code Sections 14000 and 14300;

WHEREAS, the Sponsor can provide opportunities for public service through meaningful and productive work projects;

WHEREAS, each party to this Agreement is duly authorized to enter into this Agreement; and

WHEREAS, the parties to this Agreement find and determine that it would be to their mutual advantage and the public benefit to join together to accomplish the purpose herein, and coordinate their power, authority and expertise for the CCC to use its corps members and employees to accomplish projects specified by Sponsor and agreed to by the CCC;

NOW THEREFORE, in consideration and recognition of the above, the Sponsor and CCC (collectively referred to herein as "the parties") agree as follows:

A. Documentation of Projects
   1. Sponsor will submit project proposals to the CCC.
   2. The CCC shall work with Sponsor to include details of project proposals in a CCC Project Evaluation and/or other appropriate forms and documentation where applicable.
   3. No project work will begin without CCC Project Evaluation documentation being signed by the parties' representatives.
   4. The documentation for any project necessarily incorporates into it this Agreement.
   5. If there should be a conflict with terms and conditions contained in any other documents related to the parties' relationship or any project related thereto, the terms and conditions set forth in this CCC 96 will take precedence.
   6. Unless otherwise specified in the project documentation, the parties agree to accept documents that are electronically signed in accordance with Government Code Section 16.5.

B. Parties Obligations:
   1. Sponsor agrees:
      a. To pay for all costs, including but not limited to, labor, material and supply costs negotiated and agreed to by the parties that are directly related to and necessitated by the project and that are set forth in the project documentation;
      b. To make available to the CCC adequate plans, specifications, materials, supplies, equipment and/or special labor requirements to complete the project as determined and agreed to by the parties as specified in the project documentation;
      c. To provide adequate technical supervision as determined and agreed to by the parties;
      d. To obtain approvals, clearances, and permits required by any local, state, tribal, or federal entity, law, or regulation;
      e. To the extent any project involves the CCC performing work on private property, the Sponsor shall obtain and/or has obtained all necessary approvals, authorizations and/or permits from the owners

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of said private property before the CCC begins project work on said property and that the CCC is authorized to perform the project work on said private property;

f. To obtain clearances and/or meet requirements, if any, of trade unions or other labor organizations occasioned by the participation of the CCC in the project;
g. To provide project sites that, to the best of the Sponsor's knowledge, are free of any known hazardous materials, but if there are any known hazardous materials present, the Sponsor shall provide the location, identity, and amounts of such hazardous materials as well as the associated Safety Data Sheets;
h. To provide or reimburse the CCC for acceptable temporary living accommodations for CCC personnel engaged in working on a project if: (1) the project is located at a site that is more than a one-hour drive from the designated CCC base center; and, (2) provision of such living accommodation is determined necessary by the parties;
i. To conduct an orientation with CCC personnel at the commencement of each project to explain the technical aspects, safety requirements and other relevant information necessary for the CCC to successfully complete the project including the identification of restroom facilities or alternatives;
j. To work with the CCC to conduct an educational or training presentation at the CCC base center or project site to CCC Corpsmembers; and,
k. To consider authorizing the CCC to place a sign, plaque or emblem on the project site that presents the CCC's contribution to the project.

2. CCC agrees to:
   a. Review project proposals submitted by the Sponsor and work with Sponsor to prepare project documentation for those proposed projects that are covered by the CCC's statutory mandate, consistent with the CCC's organizational priorities and within the CCC's operational capabilities;
   b. Provide CCC personnel, equipment and materials to perform the obligations specified in the project documentation. The CCC will

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only use personnel who have received adequate prior training and are sufficiently equipped for and alerted to the general nature of the hazards inherent in the scope of work; and,

c. Provide its personnel with Workers' Compensation coverage and benefits that are administered by the State Compensation Insurance Fund in accordance with the California Labor Code.

3. The Sponsor and CCC mutually agree to the following:
   a. This Agreement is not intended to affect the legal liability of either of the parties by imposing any standard of care other than the standard of care imposed by law;
   b. Mutual Indemnification:
      i. To the extent permitted by law including Article XVI, sections 1 and 6 of the California Constitution, and the California Claims Act, the CCC agrees to hold harmless and indemnify the Sponsor against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project documentation caused by the acts and/or omissions of any person directly employed by, enrolled in or under the control or supervision of the CCC while performing the work set forth in this Agreement and/or the project documentation; and,
      ii. The Sponsor agrees to hold harmless and indemnify the CCC against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project documentation caused by the acts and/or omissions of any person directly employed by or under the control or supervision of the Sponsor while performing the work set forth in this Agreement and/or the project documentation;
   c. Insurance:
      i. The State of California has elected to cover its motor vehicle and general liability exposure through claims procedures instituted in accordance with the California Government Code provisions and the other provisions of

the law relating to such liability. Pursuant to those procedures, tort liability claims should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052; https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim?search=government%20claim%20form in accordance with the California Government Code and the other provisions of the law governing submission of such claims. In addition, unless notified otherwise or on behalf of the CCC, motor vehicle liability claims should be presented to the Office of Risk and Insurance Management (ORIM), P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS414, West Sacramento, CA 95798-9052 (link above). It should be noted, however, that the willingness of ORIM to receive such motor vehicle liability claims does not constitute a waiver by the State of California or the CCC of the time limits or procedures provided by law or the filing of claims relating to such motor vehicle liability. It also should be noted that the addresses set forth in this paragraph are subject to change; any claimant is advised to verify the accuracy of and currency of the addresses for filing claims, and by setting forth addresses in this paragraph, neither the State of California nor the CCC is waiving any time limits or procedures provided by law for filing claims related to alleged motor vehicle or general liability or any other alleged liability.

ii. The California Department of Human Resources has entered into a Master Agreement with the State Compensation Insurance Fund to administer Workers' Compensation benefits for State employees and Corps members as required by the California Labor Code.

d. The California Labor Code Section 1720.4(c) specifically exempts the CCC from paying state prevailing wages to Corps members when engaged in public works projects. The CCC is not subject to the federal prevailing wage requirements set forth in the Davis-Bacon Act (Title 40 USC 276A et seq.) when providing labor on federal government contracts. Title 29 of the Code of Federal Regulations (CFR), Section 5.2(h) specifically provides that a State is not considered a contractor under statutes providing loans, grants, or other federal assistance in situations where construction is performed by its own employees and/or personnel;
e. The California Business and Professions Code, Section 7040 exempts the State of California from contractor licensing requirements. The CCC is a state entity subject to the exemption;
f. Improvements and Land Use:
    i. All improvements constructed in whole, or in part by the CCC on lands owned or controlled by the Sponsor will remain the property of the Sponsor;
    ii. Permission to camp and/or perform work on lands owned or controlled by Sponsor does not in any way convey to the CCC, its staff or any person or persons working with the CCC in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor;
g. Emergency Services and Possible Delays:
    i. The CCC is required to provide emergency services when directed by the Governor of the State of California pursuant to an Executive Order, the Office of Emergency Services (Cal OES), Department of Forestry and Fire Protection (CAL FIRE) and other agencies charged with responding to emergencies throughout California arising from fire, flood, wind, and other natural and man-caused disasters.
    ii. The CCC may be required to temporarily suspend or permanently cease work on projects due to required emergency response or emergency conditions. The parties agree that any delay in completing the work by the CCC due to response to an emergency shall be excused and costs incurred by the delay shall be the responsibility of the Sponsor.

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iii. The resources of the CCC are limited and the public service conservation work of the CCC may be altered in priority from time-to-time. The parties agree that other than delays caused by the CCC's response to an emergency, all other delays by either party shall be excused and costs caused by delays shall be the responsibility of the party incurring such costs.

h. Audit: It is mutually agreed that, pursuant to California Government Code, § 8546.7, any project performed under this Agreement that involves the expenditure of public funds in excess of ten thousand dollars ($10,000) shall, along with the Parties thereto, be subject to the examination and audit of the California State Auditor for a period of three years after final payment under said project. Such audit may be triggered at the request of the public entity expending said funds or as part of any California State Auditor audit of said public entity.

i. All contracts relating to the construction or operation of a project will contain a clause prohibiting discrimination and/or harassment against any person, employee or employee applicant engaged in the project work on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, and denial of family care leave;

j. Budget Contingencies:

i. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State of California and the CCC shall have no liability to pay any funds whatsoever to Sponsor or to furnish any other considerations under this Agreement or related project documentation and Sponsor shall not be obligated to perform any provisions of this Agreement or related project documentation; and,

ii. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State of California and the CCC shall have the option to either cancel this Agreement with

no liability occurring to the State of California or CCC, or offer an amendment to the Agreement reflecting the reduced amount;

k. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this Agreement. Any waiver of rights by either party or any matter relating to this Agreement shall not be deemed to be a waiver unless in writing and approved by both parties and shall not be a waiver to any other provision or matter relating to this Agreement;
l. If any part of this Agreement is found to be invalid the remainder of the Agreement shall continue in full force and effect;
m. Neither the CCC nor the Sponsor may assign this Agreement or any interest therein without the written consent of the other party;
n. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties;
o. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California;
p. This Agreement shall remain in effect unless terminated upon thirty (30) days written notice from either party; and,

CONTINUED ON NEXT PAGE

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q. Each Party and its respective agents executing this Agreement warrants and represents that it has the full power and authority to execute, deliver and perform the obligations under this Agreement and that each Party's performance hereunder has been duly authorized by all requisite actions on the part of that Party.

Sponsor Information:

Sponsor Name:	Sponsor Department:
City of Redlands, California	Fire Department
Address: 35 Cajon Street, Suite 12	
Contact Person: Vincent Anderson, Fire Marshal	Phone: 909-798-7601
Email Address: fireprevention@cityofredland.org	

SIGNATURES

In Witness Whereof, the parties have agreed to the conditions of this Agreement as of the date shown below.

Sponsor Representative Signature:	
Print Name: Eddie Tejeda, Mayor	**Date:**

CCC District Director/Region Deputy Signature:	
Print Name:	**Date:**

City Council Meeting **F. 9.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Acceptance of the 2023-2024 Community Development Block Grant (CDBG) in the amount of $334,141 from the County of San Bernardino, approve an additional appropriation of the same, and adopt Resolution No. 8506 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 2023-2024 Community Development Block Grant funding award in the amount of $334,141; and

2. I move to authorize an additional appropriation of $334,141 for the FY2023-2024 CDBG Program Year; and

3. I further move to adopt Resolution No. 8506 authorizing the City Manager, or designee, to execute agreements, amendments and other related documents associated with the 2023-2024 CDBG Program Year.

RECOMMENDATION:

Staff recommends that the City Council accept the grant award for the 2023-2024 CDBG Program Year from the County of San Bernardino in the amount of $334,141 and adopt Resolution No. 8506 authorizing the City Manager, or designee, to execute agreements, amendments and other related documents associated with the 2023-2024 CDBG Program Year.

DISCUSSION:

In February 2023, the Development Services Department (Department) submitted the 2023-2024 CDBG Program Year grant funding request on behalf of the City of Redlands (City) to the County of San Bernardino (County) in the amount of $340,246, which was the estimated award to the City at the time. In May 2023, the County submitted the 2023-2024 Annual Action Plan Consolidated Submission for HUD Housing and Community Development Grants to the Department of Housing and Urban Development (HUD). In June 2023, the County notified the City of the final award amount of $334,141.

The award funds seven total projects that were approved by City Council on February 7, 2023 (Item No. I.1.) of which six projects are public service agencies and one is a Capital Improvement Project (CIP). Resolution No. 8506 authorizes the City Manager, or designee, to execute the agreements, any amendments and other related documents associated with the 2023-2024 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 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
Danielle Garcia, Management Services/Finance Director
Chris Boatman, Assistant City Manager

PREPARED BY:

Tricia Munoz, Development Services Management Analyst

Fiscal Impact

Fiscal Year:	2023-24
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	N
Account No.:	200164

Discussion:

Acceptance of this award will increase the FY 2023-2024 appropriation for Planning Grants (200164) by $334,141. Approval of this item has no impact on the General Fund.

Attachments

Resolution 8506 for 2023-2024 CDBG Grant
2023-2024 CDBG Program Funding Request Form_02.07.2023
Project List
Grant Award Notification
Additional Appropriation #1
Additional Appropriation #2

RESOLUTION NO. 8506

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 2023-2024 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 2023-2024 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 2023-2024 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 2023-2024 CDBG Program Year to provide public services as described in the 2023-2024 CDBG NOFA; and

WHEREAS, the City has been granted to receive a CDBG grant award of $334,141; 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. This Resolution shall take effect take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 25th day of July 2023.

_____
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. 8506 was duly adopted by the City Council at a regular meeting thereof held on the 25th day of July 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

COUNTY OF SAN BERNARDINO
Community Development and Housing Department

Attachment "A"

2023-2024 Community Development Block Grant (CDBG) Program
Cooperating City Recommended Projects Form

City [1]: City of Redlands City Council Hearing Date [2]: Feburary 7, 2023

City's 2023-2024 Allocation (3): $ 340,246 Public Service Limit (15%) [4]: $ 51,037 Available Unprogrammed Funds From Prior Years [5]: $0.00

CDH Application Log # (6)	Project Title {* indicates project required a "General Fund Guarantee"} (7)	Public Service *Y/N* (8)	Applicant's Requested Amount [9]	City's 2023-2024 Recommended Allocation Amount (10)	Available Unprogrammed Funds to Commit to Activity (11)	Public Service Amount (12)	Activity Total (13)
REDL23CN-016	Redlands: Joslyn Senior Center Rehabilitation Project	N	$ 350,000	$ 289,210			$ 289,210
REDL23PS-021	Redlands: Housing & Food Program - FSA of Redlands	Y	$ 20,000	$ 8,506		$ 8,506	$ 8,506
REDL23PS-028	Redlands: Boys & Girls Club - Family Strenghening Program	Y	$ 20,000	$ 8,506		$ 8,506	$ 8,506
REDL23PS-039	Redlands: YMCA of the East Valley - Legal Services	Y	$ 12,000	$ 8,506		$ 8,506	$ 8,506
REDL23PS-040	Redlands: Steps 4 Life - Transitional Supportive Housing	Y	$ 15,000	$ 8,506		$ 8,506	$ 8,506
REDL23PS-048	Redlands: Supportive Services for Victims of Violence - Partners Against Violence	Y	$ 20,000	$ 8,506		$ 8,506	$ 8,506
REDL23PS-062	Redlands: Transitional Housing - Blessing Center	Y	$ 12,000	$ 8,506		$ 8,506	$ 8,506
		Totals [14]	**$ 449,000**	**$ 340,246.00**	**$ -**	**$ 51,036.00**	**$ 340,246.00**

Public Service Calculation [15]:

Public Service Limit: $ 51,037 Less Total Public Service Activity Amount: $ 51,036.00 Amount Available to Program to Public Service Activities: $ 1

Remaining Balance of Unprogrammed Funds [16]: $ -

Authorized City Representative [17]: Signature Tricia Munoz, Management Analyst Date [18]: February 7, 2023

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.*

City Council/Successor Agency Meeting **AGENDA ITEM NO. I. 1.**

DATE: 02/07/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration and possible action for the 2023-2024 Community Development Block Grant Program Year and authorization for submittal of the 2023-2024 Cooperating City Recommended Projects Form to the County of San Bernardino Community and Housing Division (Development Services Director Desatnik)

MOTION(S):

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

I move to direct staff to prepare the 2023-2024 Community Development Block Grant Program Cooperating City Recommended Projects Form using the recommendation in this report and submit it to the County of San Bernardino Community Development and Housing Division prior to the February 24, 2023, deadline.

RECOMMENDATION:

Staff recommends the City Council approve the following funding requests for the projects listed below based on an evaluation and analysis of all the applications submitted, received and deemed eligible for the 2023-2024 Community Development Block Grant (CDBG) Program Year beginning on July 1, 2023:

No.	Provider	Project/Program	Amount
1	Redlands: Joslyn Senior Center Rehabilitation Project	Additional ADA Improvements	$289,210
2	Family Service Association/Redlands	Housing and Food	$ 8,506
3	Boys & Girls Club of Greater Redlands	Family Strengthening	$ 8,506
4	YMCA of the East Valley	Legal Aid	$ 8,506
5	Steps 4 Life	Transitional Supportive Housing	$ 8,506
6	Partners Against Violence	Supportive Services/Victims of Violence	$ 8,506
7	The Blessing Center	Transitional Housing	$ 8,506

DISCUSSION:

The County of San Bernardino (County) released the annual CDBG Notice of Funds Availability (NOFA) to the public on Wednesday, October 19, 2022, for the 2023-24 CDBG Program Year, beginning July 1, 2023. The NOFA solicits applications from eligible non-profit public service agencies (PSA's) as well as applications for other CDBG activities such as capital improvement projects (CIP's) for funding consideration by the City Council.

The County establishes each participating city's annual allocation based on the most current U.S. Census statistics for poverty, overcrowded housing conditions and population. The estimated allocation for Redlands for Fiscal Year (FY) 2023-2024 is $340,246, which represents no change from the FY 2022-2023 final award of $340,246. Each year this allocation is an estimate and subject to change dependent upon federal appropriations and the final allocation to the County's CDBG Program from the Department of Housing and Urban Development (HUD).

A maximum cap of 15%, or $51,037, of the City's overall CDBG allocation of $340,246 is available to fund eligible PSA's in FY 2023-2024. The City Council can elect to award all, some or none of the maximum available funds to qualify for PSA's program each year. The remainder of the allocation, amounting to $289,209, is available to fund eligible city Capital Improvement Projects (CIP's). The County limits the number of total allowable projects that Redlands can fund each year to a maximum of nine (9). Of which, only two (2) can be CIP's with a minimum award of $75,000 per project. While there is no minimum award for PSA projects, administration of a CDBG project, which is the responsibility of City staff, can be very time-intensive. For this reason, the City Council previously adopted a policy for a minimum award of $7,500.

The City's FY 2023-2024 final funding recommendations will be included in the FY 2023-2024 Annual Action Plan prepared by the County and presented to the County Board of Supervisors during a public hearing to be held in April 2023. Once approved, the FY 2023-2024 Annual Action Plan will be submitted by the County to HUD prior to the May 15, 2023, deadline. Once the County's 2023-2024 Annual Action Plan is approved by HUD, the City will be notified of the award, at which time a staff report and resolution will be presented on a future City Council date for proposed acceptance of the grant award and approval of the resolution. The approved 2023-2024 CDBG Funding would then become available to awardees on July 1, 2023 (Attachment A).

In response to this year's NOFA, the City received a total of six (6) eligible PSA applications totaling $99,000 in funding requests. A listing of all the applications received and a brief description of the proposed CDBG CIP eligible projects is attached to this report (Attachment B). The PSA cap set by HUD is limited to a maximum of 15% of the total allocation to the City, which provides for a very limited amount of funding available for eligible PSA projects. Staff is recommending funding all six (6) PSA funding requests at $8,506 each. A comprehensive evaluation and analysis was completed for all PSA applications received. The six (6) PSA's recommended for funding have a history of providing services to the residents of the City and are consistent with previous Council CDBG funding priorities. Five (5) of the six (6) recommended PSA's have demonstrated the ability to successfully meet project objectives and perform the administrative obligations of the CDBG program. The Blessing Center is a new applicant to the CDBG program and is recommended for approval. The completeness and accuracy of the applications were also taken into consideration in developing the funding recommendations.

One CIP project was submitted and deemed eligible, which is the continued rehabilitation of the Joslyn Senior Center to include improvements to the customer service counter and computer lab. It is recommended this project be funded in the amount of $289,210. This project will address compliance with the Americans with Disabilities Act requirements.

ALTERNATIVES:

The City Council may elect not to approve the funding recommendations and provide alternative funding recommendations within the funding thresholds described in this report. However, electing not to submit the 2023-2024 Cooperating City Recommended Projects Form to the County by the February 24, 2023 deadline may result in a loss of the CDBG funding for FY 2023-2024 and could result in a reduction of or loss of funding in future years.

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
Chris Boatman, Assistant City Manager

PREPARED BY:
Tricia Munoz, Management Analyst

Fiscal Impact

Fiscal Year:
Revenue Generating:
Appropriation Required Y/N:
Amount:
Budgeted Y/N:
Account No.:
Discussion:
There is no impact to the General Fund by approving this item.

Attachments

FY 2023-24 CDBG Funding Form
FY 2023-24 CDBG Eligible Applications_Attachment B

MINUTES

Regular meetings of the City Council and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on February 7, 2023 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:	Janice McConnell, Assistant City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Chris Catren, Police Chief; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief

Mayor Pro Tem Barich called the meeting to order and announced there were no closed session matters scheduled for the City Council to consider. The meeting was recessed at 5:00 P.M.

RECONVENE CITY COUNCIL MEETING

Mayor Tejeda reconvened the meeting at 6:00 P.M. and announced that comments could be presented in-person, via Zoom, via cell phone or landline. An invocation was provided by Mayor Pro Tempore Barich. The pledge of allegiance to the American flag was conducted by Franklin Elementary fourth and fifth graders who participate in the Friendly Helpers Program.

PRESENTATIONS

Redlands Pet Adoption

Animal Services Supervisor Jodi Kroeger and Animal Services Officer Kaitlyn Giroux introduced "Stede", a three-year-old male German Shepherd mix who is available for adoption, along with forty-one other dogs, four cats and one bird at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been thirteen dogs and six cats adopted in January 2023.

Proclamation Black History Month

Council Member Davis presented a Proclamation in celebration of Black History Month to Human Relations Commissioner Kenneth Ford and Jina Imani of The Artlands.

PUBLIC COMMENT

Elizabeth St Speed Limit - John Mills urged the Council to lower the speed limit on Elizabeth Street, adding that a petition was signed by over 172 residents who consider the conditions to be unsafe for walking, cycling, parking and driving. The street has a number of twisting turns, lacks sidewalks in sections and falls within a school zone. He requested the Council support a 4-way stop sign proposed at Fountain and Elizabeth.

Step Up in Redlands - Reverend Raymond Moorehouse expressed his deep gratitude for the City Council's support of the Step Up in Redlands Project, a permanent supportive housing solution for homeless individuals, which recently began to welcome its first residents. He encouraged the City to be mindful about continuing support of residents as they will face new challenges.

Open Meetings - Dennis Bell complained that the City's Commission and Board meetings lacked transparency and offered spotty access due to the unreliability of Zoom connections.

Timing of Commissioner Term Limits - Andy Hoder raised a potential dilemma with the Street Tree Committee, as four members will be termed out before the committee's annual report can be delivered to Council.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the minutes of the regular meeting of January 17, 2023.

Vote: 5 - 0 Passed

Boards, Commissions, Committees and Outside Agencies

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the 2023 City Council Liaison assignments to the City's Boards, Commissions, Committees and Outside Agencies as presented in the staff report.

Vote: 5 - 0 Passed

Proclamation Celebrating *Mahaparamashivaratri*

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring February 18, 2023 as the celebration of *Mahaparamashivaratri* in the City of Redlands as a gesture of support for those in our community who observe and celebrate this occasion.

Vote: 5 - 0 Passed

Proclamation Celebrating Black History Month

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring the month of February to be Black History Month in the City of Redlands.

Vote: 5 - 0 Passed

Resolution No. 8433 Remote Teleconference Meetings

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8433 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 28 days or until the City Council adopts a Subsequent Resolution in accordance with Government Code section 54953(e)(3) or until the Governor terminates the State of Emergency whichever occurs first.

Vote: 5 - 0 Passed

Orange Blossom Trail Phase 3 Project Contract Amendment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Second Amendment to the Public Works Contract with Deark E&C, Inc. for the Orange Blossom Trail Phase 3 Project to extend the time for completion by sixty (60) calendar days.

Vote: 5 - 0 Passed

CFD Annual Levy Administration & Annexation Agreement Amendment

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 contract amendment is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; approved the Third Amendment to the Agreement with Webb Municipal Finance, LLC increasing the total agreement amount to $86,500; and approved an additional appropriation of $33,577.59. On December 20, 2022, City Council approved the second amendment to the agreement with Webb Municipal Finance, LLC to change the City's representative, to extend the term of the agreement for 3 years through December 31, 2025, increasing the agreement from $56,500 to $86,500 and an additional appropriation of $33,577.59. However, it was discovered the second amendment did not include the increase from $56,500 to $86,500, which is reflected in this third amendment.

Vote: 5 - 0 Passed

Amending State Plan of Operation with Police Department

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, an addendum amending the existing State Plan of Operation between the State and the Redlands Police Department, and authorized the Chief of Police to execute the addendum. This addendum amends the existing State Plan of Operation between the State and the Redlands Police Department and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order 14074 (Section 12), signed on May 25, 2022.

Vote: 5 - 0 Passed

Interlocal Agreement JAG Award

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Interlocal Agreement between the Town of Apple Valley, the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, and the County of San Bernardino concerning distribution of the 2022 Justice Assistance Grant Award; and approved an additional appropriation of $18,431 to the police department.

Vote: 5 - 0 Passed

Vermeer Stump Grinder Purchase

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the purchase of a 2022 Vermeer Stump Grinder for the amount of $106,675.89.

Vote: 5 - 0 Passed

Art-On-State-Street 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 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 special event and authorized the temporary closure of East State Street from 6th Street to 7th Street on March 19, 2023 for the Art-On-State-Street event hosted by the Redlands Art Association.

Vote: 5 - 0 Passed

Solid Waste Compliance Software

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the sole source purchase with Citizen Communications DBA Recyclist for Solid Waste compliance software for the amount of $34,390.

Vote: 5 - 0 Passed

California Market Match Program Grant Acceptance

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously accepted, by roll call vote, the California Market Match Program Grant through the Ecology Center in the amount of $5,200; approved an additional appropriation of $5,200; and approved an in-kind service match of $8,914.25. An in-kind match in the amount of $8,914.25 will be fulfilled through staff time at the market distributing and redeeming the SNAP EBT and Market Match incentives, along with administering the grant. The term of this grant is from January 1, 2023, through December 31, 2024.

Vote: 5 - 0 Passed

Amending Contract Joslyn Senior Center Renovation Project

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 agreement is exempt from an environmental review pursuant to Section 15061 of the State's CEQA guidelines; and approved the First Amendment to the Public Works Contract with Armstrong Cal Builders, Inc. for the Joslyn Senior Center Renovation Project to extend the time for completion by one hundred fifty (150) calendar days.

Vote: 5 - 0 Passed

Annual Report Citrus Preservation Commission

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, to receive and file the Annual Report of the Citrus Preservation Commission by Chairman Michael Day as attached to the staff report.

Vote: 5 - 0 Passed

COMMUNICATIONS

2023 Council Members Academy Conference Report

Council Member Saucedo attended the League of California Cities New Mayors and Council Member Academy held February 1-3, 2023 in Universal City and reported on the organization's mission and goals. He briefly described the intensive three-day conference which included courses related to land use policies, financing, the Brown Act and bullying. In addition, he highlighted one session in particular, entitled "City of Dysfunction Junction", a situational performance that was not only entertaining but educational as well.

Council Member Davis announced that she and City Manager Duggan were honored to be panelists at the conference, and they presented to hundreds of people on the main stage regarding "Developing an Effective City Council and City Manager Team".

Annual Report Airport Advisory Board

Vice Chair Jason Golembeski, of the Airport Advisory Board (AAB), presented the annual report of accomplishments for 2022. The Board consists of several members who possess many years of aviation experience, and they are passionate about the airport and their work to improve the facility. Their goal is to make it safer, to advise the Council on airport related decisions and to act as the conduit between the aviation community and the City Council. Accomplishments included the formation of a safety committee, assessment of wildlife mitigation, Amazon fly overs and the development of a website update. Looking ahead to 2023, the Board will continue to review safety at the airport, continue to address the airspace incursion problem, complete the review of the Airport Layout Plan and continue to grow interest in the airport among the community. Mayor Tejeda and Council Member Davis thanked Mr. Golembeski for his thorough report and his dedication to serving the City.

San Bernardino Regional Housing Trust

Assistant City Manager Boatman introduced Monique Arellano, Council of Governments and Equity Programs Manager, with the San Bernardino Council of Governments, who delivered a presentation on the San Bernardino Regional Housing Trust (SBRHT). The SBRHT will be established by the San Bernardino Council of Governments and intends to provide significant funding and affordable housing development interests in the San Bernardino region. She provided an overview of SBRHT's goals and visions.

The City of Redlands anticipates that SBCTA/SBCOG will administer SBRHT and that each participating party shall make annual contributions toward the budgeted administrative costs of SBRHT. In return, SBRHT will provide services and support to the region and its parties to carry out the purpose of SBRHT. She explained the attached letter of intent was not a commitment, it was provided to identify interest in the participation and further the planning for the establishment of the SBRHT. Final commitment to join the SBRHT will be brought back to the City Council at a later date for consideration and be subject to approval, funding availability, and other factors. Other discussion points included the creation of a Joint Powers Agreement, board member structure and terms, best practices of models already established, benefits of an early commitment from agencies and the positive long term housing benefits for

the community. Council Members were in support of the program.

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously authorized, by roll call vote, the submittal of the letter of intent to participate in the San Bernardino Regional Housing Trust to be established by the San Bernardino Council of Governments.

Vote: 5 - 0 Passed

NEW BUSINESS

2023-2024 CDGB Program

Tricia Munoz, of Development Services, presented staff's recommendation for FY 2023-2024 Community Development Block Grant Program (CDBG). In response to this year's NOFA, the City received a total of six eligible PSA applications totaling $99,000 in funding requests and staff is recommending funding for all six requests at $8,506 each. One CIP project was submitted and deemed eligible. It provides for the continued rehabilitation of the Joslyn Senior Center, which includes improvements to the customer service counter and computer lab, to be funded in the amount of $289,210. This project will address compliance with the Americans with Disabilities Act requirements.

On motion of Council Member Mario Saucedo, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, to direct staff to prepare the 2023-2024 Community Development Block Grant Program Cooperating City Recommended Projects Form using the recommendation in this report and submit it to the County of San Bernardino Community Development and Housing Division prior to the February 24, 2023, deadline. The recommendations include: $289,210 for Redlands Project: Joslyn Senior Center Rehabilitation Project - Additional ADA Improvements; $8,506 for each of the following PSAs: Family Service Association of Redlands-Housing and Food; Boys & Girls Club of Greater Redlands-Family Strengthening; YMCA of the East Valley-Legal Aid; Steps 4 Life-Transitional Supportive Housing; Partners Against Violence-Supportive Services/Victims of Violence; The Blessing Center-Transitional Housing.

Vote: 5 - 0 Passed

Purchase Solid Waste Collection Vehicles

Assistant City Manager Boatman reviewed the purchase and replacement of five solid waste collection vehicles from Rush Truck Centers in an amount not-to-exceed $2,278,102.70. Of the City’s 43 solid waste vehicles, 19 have exceeded American Public Works Association (APWA) standards and need replacement. The global issue in the parts and labor supply chain is affecting all Heavy Duty OEM Truck Manufactures in North America and currently, the production of truck chassis has been cut back by 50%, resulting in a lead time for specialized truck builds between 12 to 18 months. The recommendation to purchase the five solid waste collection vehicles at this time is to fulfill equipment needs over the next two years.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the purchase and replacement of five solid waste collection vehicles from Rush Truck Centers in an amount not-to-exceed $2,278,102.70.

Vote: 5 - 0 Passed

Contract Award Prospect Park Lighting Upgrades Project

Staff requested this item be pulled from the agenda. The matter will be rescheduled for an upcoming City Council meeting.

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Tejeda addressed attendees of the Lincoln Pilgrimage.

Mayor Pro Tem Barich attended the Pet Palooza animal adoption event hosted by Redlands Chrysler Dodge Jeep Ram and enjoyed the Lincoln Shrine Open House and Civil War Re-Enactment.

Council Member Davis attended the 3rd annual Black History group art show, curated by Gina Imani at The Artlands. She and Council Member Saucedo represented the City at the Santa Ana River Trail Phase III Groundbreaking Ceremony, and she participated in the meeting of the Climate Policy Council where attendees were joined by special guests, James and Deborah Fallows.

2023 Homeless-Point in-Time Count - Council Members Guzman-Lowery and Saucedo were pleased to participate in PITC held on January 26 with over 80 volunteers who conducted the annual count.

Council Member Saucedo attended a Water Policy Advisory Commission meeting with Director Harris and he challenged his colleagues to participate in the Community Emergency Response Team (CERT) training and become certified.

ADJOURNMENT

There being no further action required the meeting adjourned at 7:15 P.M. The next regular meeting of the City of Redlands City Council will be held on February 21, 2023.

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

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 Successor Agency.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Barich, seconded by Board Member Davis, the minutes of the regular meeting of December 6, 2022 were unanimously approved by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 7:16 P.M. The next regular meeting of the Agency will be held on March 7, 2023.

SAN BERNARDINO COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT AND HOUSING

2023-24 CDBG Projects
Redlands

Project Number	WBSE	Project Title	Actual Amount
REDL-23-1-05A/0282	50.60.0289.03	Redlands: Joslyn Senior Center Rehabilitation Project	$ 283,105
REDL-23-1-05Q/7512	50.60.0072.09	Redlands: Housing and Food Program – FSA of Redlands	$ 8,506
REDL-23-1-05W/0283	50.60.0283.09	Redlands: Family Strengthening Program - Boys and Girls Club	$ 8,506
REDL-23-1-05C/7511	50.60.0071.09	Redlands: Legal Services - YMCA of the East Valley	$ 8,506
REDL-23-1-05Z/0246	50.60.0246.09	Redlands: Steps 4 Life – Transitional Supportive Housing	$ 8,506
REDL-23-1-05G/7538	50.60.0094.09	Redlands: Supportive Services for Victims of Violence - Partners Against Violence	$ 8,506
REDL-23-1-03T/0284	50.60.0284.09	Redlands: Transitional Housing – Blessing Center	$ 8,506

From:	Graham, Kelly
To:	Tricia Munoz
Cc:	Charles Duggan; Anderson, Bryan; Ramirez, Tom
Subject:	CDBG Award FY 2023-24 - Redlands
Date:	Thursday, June 22, 2023 4:19:08 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image007.png Redlands List.pdf

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[**NOTICE:** This message originated outside of City of Redlands -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Greetings,

The Community Development and Housing Department (CDH) is pleased to announce that on May 9, 2023, the San Bernardino County Board of Supervisors approved the HUD Program Year 2023-24 Action Plan (inclusive of your City Council recommended CDBG activities). **A list of your city's CDBG approved projects is attached to this notification**.

The 2023-24 fiscal year begins July 1, 2023. Access to your CDBG funds will be issued to you under the following conditions:

1. **Attachment A & B**
   You will receive an Attachment A & B for each CDBG awarded project over the next few weeks, if you haven't received it already. Upon your receipt of these documents (two sets) please thoroughly review, secure the wet signature of your authorized official and send the signed documents back to CDH and snail-mail. Should the documents require revisions, please send an email with details on the revision's needed.

2. **CDBG Subrecipient Agreements**
   The City must prepare a CDBG Subrecipient agreement with each Community Based Organization (CBO)/vendor who will be providing service on the City's behalf. This agreement must be fully executed by both parties before any funds can be released to your CBO/vendor. Please send a copy to your ECD Analyst.

As a reminder, CDBG Subrecipient reimbursement requests should be sent in on a monthly basis and completed before July 15, 2024.

Thank you for your cooperation and continued support of the CDBG program. It is our goal to complete the A & B process by or before July 1st. We look forward to working with you in the coming year. Should you have any questions or need additional assistance, please feel free to contact your Analyst, either Tom Ramirez or Sandra

Becerra at:

(909) 501-0635 or via email at Tom.Ramirez@cdh.sbcounty.gov.
(909) 501-0636 or via email at Sandra.Becerra@cdh.sbcounty.gov.

Sincerely,

Kelly Graham
CDH Analyst II
Community Development and Housing Department
www.SBCountyCDHA.com
Phone: 909-501-0626
560 E. Hospitality Lane, Suite 200
San Bernardino, CA 92415-0043

SBCounty Logo

Our job is to create a county in which those who reside and invest can prosper and achieve well-being.
www.SBCounty.gov

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CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 07/18/2023

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	F164004	$ 8,506.00
Special Contractual Services	200164	6710	F164051	$ 8,506.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ $ 17,012.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200164	4407	F164004	$ 8,506.00
Federal Grants	200164	4407	F164051	$ 8,506.00
				$ 0.00
				$ 0.00
				$ 0.00
				$ $ 17,012.00

JUSTIFICATION: Add appropriation for the 2023-2024 Community Development Block Grant Program Year. These amounts have been provided by the County of San Bernardino 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: 07/18/2023

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	F164010	$ 283,105.00
Special Contractual Services	200164	6710	F164005	$ 8,506.00
Special Contractual Services	200164	6710	F164003	$ 8,506.00
Special Contractual Services	200164	6710	F164007	$ 8,506.00
Special Contractual Services	200164	6710	F164030	$ 8,506.00
				$ $ 317,129.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200164	4407	F164010	$ 283,105.00
Federal Grants	200164	4407	F164005	$ 8,506.00
Federal Grants	200164	4407	F164003	$ 8,506.00
Federal Grants	200164	4407	F164007	$ 8,506.00
Federal Grants	200164	4407	F164030	$ 8,506.00
				$ $ 317,129.00

JUSTIFICATION: Add appropriation for the 2023-2024 Community Development Block Grant Program Year. These amounts have been provided by the County of San Bernardino 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 Meeting **F. 10.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8499 for new connections to the City of Redlands water distribution and sewer collection systems for seven vacant parcels located at the northeast corner of the intersection Nice Avenue and Turquoise Avenue and identified as county of San Bernardino Assessor's Parcel Numbers 0298-103-14-0000 through 0298-103-20-0000 in the unincorporated community of Mentone within San Bernardino County, adopt Resolution No. 8500 relating to Pre-Annexation Agreement No. 23-08 and determine that approval of the Resolutions is exempt from environmental review pursuant to Sections 15303 and 15319 of the California Environment Quality Act (CEQA) guidelines (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Resolution No. 8499.

I move to adopt Resolution No. 8500.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8499 for new connections to the City of Redlands water distribution and sewer collection systems at the northeast corner of Nice Avenue and Turquoise Avenue in the unincorporated community of Mentone within San Bernardino County for Outside Service Case (OSC) No. 23-08, and determine that the Resolution is exempt from environmental review pursuant to Sections 15303(a) and 15319(b) of the California Environmental Quality Act (CEQA) guidelines.

Upon City Council adoption of Resolution No. 8499, staff recommends that the City Council adopt Resolution No. 8500 to approve Pre-Annexation No. 23-08 to provide water and sewer service to seven vacant parcels located at the northeast corner of Nice Avenue and Turquoise Avenue in the unincorporated community of Mentone within San Bernardino County, and determine that adoption of Resolution No. 8500 is exempt from environmental review pursuant to Sections 15319 and 15303 of the California Environmental Quality Act guidelines.

DISCUSSION:

Staff recently received a water connection and sewer connection application, from Hankito Enterprises Incorporated, for the seven properties located at the northeast corner of Nice Avenue and Turquoise Avenue in the unincorporated community of Mentone within San Bernardino County and identified as county of San Bernardino Assessor's Parcel Numbers 0298-103-14 through 0298-103-20 and as shown on Attachment B. The seven vacant parcels are located approximately 0.15 miles east of the Redlands city limits in the Mentone area. The applicant is proposing to connect each parcel to City water service and sewer service to enable the development of each parcel with a single-family residence.

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 OSC water and sewer connections;
2. Application for environmental review and a pre-annexation agreement;

Per Chapter 13.60 of the Municipal Code, OSC 23-08 is considered as a major project with seven (7) lots proposed for the future construction of single-family residences (see Attachment A and B). A major project is defined as a project consisting of five (5) or more residential dwelling units. Chapter 13.60 limits the number of water and/or sewer connections that are made to 150 residential dwelling units constructed outside the city's corporate boundaries each year. This application is the first major project to be considered this calendar year. Of the 150 allowable connections per year, the number of service connections for minor projects outside of the City is limited to 25 per year per Measure U. At this time, there have been 5 applications for minor projects with a total of eight (8)

residential water connections and seven (7) residential sewer service connections approved by the Council.

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 23-08 allows the applicant to physically connect to the water and sewer systems, which serve the public health, safety and welfare, and the best interests of the citizens of Redlands.

Consistency with the General Plan:

The subject properties are located in the Low/Medium Density land use designation of the General Plan, which supports residential uses such as single-family homes. The properties range in size between 0.192 and 0.256 acres and are currently undeveloped. The eventual use of each parcel is consistent with the City of Redlands General Plan.

Water is currently available at the intersection of Turquoise Avenue and Florence Avenue. The applicant will be required to construct a water main extension in Turquoise Avenue from Florence Avenue to Nice Avenue and from Turquoise Avenue easterly to the project boundary. Sewer is currently available in Nice Avenue. The applicant will be required to construct a sewer main extension in Turquoise Avenue from Nice Avenue northerly to the project boundary. See Attachment B for the location of existing utilities and the required main extensions.

The site is located in the County of San Bernardino and the County would be the approval authority for any future construction on these parcels due to the project location outside of the City limits. The County does not provide domestic water or sewer services to the site. The City of Redlands has the ability to provide both water and sewer services to unincorporated areas surrounding the City.

By adoption of Resolution 8499, the City Council authorizes staff to proceed with

the preparation of a Pre-Annexation Agreement for the subject properties. In the interests of expediency, a Pre-Annexation Agreement has already been prepared and is attached to Resolution No. 8500 (Attachment D). This request for a Pre-Annexation Agreement is necessary for the property owner to obtain City water service and sewer service.

Regarding General Plan Consistency, the subject properties range in size between 0.192 and 0.256 acres, and have a General Plan land use designation of Low Density Residential, which allows up to six units per acre. The applicant is working with the County of San Bernardino for the construction of a single-family residence on each parcel. Development of the sites with single-family residences will be consistent with the General Plan's land use designation as Low Density Residential. In the event that the area is annexed into the City, the properties would most appropriately be zoned Single-Family Residential (R-1) under the City's zoning code. The proposed development of each site with a single-family residential use is permitted in the R-1 District. With the adoption of Resolution No. 8499, the City Council will make a finding that Outside City Case No. 23-08 for water distribution system and sewer collection system connections for the seven described parcels in the unincorporated community of Mentone within San Bernardino County is consistent with the Redlands General Plan and the public health, safety and welfare of the citizens of Redlands.

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 and sewer service, making it possible for the property owner to develop the sites with single-family residences. 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 and sewer 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 recommendations if Council determines OSC 23-08 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
John Harris, Municipal Utilities and Engineering Director

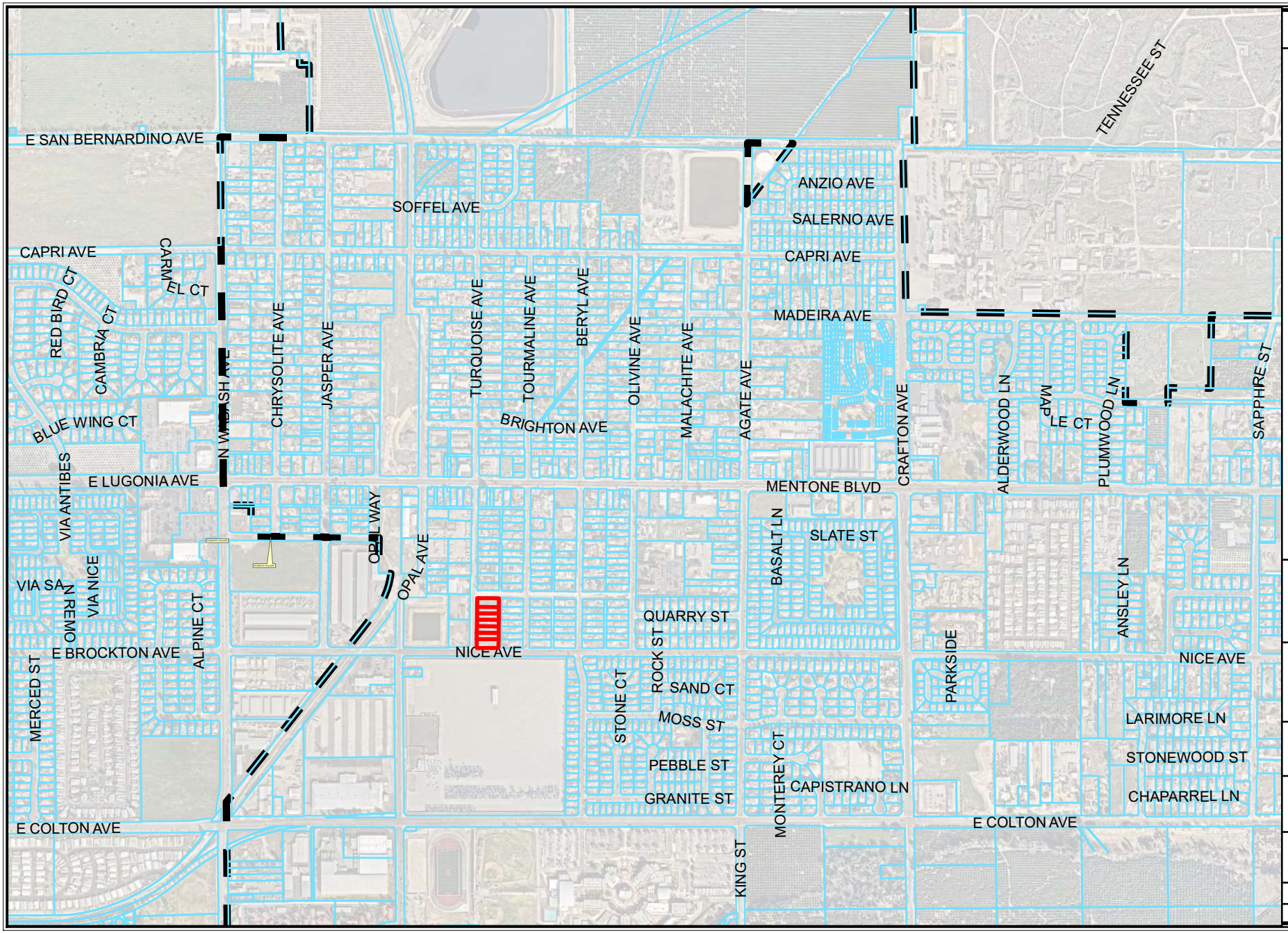
PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Fiscal Year: 23/24
Revenue Generating: Yes
Appropriation Required Y/N: No
Discussion:
The applicant has paid appropriate fees for the processing of the Outside City Case water utility service application. The applicant will be required to pay the Water Capital Improvement Charge, Water Source Charge, and associated encroachment permit fees. Additional fees will be paid by the applicant as required by Measure “U“.

Attachments

Attachment A - Location Map
Attachment B - Aerial Photograph
Resolution No. 8499
Resolution No. 8500
Exhibit A - Site Plan for Agreement
Exhibit B - Deeds for Agreement
Todd Kesseler Pre-Annexation Agreement No. 23-08



Title

OSC 23-08

Attachment A
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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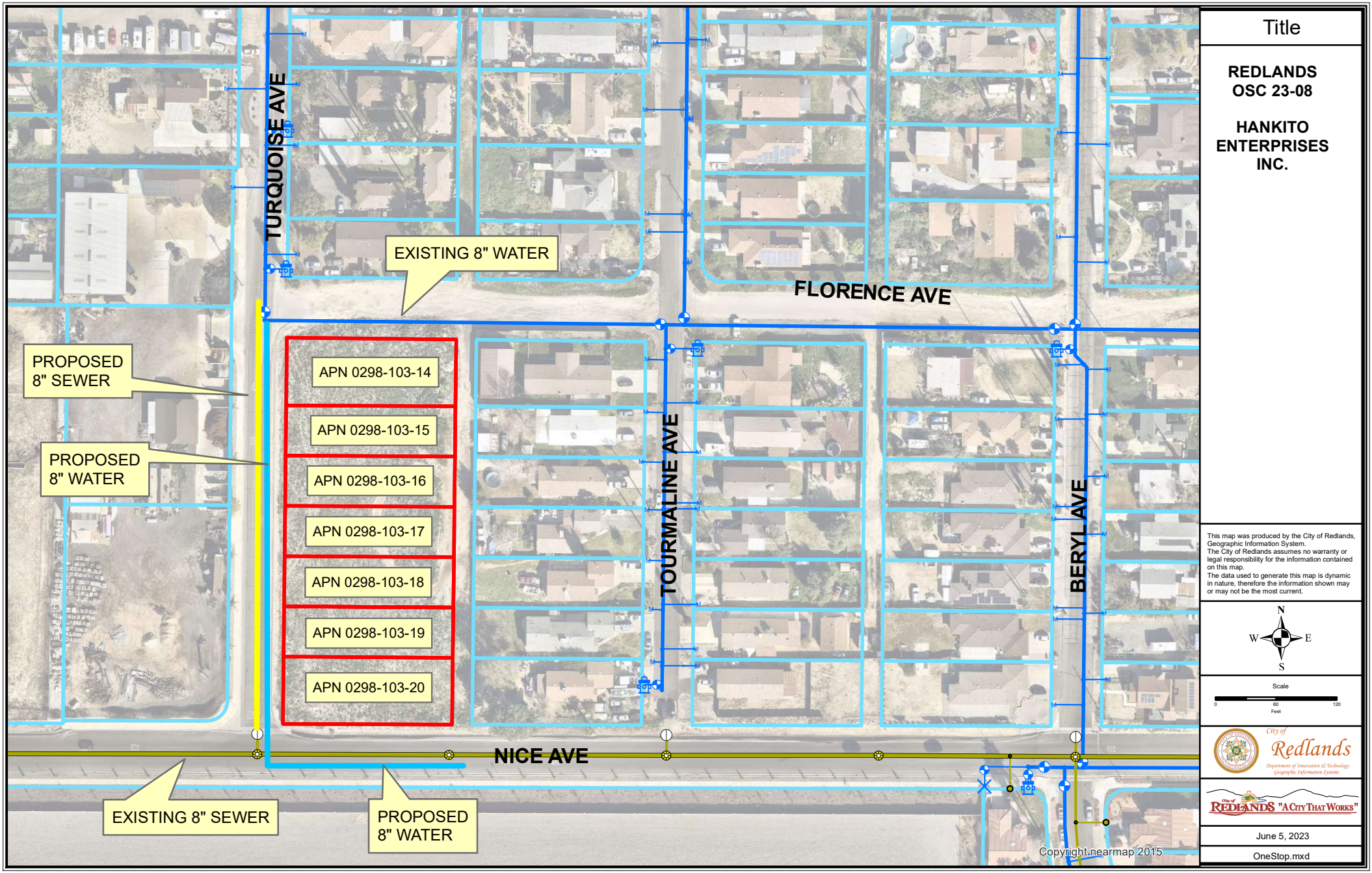
Scale
0 540 1,080
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

May 16, 2023

OneStop.mxd



Title

REDLANDS
OSC 23-08

HANKITO
ENTERPRISES
INC.

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

N
W E
S

Scale
0 60 120
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

June 5, 2023

OneStop.mxd

RESOLUTION NO. 8499

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DETERMINING OUTSIDE CITY CASE NO. 23-08 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. 23-08

WHEREAS, Hankito Enterprises, Inc has filed an application for Outside City Case No. 23-08 with the City of Redlands for water connection and sewer connections for seven proposed single family residences on seven vacant parcels located at 1188 Turquoise Avenue, 1166 Turquoise Avenue, 1150 Turquoise Avenue, 1142 Turquoise Avenue, 1134 Turquoise Avenue, 1120 Turquoise Avenue, and 1108 Turquoise Avenue in the unincorporated community of Mentone idendified as County of San Bernardino Assessor's Parcel Numbers 0298-103-14, -15, -16, -17, -18, -19, and -20; and

WHEREAS, Hankito Enterprises 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. 23-08 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 1188 Turquoise Avenue, 1166 Turquoise Avenue, 1150 Turquoise Avenue, 1142 Turquoise Avenue, 1134 Turquoise Avenue, 1120 Turquoise Avenue, and 1108 Turquoise Avenue in the unincorporated community of Mentone idendified as County of San Bernardino Assessor's Parcel Numbers 0298-103-14, -15, -16, -17, -18, -19, and -20 in the unincorporated community of Mentone.

PASSED AND ADOPTED at a meeting of the City Council of the City of Redlands held on July 25, 2023.

_____
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 25th day of July 2023, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8500

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING PRE-ANNEXATION AGREEMENT NO. 23-08, RELATED TO OUTSIDE CITY UTILITY CONNECTIONS FOR WATER SERVICE AND SEWER SERVICE FOR A VACANT LOT LOCATED AT 1188 TURQUOISE AVENUE, 1166 TURQUOISE AVENUE, 1150 TURQUOISE AVENUE, 1142 TURQUOISE AVENUE, 1142 TURQUOISE AVENUE, 1134 TURQUOISE AVENUE, 1120 TURQUOISE AVENUE, and 1108 TURQUOISE AVENUE IN THE UNINCORPORATED COMMUNITY OF MENTONE IDENTIFIED AS COUNTY OF SAN BERNARDINO ASSESSOR'S PARCEL NUMBERS 0298-103-14, -15, -16, -17, -18, -19, and -20.

WHEREAS, Hankito Enterprises filed an application for Outside City Case No. 23-08 and Pre-Annexation No. 23-08 with the City for outside City utility connections for seven vacant parcels located at 1188 Turquoise Avenue, 1166 Turquoise Avenue, 1150 Turquoise Avenue, 1142 Turquoise Avenue, 1142 Turquoise Avenue, 1134 Turquoise Avenue, 1120 Turquoise Avenue, and 1108 Turquoise Avenue in the unincorporated community of Mentone identified as County of San Bernardino Assessor's Parcel Numbers 0298-103-14, -15, -16, -17, -18, -19, and -20; and

WHEREAS, on July 18, 2023, the City Council found that Outside City Case No. 23-08 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. 23-08 (Exhibit A) for the provision of water service and sewer service to enable development of a vacant lot located at 1188 Turquoise Avenue, 1166 Turquoise Avenue, 1150 Turquoise Avenue, 1142 Turquoise Avenue, 1142 Turquoise Avenue, 1134 Turquoise Avenue, 1120 Turquoise Avenue, and 1108 Turquoise Avenue in the unincorporated community of Mentone identified as County of San Bernardino Assessor's Parcel Numbers 0298-103-14, -15, -16, -17, -18, -19, and -20.

ADOPTED, SIGNED AND APPROVED this 25th day of July 2023.

_____
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 25th day of July 2023, by the following vote:

AYES:
NOES:
ABSENT:

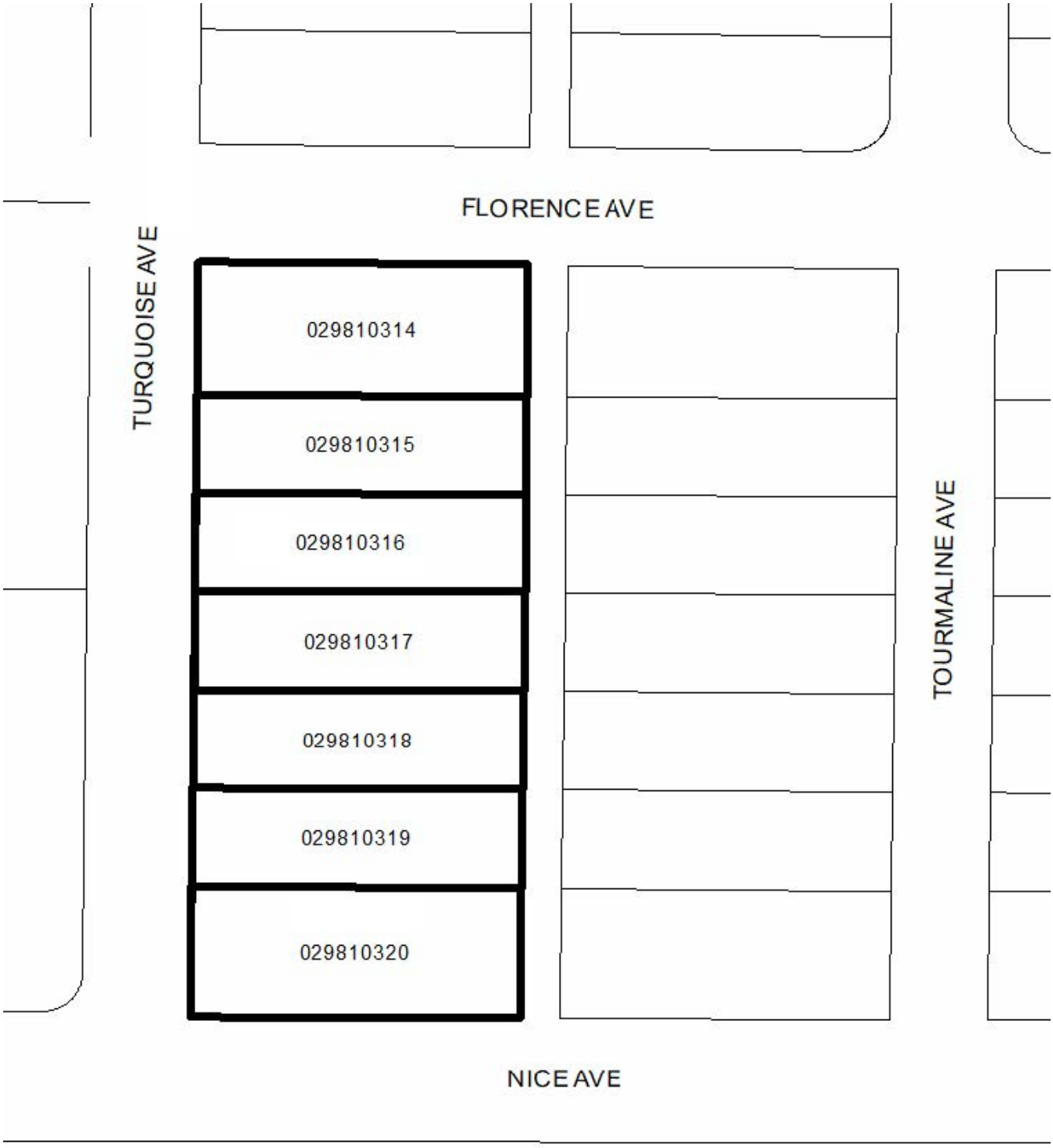
_____
Jeanne Donaldson, City Clerk

EXHIBIT A

Pre-Annexation Agreement

Site Plan

Turquoise Avenue & Mentone Avenue
Mentone, CA
Annexation Agreement



6

Electronically
Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

DOC# 2023-0096243

04/21/2023 03:27 PM	Titles: 1	Pages: 4
SAN	Fees	$25.00
	Taxes	$0.00
B9246	CA SB2 Fee	$75.00
	Total	$100.00

RECORDING REQUESTED BY:
CHICAGO TITLE COMPANY
COMMERCIAL DIVISION
When Recorded Mail Document and Tax Statement To:

Hankito Enterprises, Inc.
25860 Caravan
Menifee, CA 92584

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 0298-103-14-0000

GRANT DEED

The undersigned grantor(s) declare(s)

☑ This transfer is exempt from the documentary transfer tax.
This conveyance confirms title to the grantee(s) who continue to hold the same interest acquired on Date 06/15/2022, Document No. 2022-216529 wherein $357.50 Documentary Transfer Tax was paid, R & T 11911.

☑ The documentary transfer tax is $ 0 and is computed on:
- ☐ the full value of the interest or property conveyed.
- ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☑ the Unincorporated Area of San Bernardino.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hankito Enterprises Inc., a California Corporation

hereby GRANT(S) to Hankito Enterprises Inc., a California Corporation

the following described real property in the City of Mentone, County of San Bernardino, State of California.

PROPERTY COMMONLY KNOWN AS: 1188 Turquoise Ave Mentone Ca 92359

See Exhibit "A" attached hereto and made a part hereof.

Dated: April 10, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Hankito Enterprises Inc., a California Corporation

This instrument filed for record by Chicago Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

BY: _____
Bill Cavanaugh, Tresurer

BY: _____
Todd Kesseler, President

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 San Diego

On APRIL 11, 2023 before me, Colleen Gallagher Reagan, Notary Public,
(here insert name and title of the officer)

personally appeared BILL CAVANAUGH,
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.

Colleen G. Reagan
Signature

COLLEEN GALLAGHER REAGAN
Notary Public - California
San Diego County
Commission # 2345566
My Comm. Expires Feb 7, 2025

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside } S.S.

On April 15TH 2023 before me, Isabella Suklja, Notary Public,
Name of Notary Public, Title

personally appeared Todd Kesseler
Name of Signer (1)

Name of Signer (2)

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 of Notary Public

ISABELLA SUKLJA
COMM. # 2357174
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY.
My Comm. Expires: MAY 11,2026
Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Grant Deed- APN# 0298-103-14-0000,

containing _____ pages, and dated 04/10/2023.

The signer(s) capacity or authority is/are as:

- ☑ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☑ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: 951-301-7070

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 1, INCLUSIVE, BLOCK 46, TOWN OF MENTONE, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE EASTERLY 15 FEET OF TURQUOISE AVENUE, ADJOINING ON THE WEST, AS VACATED BY RESOLUTION OF BOARD OF SUPERVISORS, SAN BERNARDINO COUNTY, RECORDED NOVEMBER 4, 1943 IN BOOK 1641, PAGE 122, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 0298-103-14-0000

7

Electronically
Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

DOC# 2023-0096244

04/21/2023 03:27 PM	Titles: 1	Pages: 4	
SAN	Fees		$25.00
	Taxes		$0.00
B9246	CA SB2 Fee		$75.00
	Total		$100.00

RECORDING REQUESTED BY:
CHICAGO TITLE COMPANY
COMMERCIAL DIVISION
When Recorded Mail Document and Tax Statement To:

Hankito Enterprises, Inc.
25860 Caravan
Menifee, CA 92584

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 0298-103-15-0000

GRANT DEED

The undersigned grantor(s) declare(s)

☑ This transfer is exempt from the documentary transfer tax.
This conveyance confirms title to the grantee(s) who continue to hold the same interest acquired on Date 06/15/2022, Document No. 2022-216529 wherein $357.50 Documentary Transfer Tax was paid, R & T 11911.

☑ The documentary transfer tax is $ Ø and is computed on:
- ☐ the full value of the interest or property conveyed.
- ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☑ the Unincorporated Area of San Bernardino.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hankito Enterprises Inc., a California Corporation

hereby GRANT(S) to Hankito Enterprises Inc., a California Corporation

the following described real property in the City of Mentone, County of San Bernardino, State of California.

PROPERTY COMMONLY KNOWN AS: 1166 Turquoise Ave Mentone Ca 92359

See Exhibit "A" attached hereto and made a part hereof.

Dated: April 10, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Hankito Enterprises Inc., a California Corporation

This instrument filed for record by Chicago Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

BY: _____
Bill Cavanaugh, Tresurer

BY: _____
Todd Kesseler, President

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 San Diego

On APRIL 11, 2023 before me, Colleen Gallagher Reagan, Notary Public,
(here insert name and title of the officer)

personally appeared BILL Cavanaugh,
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.

Colleen G. Reagan
Signature

COLLEEN GALLAGHER REAGAN
Notary Public - California
San Diego County
Commission # 2345566
My Comm. Expires Feb 7, 2025

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside } s.s.

On April 15TH 2023 before me, Isabella Suklja, Notary Public,
Name of Notary Public, Title

personally appeared Todd Kesseler
Name of Signer (1)

Name of Signer (2)

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 of Notary Public

ISABELLA SUKLJA
COMM. # 2357174
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires: MAY 11,2026

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Grant Deed - APN # 0298-103-15-0000,

containing _____ pages, and dated 04/10/2023.

The signer(s) capacity or authority is/are as:

- ☑ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☑ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: 951-301-7070

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 2, INCLUSIVE, BLOCK 46, TOWN OF MENTONE, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE EASTERLY 15 FEET OF TURQUOISE AVENUE, ADJOINING ON THE WEST, AS VACATED BY RESOLUTION OF BOARD OF SUPERVISORS, SAN BERNARDINO COUNTY, RECORDED NOVEMBER 4, 1943 IN BOOK 1641, PAGE 122, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 0298-103-15-0000

3

Electronically
Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

DOC# 2023-0096240

04/21/2023
03:27 PM
SAN

B9246

Titles: 1 Pages: 4

Fees	$25.00
Taxes	$0.00
CA SB2 Fee	$75.00
Total	$100.00

RECORDING REQUESTED BY:
CHICAGO TITLE COMPANY
COMMERCIAL DIVISION

When Recorded Mail Document and Tax Statement To:

Hankito Enterprises, Inc.
25860 Caravan
Menifee, CA 92584

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 0298-103-16-0000

GRANT DEED

The undersigned grantor(s) declare(s)

☑ This transfer is exempt from the documentary transfer tax.
This conveyance confirms title to the grantee(s) who continue to hold the same interest acquired on Date 06/15/2022, Document No. 2022-216529 wherein $357.50 Documentary Transfer Tax was paid, R & T 11911.

☑ The documentary transfer tax is $ 0 and is computed on:
- ☐ the full value of the interest or property conveyed.
- ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☑ the Unincorporated Area of San Bernardino.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hankito Enterprises Inc., a California Corporation

hereby GRANT(S) to Hankito Enterprises Inc., a California Corporation

the following described real property in the City of Mentone, County of San Bernardino, State of California.

PROPERTY COMMONLY KNOWN AS: 1150 Turquoise Ave Mentone Ca 92359

See Exhibit "A" attached hereto and made a part hereof.

Dated: April 10, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Hankito Enterprises Inc., a California Corporation

This instrument filed for record by Chicago Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

BY: _____
Bill Cavanaugh, Treasurer

BY: _____
Todd Kesseler, President

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 San Diego

On APRIL 11, 2023 before me, COLLEEN GALLAGHER REAGAN, Notary Public,
(here insert name and title of the officer)

personally appeared BILL CAVANAUGH,
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.

Colleen G. Reagan
Signature

COLLEEN GALLAGHER REAGAN
Notary Public - California
San Diego County
Commission # 2345566
My Comm. Expires Feb 7, 2025

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside } S.S.

On April 15th 2023 before me, Isabella Suklja, Notary Public,
Name of Notary Public, Title

personally appeared Todd Kesseler
Name of Signer (1)

Name of Signer (2)

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 of Notary Public

ISABELLA SUKLJA
COMM. # 2357174
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires: MAY 11,2025
Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Grant Deed - APN # 0298-103-16-0000,

containing _____ pages, and dated 04/10/2023.

The signer(s) capacity or authority is/are as:

- ☑ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☑ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: 951-301-7070

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 3, INCLUSIVE, BLOCK 46, TOWN OF MENTONE, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE EASTERLY 15 FEET OF TURQUOISE AVENUE, ADJOINING ON THE WEST, AS VACATED BY RESOLUTION OF BOARD OF SUPERVISORS, SAN BERNARDINO COUNTY, RECORDED NOVEMBER 4, 1943 IN BOOK 1641, PAGE 122, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 0298-103-16-0000

2

Electronically
Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

DOC# 2023-0096239

04/21/2023 03:27 PM	Titles: 1	Pages: 4
SAN	Fees	$25.00
	Taxes	$0.00
B9246	CA SB2 Fee	$75.00
	Total	$100.00

RECORDING REQUESTED BY:
CHICAGO TITLE COMPANY
COMMERCIAL DIVISION
When Recorded Mail Document and Tax Statement To:

Hankito Enterprises, Inc.
25860 Caravan
Menifee, CA 92584

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 0298-103-17-0000

GRANT DEED

The undersigned grantor(s) declare(s)

☑ This transfer is exempt from the documentary transfer tax.
This conveyance confirms title to the grantee(s) who continue to hold the same interest acquired on Date 06/15/2022, Document No. 2022-216529 wherein $357.50 Documentary Transfer Tax was paid, R & T 11911.
☑ The documentary transfer tax is $ 0 and is computed on:
☐ the full value of the interest or property conveyed.
☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the Unincorporated Area of San Bernardino.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hankito Enterprises Inc., a California Corporation

hereby GRANT(S) to Hankito Enterprises Inc., a California Corporation

the following described real property in the City of Mentone, County of San Bernardino, State of California.

PROPERTY COMMONLY KNOWN AS: 1142 Turquoise Ave Mentone Ca 92359

See Exhibit "A" attached hereto and made a part hereof.

Dated: April 10, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Hankito Enterprises Inc., a California Corporation

This instrument filed for record by Chicago Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

BY: _____
Bill Cavanaugh, Tresurer

BY: _____
Todd Kesseler, President

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 San Diego

On APRIL 11, 2023 before me, COLLEEN GALLAGHER REAGAN, Notary Public,
(here insert name and title of the officer)

personally appeared BILL CAVANAUGH,
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.

Colleen G. Reagan
Signature

COLLEEN GALLAGHER REAGAN
Notary Public - California
San Diego County
Commission # 2345566
My Comm. Expires Feb 7, 2025

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside } s.s.

On April 15TH 2023 before me, Isabella Suklja, Notary Public,
Name of Notary Public, Title

personally appeared Todd Kesseler
Name of Signer (1)

Name of Signer (2)

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 of Notary Public

ISABELLA SUKLJA
COMM. # 2357174
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires: MAY 11,2025

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Grant Deed- APN 0298-103-17-0000,

containing _____ pages, and dated 04/10/2023.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☑ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: 951-301-7070

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 4, INCLUSIVE, BLOCK 46, TOWN OF MENTONE, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE EASTERLY 15 FEET OF TURQUOISE AVENUE, ADJOINING ON THE WEST, AS VACATED BY RESOLUTION OF BOARD OF SUPERVISORS, SAN BERNARDINO COUNTY, RECORDED NOVEMBER 4, 1943 IN BOOK 1641, PAGE 122, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 0298-103-17-0000

Electronically
Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

DOC# 2023-0096238

04/21/2023 03:27 PM	Titles: 1	Pages: 4	
SAN	Fees		$25.00
	Taxes		$0.00
B9246	CA SB2 Fee		$75.00
	Total		$100.00

RECORDING REQUESTED BY:
CHICAGO TITLE COMPANY
COMMERCIAL DIVISION

When Recorded Mail Document and Tax Statement To:

Hankito Enterprises, Inc.
25860 Caravan
Menifee, CA 92584

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 0298-103-18-0000

GRANT DEED

The undersigned grantor(s) declare(s)

☑ This transfer is exempt from the documentary transfer tax.
This conveyance confirms title to the grantee(s) who continue to hold the same interest acquired on Date 06/15/2022, Document No. 2022-216529 wherein $357.50 Documentary Transfer Tax was paid, R & T 11911.

☑ The documentary transfer tax is $0 and is computed on:
- ☐ the full value of the interest or property conveyed.
- ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☑ the Unincorporated Area of San Bernardino.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hankito Enterprises Inc., a California Corporation

hereby GRANT(S) to Hankito Enterprises Inc., a California Corporation

the following described real property in the City of Mentone, County of San Bernardino, State of California.

PROPERTY COMMONLY KNOWN AS: 1134 Turquoise Ave Mentone Ca 92359

See Exhibit "A" attached hereto and made a part hereof.

Dated: April 10, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Hankito Enterprises Inc., a California Corporation

This instrument filed for record by Chicago Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

BY: _____
Bill Cavanaugh, Treasurer

BY: _____
Todd Kesseler, President

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 San Diego

On APRIL 11, 2023 before me, COLLEEN GALLAGHER REAGAN, Notary Public,
(here insert name and title of the officer)

personally appeared BILL CAVANAUGH,
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.

Colleen G. Reagan
Signature

COLLEEN GALLAGHER REAGAN
Notary Public - California
San Diego County
Commission # 2345566
My Comm. Expires Feb 7, 2025

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside } S.S.

On April 15TH 2023 before me, Isabella Suklja, Notary Public,
Name of Notary Public, Title

personally appeared Todd Kesseler
Name of Signer (1)

Name of Signer (2)

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 of Notary Public

ISABELLA SUKLJA
COMM. # 2357174
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires: MAY 11,2025

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Grant Deed - APN 0298-103-18-0000, containing 3+pck pages, and dated 04/10/2023.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☑ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: 951-301-7070

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 5, INCLUSIVE, BLOCK 46, TOWN OF MENTONE, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE EASTERLY 15 FEET OF TURQUOISE AVENUE, ADJOINING ON THE WEST, AS VACATED BY RESOLUTION OF BOARD OF SUPERVISORS, SAN BERNARDINO COUNTY, RECORDED NOVEMBER 4, 1943 IN BOOK 1641, PAGE 122, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 0298-103-18-0000

5

Electronically
Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

DOC# 2023-0096242

04/21/2023 03:27 PM	Titles: 1	Pages: 4
SAN	Fees	$25.00
	Taxes	$0.00
B9246	CA SB2 Fee	$75.00
	Total	$100.00

RECORDING REQUESTED BY:
CHICAGO TITLE COMPANY
COMMERCIAL DIVISION
When Recorded Mail Document and Tax Statement To:

Hankito Enterprises, Inc.
25860 Caravan
Menifee, CA 92584

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 0298-103-19-0000

GRANT DEED

The undersigned grantor(s) declare(s)

☑ This transfer is exempt from the documentary transfer tax.
This conveyance confirms title to the grantee(s) who continue to hold the same interest acquired on Date 06/15/2022, Document No. 2022-216529 wherein $357.50 Documentary Transfer Tax was paid, R & T 11911.
☑ The documentary transfer tax is $ 0 and is computed on:
☐ the full value of the interest or property conveyed.
☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☑ the Unincorporated Area of San Bernardino.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hankito Enterprises Inc., a California Corporation

hereby GRANT(S) to Hankito Enterprises Inc., a California Corporation

the following described real property in the City of Mentone, County of San Bernardino, State of California.

PROPERTY COMMONLY KNOWN AS: 1120 Turquoise Ave Mentone Ca 92359

See Exhibit "A" attached hereto and made a part hereof.

Dated: April 10, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Hankito Enterprises Inc., a California Corporation

This instrument filed for record by Chicago Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

BY: _____
Bill Cavanaugh, Treasurer

BY: _____
Todd Kesseler, President

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 San Diego

On APRIL 11, 2023 before me, Colleen Gallagher Reagan, Notary Public,
(here insert name and title of the officer)

personally appeared Bill Cavanaugh,
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.

Colleen G. Reagan
Signature

COLLEEN GALLAGHER REAGAN
Notary Public - California
San Diego County
Commission # 2345566
My Comm. Expires Feb 7, 2025

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside } s.s.

On April 15TH 2023 before me, Isabella Suklja, Notary Public,
Name of Notary Public, Title

personally appeared Todd Kesseler
Name of Signer (1)

~~Name of Signer~~ (2)

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 of Notary Public

ISABELLA SUKLJA
COMM. # 2357174
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires: MAY 11,2025

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Grant Deed · APN# 0298-103-19-0000, containing ____ pages, and dated 04/10/2023.

The signer(s) capacity or authority is/are as:

- ☑ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) ____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: ____

representing: ____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☑ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # ____ Entry # ____

Notary contact: 951-301-7070

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ ____

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EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 6, INCLUSIVE, BLOCK 46, TOWN OF MENTONE, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE EASTERLY 15 FEET OF TURQUOISE AVENUE, ADJOINING ON THE WEST, AS VACATED BY RESOLUTION OF BOARD OF SUPERVISORS, SAN BERNARDINO COUNTY, RECORDED NOVEMBER 4, 1943 IN BOOK 1641, PAGE 122, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 0298-103-19-0000

4

Electronically
Recorded in Official Records
San Bernardino County

Assessor-Recorder-County Clerk

DOC# 2023-0096241

04/21/2023
03:27 PM
SAN

B9246

Titles: 1 Pages: 4

Fees	$25.00
Taxes	$0.00
CA SB2 Fee	$75.00
Total	$100.00

RECORDING REQUESTED BY:
CHICAGO TITLE COMPANY
COMMERCIAL DIVISION
When Recorded Mail Document and Tax Statement To:

Hankito Enterprises, Inc.
25860 Caravan
Menifee, CA 92584

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 0298-103-20-0000

GRANT DEED

The undersigned grantor(s) declare(s)

☑ This transfer is exempt from the documentary transfer tax.
This conveyance confirms title to the grantee(s) who continue to hold the same interest acquired on Date 06/15/2022, Document No. 2022-216529 wherein $357.50 Documentary Transfer Tax was paid, R & T 11911.

☑ The documentary transfer tax is $ Ø and is computed on:
- ☐ the full value of the interest or property conveyed.
- ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☑ the Unincorporated Area of San Bernardino.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Hankito Enterprises Inc., a California Corporation

hereby GRANT(S) to Hankito Enterprises Inc., a California Corporation

the following described real property in the City of Mentone, County of San Bernardino, State of California.

PROPERTY COMMONLY KNOWN AS: 1108 Turquoise Ave Mentone Ca 92359

See Exhibit "A" attached hereto and made a part hereof.

Dated: April 10, 2023

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Hankito Enterprises Inc., a California Corporation

This instrument filed for record by Chicago Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

BY: _____
Bill Cavanaugh, Treasurer

BY: _____
Todd Kesseler, President

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 San Diego

On APRIL 11, 2023 before me, Colleen Gallagher Reagan, Notary Public,
(here insert name and title of the officer)

personally appeared Bill Cavanaugh,
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.

Colleen G. Reagan
Signature

COLLEEN GALLAGHER REAGAN
Notary Public - California
San Diego County
Commission # 2345566
My Comm. Expires Feb 7, 2025

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On April 15TH 2023 before me, Isabella Suklja, Notary Public,
Name of Notary Public, Title

personally appeared Todd Kesseler
Name of Signer (1)

Name of Signer (2)

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 of Notary Public

ISABELLA SUKLJA
COMM. # 2357174
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires: MAY 11,2025

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Grant Deed - APN # 0298-103-20-0000,

containing _____ pages, and dated 04/10/2023.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☑ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: 951-301-7070

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 7, INCLUSIVE, BLOCK 46, TOWN OF MENTONE, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGE 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE EASTERLY 15 FEET OF TURQUOISE AVENUE, ADJOINING ON THE WEST, AS VACATED BY RESOLUTION OF BOARD OF SUPERVISORS, SAN BERNARDINO COUNTY, RECORDED NOVEMBER 4, 1943 IN BOOK 1641, PAGE 122, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 0298-103-20-0000

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

(THIS SPACE FOR RECORDER'S USE ONLY)

EXEMPT FROM FEES PER GOVERNMENT CODE SECTION 27388.1

AGREEMENT FOR ANNEXATION AND PROVISION FOR CITY UTILITY SERVICES

This Agreement for Annexation and Provision of City Utility Services ("Agreement") is made and entered into this 25th day of July 2023 by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California ("City") and Hankito Enterprises, Inc., ("Property Owner"). City and Property Owner are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, to provide for orderly planning, City (1) has the authority pursuant to Government Code sections 65300 and 65301 to include within its General Plan property outside its boundaries which is in City's sphere of influence or, which in City's judgment, bears a relation to its strategic planning, and (2) also has the authority pursuant to Government Code section 65859 to pre-zone property within its sphere of influence for the purpose of determining the zoning designation that will apply to such property in the event of a subsequent annexation of the property to City; and

WHEREAS, California case law, including but not limited to, *Dateline Builders, Inc. v. City of Santa Rosa* (1983) 146 Cal. App. 3d, 520 and *County of Del Norte v. City of Crescent City* (1999) which state in relevant part that it is not against the law or public policy for a city or county to use utilities as a tool to manage growth, provides that a city has no obligation, and may use its sole discretion, to extend utility services outside its corporate boundaries; and

WHEREAS, Property Owner owns seven vacant parcels of land generally located at northeast corner of Nice Avenue and Turquoise Avenue, Mentone, CA 92359 and identified as county of San Bernardino Assessor's Parcel Numbers 0298-103-14-0000, 0298-103-15-0000, 0298-103-16-0000, 0298-103-17-0000, 0298-103-18-0000, 0298-103-19-0000, and 0298-103-20-0000 ("Properties") in the unincorporated area of the county of San Bernardino within the City's sphere of influence, as described in Exhibit "A" titled "Site Plan" and Exhibit "B" titled "Grant

Deed" has made a request and application to City to receive water and sewer services for properties located in the unincorporated area of the county of San Bernardino, and has provided evidence satisfactory to City that Property Owner is the fee owner of the Property; and

WHEREAS, Government Code section 56133 authorizes the City to provide new or extended utility services by contract outside its jurisdictional boundaries if it first receives written approval from the Local Agency Formation Commission for San Bernardino County ("LAFCO"), and provides that LAFCO may authorize City to provide such services within City's sphere of influence in anticipation of a later change of organization; and

WHEREAS, City's General Plan and Chapter 13.60 of the Redlands Municipal Code establish policies and procedures for the approval of City utility services to properties located within the City's sphere of influence and require, among other things, the owner of the properties to be served to enter into an agreement, and record the same in the official records of the county of San Bernardino, requiring the property owner to annex the properties to City upon certain conditions; and

WHEREAS, City has prepared a General Plan for the unincorporated area in which the Properties are located to provide for the orderly planning of such area, and has determined that the proposed development of the Properties is consistent with the goals and policies of City's General Plan; and

WHEREAS, it is the policy and goal of City to discourage and not facilitate development in City's sphere of influence which is unwilling and/or fails to comply with City's General Plan and City's development standards by refusing to extend utility services in such instances; and

WHEREAS, pursuant to the requirements of Chapter 13.60 of the Redlands Municipal Code and in consideration for City's agreement to extend utility services outside its jurisdictional boundaries to the Properties, Property Owner has entered into this Agreement to provide assurances to City that connection to City's domestic water and sewer systems will occur in accordance with the Redlands General Plan and the development standards of the Redlands Municipal Code, and that the Properties shall be annexed to City in accordance with this Agreement's terms, provisions and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and Property Owner agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct.

2. Provision of Utility Services. City agrees to provide domestic water and sewer services to the Properties consistent with the terms and conditions of this Agreement, provided that the connection complies with all rules and regulations of City governing the extension and provision of utility services to properties located outside City's boundaries at the time a request by Property Owner for application for water and sewer connection is approved by City's Municipal Utilities and Engineering Department. Nothing herein represents a commitment by City to provide such service

unless and until Property Owner complies with all such rules and regulations. As a condition of approval of an application for water and sewer connection, and prior to receiving any service, Property Owner agrees to pay the full cost of such service as established by City for the extension of utility services to the Properties.

3. Agreement to Develop by City Standards. In consideration of City's agreement to provide City water and sewer services to the Properties, Property Owner shall develop the Properties in accordance with the Redlands General Plan and any applicable development standards of the Redlands Municipal Code.

4. Agreement to Annex. In consideration of City's agreement to provide City water and sewer services to the Properties, Property Owner hereby irrevocably consents to annexation of the Properties to City and agrees it shall take any and all reasonable and necessary actions, and fully and in good faith cooperate with City, to cause the annexation of the Properties to City. Property Owner and City agree that in the event City initiates an annexation of the Properties, City shall be responsible for the costs of such annexation. In all other instances where the annexation of the Properties is proposed to City, Property Owner shall be responsible for such costs.

5. Payment of Fees. As a condition of receiving domestic water service from City, Property Owner shall pay to City all then-established applicable development impact fees, water acquisition fees, and user fees specifically for such domestic water service.

6. Taxes and Assessments. Property Owner hereby consents to the imposition of, and agrees that Property Owner shall pay, all taxes and assessments imposed and/or levied by City which may be applicable to the Properties at the time the Properties are annexed to City.

7. Recordation. By entering into this Agreement, Property Owner and City acknowledge and agree that, among other things, it is the express intention of the Parties that any and all successors in interest, assigns, heirs and executors of Properties Owner shall have actual and constructive notice of Property Owner's obligations under, and the benefits and burdens of, this Agreement. Therefore, this Agreement and any amendments hereof, shall be recorded in the official records of the county of San Bernardino. Property Owner further agrees that City shall, at the sole cost of Property Owner, have the right to cause the recordation of this Agreement.

8. Breach/Failure to Annex In the event Property Owner fails to comply with its obligations under this Agreement or takes any action to protest, challenge, contravene or otherwise breach any of its obligations or representations under this Agreement, City shall have the right to, without any liability whatsoever, cease the provision of City utility services to the Properties. This right shall be in addition to any other legal or equitable relief available to City.

9. Not a Partnership. The Parties specifically acknowledge that Property Owner's development of the Properties is a private project, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint-venture or other association of any kind is formed by this Agreement. The only relationship between City and Property Owner is that of a governmental entity regulating the development of private property and the owner of such property.

10. Indemnity and Cost of Litigation.

A. Property Owner agrees to and shall hold City, and its elected and appointed officials, officers, agents, and employees free and harmless from any and all liability for damage or claims for damage for personal injury, including death, and claims for property damage which may arise from the operations, errors, or omissions of Property Owner or those of its contractors, subcontractors, agents, employees or any other persons acting on Property Owner's behalf which relate to development of the Properties. Property Owner agrees to and shall defend, indemnify and hold harmless City, its elected officials, officers, agents, employees and representatives from all actions for damages caused or alleged to have been caused by reason of Property Owner's acts, errors or omissions in connection with the development of the Properties. This hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of Property Owner's or its representatives' acts, errors or omissions regardless of whether or not City supplied, prepared or approved plans or specifications relating to the development of the Properties and regardless of whether or not any insurance policies of Property Owner relating to such development are applicable.

B. Property Owner shall defend, at its expense, including attorneys' fees, indemnify and hold harmless City, and its elected and appointed officials, officers, agents and employees from any claim, action or proceeding against any of them to attack, set aside, void or annual the approval of this Agreement or the approval of any permit or entitlement granted in furtherance of this Agreement. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding.

11. Liquidated Damages. In the event that the properties are not annexed to City in accordance with the terms of the Agreement, the then existing owner of the Properties shall pay each year to City, as liquidated damages, a sum equal to the properties taxes and any sales taxes the City would have received had the Properties been annexed. Failure to make such liquidated damages payments shall be good cause for City to cease service to the Properties.

12. Section Headings. All section headings and sub-headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of California.

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

15. Binding Effect. The burdens of this Agreement bind and the benefits of this Agreement inure to the assigns and successors in interest of the Parties.

16. Authority to Execute. The person or persons executing this Agreement warrant and represent that they have the authority to execute this Agreement on behalf of the legal, fee title owner of the Properties.

17. Waiver and Release. Property Owner hereby waives and releases any and all claims it may have against City, and its elected and appointed officials, officers, employees and agents with respect to any City actions or omissions relating to the development of the Properties, and the Parties' entry into, and execution of, this Agreement. Property Owner makes such waiver and release with full knowledge of Civil Code Section 1542, and hereby waives any and all rights thereunder to the extent of this waiver and release, of such Section 1542 is applicable. Civil Code Section 1542 provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

18. Construction. The Parties agree that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The Parties further agree that this Agreement represents a voluntary "arms-length" transaction agreed to by and between the Parties and that each Party has had the opportunity to consult with legal counsel regarding the terms, conditions and effect of this Agreement.

19. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties as to the matters contained herein, and there are no oral or written representations, understandings or ancillary covenants or agreements which are not contained or expressly referenced herein, and no testimony or evidence of any such representations, understandings or covenants shall be admissible in any preceding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

PROPERTY OWNER

By: _____
Todd Kesseler
Hankito Enterprises,Inc., Owner

EXHIBIT “A”

SITE PLAN

EXHIBIT “B”

GRANT DEED

City Council Meeting **F. 11.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8495 for the Fiscal Year 23/24 through Fiscal Year 27/28 Five Year Measure I Capital Improvement Plan, and determine that the project is exempt under 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 the City Council determine that adoption of Resolution No. 8495 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to adopt Resolution No. 8495.

RECOMMENDATION:

Staff recommends that City Council determine that adoption of Resolution No. 8495 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, and approve Resolution No. 8495.

DISCUSSION:

In November 1989, San Bernardino County voters approved passage of Measure I, which imposes a one-half of one percent (0.5%) retail transactions and use tax. At the time of approval, the Measure I tax was scheduled to be in place through 2010. San Bernardino County voters approved renewal of Measure I in November 2004 for a period of thirty (30) additional years.

Measure I requires each local jurisdiction receiving Measure I revenues to adopt a Five-Year Capital Improvement Plan (CIP) listing the projects that will be funded or partially funded through Measure I annually. Streets identified for improvement in the Five-Year CIP are determined through the City's Pavement Management Program (PMP), which was adopted by City Council in April 2020. Street segments are programmed into the City's annual street resurfacing project based on the PMP recommendations.

Each year, street improvement priorities are subject to change for various reasons, such as subsurface utility failures, weather-related issues such as earthquakes or flooding, cost, and new technologies. When priorities change, an updated Five-Year CIP must be submitted to the San Bernardino County Transportation Authority (SBCTA) in order to meet Measure I reporting requirements. Jurisdictions are not bound by the Five-Year CIP, and the plan may be revised at any time, as long as the revisions are reported by June 30.

Adoption of Resolution No. 8495 is exempt from environmental review in accordance with Section 15061(b)(3) of the California Environmental Quality Act, as it can be seen with certainty that approval of this Resolution has no potential to cause a significant impact on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation, although doing so prevents the City from receiving Measure I funding.

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:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Discussion:

The estimated Measure I revenue throughout the Five-Year CIP horizon is $10,110,567. Generally, Measure I revenues received by the City average approximately $2 million annually.

Attachments

Resolution No. 8495

Exhibit A to the Resolution

RESOLUTION NO. 8495

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING THE MEASURE I FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2023/2024 THROUGH 2027/2028

WHEREAS, San Bernardino County voters initially approved passage of Measure I in 1989, and approved renewal of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority ("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 until year 2040; 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 the Local Street Program of the Authority to annually adopt and update a Five-Year Capital Improvement Plan; and

WHEREAS, California Public Utilities Code 190300 and San Bernardino Transportation Authority Ordinance No. 04-1 require each local jurisdiction to maintain General Fund expenditures for transportation-related construction and maintenance activities at the required maintenance of effort base year level in each fiscal year of the adopted Five-Year Capital Improvement Plan, which for the City of Redlands is eight hundred forty-five thousand eight hundred sixty-six dollars ($845,866);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. This City Council determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 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 Improvement Plan will have no physical effect on the environment.

Section 2. That the Measure I Five-Year Capital Improvement Plan, attached to this Resolution as Exhibit "A," is hereby adopted.

ADOPTED, SIGNED AND APPROVED this 25th day of July 2023.

ATTEST: Eddie Tejeda, Mayor

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 25th day of July 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

CITY OF REDLANDS

MEASURE I CAPITAL IMPROVEMENT PLAN

EXPENDITURE STRATEGY
Fiscal Year 2023/2024 to 2027/2028

The City of Redlands intends to use Measure I dollars to partially fund the City's City Council-approved Pavement Management Program (PMP). The City's Pavement Management Program, which provides a decision making matrix in identifying streets that are priority paving projects, will be used to determine future Measure I Capital Improvement Plans.

Measure I Local Pass-through Program
REVISED REVENUE ESTIMATES FOR FY2022/2023 thru FY2027/2028
Valley Subarea

VALLEY SUBAREA	Population Distribution Percentage	Estimated Annual Local Pass-Through Amount						Total FY23/24 through FY27/28
		REV FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	
Chino	5.81%	$ 2,453,733	$ 2,430,358	$ 2,487,787	$ 2,560,428	$ 2,635,178	$ 2,712,100	$ 12,825,851
Chino Hills	4.92%	$ 2,077,860	$ 2,058,066	$ 2,106,697	$ 2,168,211	$ 2,231,511	$ 2,296,649	$ 10,861,134
Colton	3.38%	$ 1,427,473	$ 1,413,875	$ 1,447,284	$ 1,489,543	$ 1,533,030	$ 1,577,779	$ 7,461,510
Fontana	13.43%	$ 5,671,883	$ 5,617,851	$ 5,750,598	$ 5,918,510	$ 6,091,299	$ 6,269,105	$ 29,647,363
Grand Terrace	0.82%	$ 346,310	$ 343,011	$ 351,116	$ 361,368	$ 371,918	$ 382,775	$ 1,810,189
Highland	3.57%	$ 1,507,716	$ 1,493,353	$ 1,528,640	$ 1,573,275	$ 1,619,206	$ 1,666,471	$ 7,880,945
Loma Linda	1.60%	$ 675,727	$ 669,290	$ 685,105	$ 705,109	$ 725,695	$ 746,878	$ 3,532,076
Montclair	2.39%	$ 1,009,367	$ 999,752	$ 1,023,375	$ 1,053,257	$ 1,084,006	$ 1,115,649	$ 5,276,038
Ontario	11.33%	$ 4,784,991	$ 4,739,408	$ 4,851,398	$ 4,993,054	$ 5,138,825	$ 5,288,828	$ 25,011,513
Rancho Cucamonga	11.01%	$ 4,649,846	$ 4,605,550	$ 4,714,377	$ 4,852,032	$ 4,993,686	$ 5,139,453	$ 24,305,098
Redlands	4.58%	$ 1,934,268	$ 1,915,842	$ 1,961,112	$ 2,018,375	$ 2,077,301	$ 2,137,938	$ 10,110,567
Rialto	6.56%	$ 2,770,480	$ 2,744,088	$ 2,808,930	$ 2,890,948	$ 2,975,348	$ 3,062,199	$ 14,481,512
San Bernardino	13.94%	$ 5,887,271	$ 5,831,187	$ 5,968,975	$ 6,143,263	$ 6,322,614	$ 6,507,173	$ 30,773,212
Upland	4.99%	$ 2,107,423	$ 2,087,347	$ 2,136,670	$ 2,199,059	$ 2,263,260	$ 2,329,325	$ 11,015,662
Yucaipa	3.44%	$ 1,452,813	$ 1,438,973	$ 1,472,975	$ 1,515,985	$ 1,560,243	$ 1,605,787	$ 7,593,963
County/Valley	8.23%	$ 3,475,770	$ 3,442,659	$ 3,524,008	$ 3,626,905	$ 3,732,791	$ 3,841,753	$ 18,168,116
Total Valley Region	**100.00%**	**$ 42,232,932**	**$ 41,830,607**	**$ 42,819,048**	**$ 44,069,322**	**$ 45,355,910**	**$ 46,679,861**	**$ 220,754,749**

Resolution Number:	
Resolution Approval Date:	7/18/2023
Contact Person/Title:	Gerard Nepomuceno/Civil Engineer
Phone:	(909)798-7584 x4
Email:	gnepomuceno@cityofredlands.org

Measure I Local Pass-through Program

FIVE YEAR CAPITAL IMPROVEMENT PLAN

Fiscal Years 2023/2024 thru 2027/2028

Jurisdiction:

Redlands

6/30/23 Carryover Balance: **$2,719,973.00**

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2023/24 Est. Revenue	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	Total Est. Rev.
						$1,915,842	**$1,961,112**	**$2,018,375**	**$2,077,301**	**$2,137,938**	**$10,110,567**
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	**Total**
PMP 2022 Street Resurfacing Project	No	No	0.0%	100.0%	$2,719,973	$2,719,973	$0	$0	$0	$0	**$2,719,973**
PMP 2023 Street Resurfacing Project	No	No	0.0%	100.0%	$1,915,842	$1,915,842	$0	$0	$0	$0	**$1,915,842**
PMP 2024 Street Resurfacing Project	No	No	0.0%	100.0%	$1,961,112	$0	$1,961,112	$0	$0	$0	**$1,961,112**
PMP 2025 Street Resurfacing Project	No	No	0.0%	100.0%	$2,018,375	$0	$0	$2,018,375	$0	$0	**$2,018,375**
PMP 2026 Street Resurfacing Project	No	No	0.0%	100.0%	$2,077,301	$0	$0	$0	$2,077,301	$0	**$2,077,301**
PMP 2027 Street Resurfacing Project	No	No	0.0%	100.0%	$2,137,938	$0	$0	$0	$0	$2,137,938	**$2,137,938**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
			0.0%	0.0%	$0	$0	$0	$0	$0	$0	**$0**
					Projects Total:	$4,635,815	$1,961,112	$2,018,375	$2,077,301	$2,137,938	**$12,830,541**

Total Programming is currently **100%** ***(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)***

Total Estimated Programming: **$12,830,541**

City Council Meeting **F. 12.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8498 establishing a no-parking zone and restricted parking zone from 10:00 PM to 6:00 AM on Industrial Park Avenue between Nevada Street and Alabama Street and determination that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the Traffic and Parking Commission and staff recommendations are appropriate, the following motion is provided:

I move to adopt Resolution No. 8498.

RECOMMENDATION:

TRAFFIC AND PARKING COMMISSION RECOMMENDATION

On March 23, 2023, the Traffic and Parking Commission voted unanimously to recommend City Council approval of a no-parking zone and restricted parking zone from 10:00 PM to 6:00 AM on Industrial Park Avenue between Nevada Street and Alabama Street.

STAFF RECOMMENDATION

Staff recommends City Council adopt Resolution No. 8498 to establish a no-parking zone and restricted parking zone from 10:00 PM to 6:00 AM on Industrial Park Avenue between Nevada Street and Alabama Street and determine that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

Industrial Park Avenue between Nevada Street and Alabama Street is a mixed-use commercial area including restaurants, hotels, self-storage rentals, and car dealerships. Recently, businesses fronting Industrial Park Avenue expressed concerns regarding the number of vehicles parking overnight and people loitering outside these vehicles, which the business owners claim contributes to vandalism of private property. Several businesses contacted MUED staff advocating for a no-parking zone on Industrial Park Avenue from Nevada Street to Alabama Street between 10:00 PM to 6:00 AM to help solve this issue without significantly impacting businesses. Staff scheduled this for discussion and action during the March 2023 Traffic and Parking Commission (TPC) meeting.

During the March 23, 2023 TPC meeting, the owner of Joyce Moving and Storage, Inc. expressed concerns about the proposed no-parking zone, claiming that commercial vehicles occasionally park along Industrial Park Avenue overnight until the business opens. The TPC was sympathetic to this business owner's concern and proposed an exception to the no-parking zone to allow commercial vehicles to park overnight on Industrial Park Avenue between Nevada Street and the west side property line of 1675 Industrial Park Avenue.

Staff also recommends establishing a no-parking zone between 10:00 PM to 6:00 AM on Industrial Park Avenue between the west side property line of 1675 Industrial Park Avenue to Alabama Street and a parking zone restricted to commercial vehicles during the same period between Nevada Street and the west side property line of 1675 Industrial Park Avenue in accordance with Section 10.40.090 of the Redlands Municipal Code.

Adoption of Resolution No. 8498 is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act as the project involves negligible or no expansion of the existing street.

ALTERNATIVES:

City Council may deny the Traffic and Parking Commission and staff recommendations and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Chris Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Tabitha Kevari, Facilities and Community Services Director
Rachel Tolber, Police Chief
Rich Sessler, Fire Chief
Goutam K. Dobey, City Engineer

PREPARED BY:
Johana Silva, Associate Engineer

Fiscal Impact

Fiscal Year: FY 23/24
Appropriation Required Y/N: No
Budgeted Y/N: Yes
Discussion:
There is no fiscal impact associated with this action. The project includes routine maintenance tasks that are included in the approved FY 23/24 Facilities & Community Services operating budget.

Attachments

Resolution No. 8498
Location Map

RESOLUTION NO. 8498

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING TRAFFIC REGULATIONS PURSUANT TO TITLE 10 OF THE REDLANDS MUNICIPAL CODE ESTABLISHING A NO-PARKING ZONE

WHEREAS, pursuant to studies made under the authority of Title 10 of the Redlands Municipal Code, and the presentation of information contained in such studies, the City Council of the City of Redlands ("the City Council") has determined that certain traffic regulations are necessary to protect the public health, safety and welfare and should be established pursuant to Title 10 of the Redlands Municipal Code.

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

Section 1. The City Council determines that approval of this Resolution is exempt from environmental review under California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15301(c) which provides exemption for minor alterations of existing public streets and sidewalks. The City Council finds with certainty that the improvements involve negligible or no expansion of an existing use.

Section 2. Pursuant to Section 10.40.090(c) of the Redlands Municipal Code:

a. Establish a no-parking zone on eastbound and westbound Industrial Park Avenue between the west side property line of 1675 Industrial Park Avenue to Alabama Street between the hours of 10:00 PM to 6:00 AM;

b. Establish a no-parking zone with the exception of commercial vehicles on eastbound and westbound Industrial Park Avenue between Nevada Street and the west side property line of 1675 Industrial Park Avenue between the hours of 10:00 PM to 6:00 AM;

c. The City Traffic Engineer is hereby authorized and directed to post the appropriate signage and curb markings as designated in Redlands Municipal Code Section 10.40.240 to implement this resolution.

ADOPTED, SIGNED AND APPROVED this 25th day of July, 2023.

_____
Eddie Tejada, 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 25th day of July, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Location Map

INDUSTRIAL PARK AVE

No-Parking Zone (Except Commercial Vehicles) between 10 PM to 6 AM

No-Parking Zone (All Vehicles) between 10 PM to 6 AM

W 10 FRWY

E 210 TO 10 FRWY

E 10 FRWY

INDUSTRIAL PARK AVE

ALABAMA ST

NEVADA ST

IOWA ST

W REDLANDS BLVD

No Parking Signs with commercial vehicle exception







No Parking Signs (All Vehicles)







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

N
W E
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Scale
0 150 300
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

May 15, 2023

OneStop.mxd

City Council Meeting **F. 13.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the hold harmless agreement with Redlands Joint Venture, LLC, Majestic Realty Co. for use of its facilities for the Heroes and Helpers 2023 Event (Deputy Chief Cantrell)

MOTION(S):

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

I move to approve the hold harmless agreement between the City of Redlands and Redlands Joint Venture, LLC. Majestic Realty Co. regarding the use of its facilities between December 18, 2023 and December 21, 2023 to hold Heroes and Helpers 2023.

RECOMMENDATION:

Staff recommends that Council approve the hold harmless agreement between the City of Redlands and Redlands Joint Venture, LLC. Majestic Realty Co. regarding the use of its facilities between December 18, 2023 and December 21, 2023 to hold Heroes and Helpers 2023.

DISCUSSION:

For the past several years, the Redlands Police Department has partnered with several community groups to hold the annual Heroes and Helpers event in the month of December. Over the years, hundreds of children from local schools have participated in this event. The children, nominated by school principals, teachers, police officials, and community leaders, are partnered with members of the Redlands Police Department for a sponsored shopping spree at a store of their choosing located within either the Citrus Plaza or the Mountain Grove Shopping Center. Each candidate receives a $150 Visa gift card that can be used to purchase items for themselves and/or their families. Much to our

surprise, many of the children purchased toys as gifts for younger siblings, or they selected items such as deodorant, soap, socks, and other basic necessities we often take for granted.

This year, Amazon will continue to donate presents to the siblings of the shoppers. In addition, RPD will take their command post to the parking lot as a staging area. The property management company is requiring a hold harmless agreement to be signed in order for a staging area to be set up.

ALTERNATIVES:

If the City Council chooses not to sign the hold harmless agreement, RPD will not be able to hold the Heroes and Helpers event at Mountain Grove/Citrus Plaza.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Rachel Tolber, Chief of Police

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Travis Martinez, Deputy Chief of Police

Fiscal Impact

Discussion:
No Fiscal Impact

Attachments

Majestic Realty Hold Harmless Agreement

HOLD HARMLESS AGREEMENT

THE CITY OF REDLANDS HEREBY AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND **MAJESTIC REALTY CO.**, AND THEIR AFFILIATES, PRINCIPALS AND LENDERS, INCLUDING WITHOUT LIMITATION ANY CORPORATIONS OR OTHER ENTITIES CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH **MAJESTIC REALTY CO., A CALIFORNIA CORPORATION**, AND ALL OTHER OWNERSHIP AND MANAGEMENT ENTITIES FROM AND AGAINST ANY AND ALL LOSS, COST, DAMAGE, LIABILITY, CLAIM OR EXPENSE (INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES AND COSTS) ARISING FROM OR RELATED TO THE CITY OF REDLANDS' HEROES AND HELPERS EVENT TO BE HELD DURING THE TIME PERIOD OF DECEMBER 18-21, 2023.

ORGANIZATION:	City of Redlands
FOR:	Heroes and Helpers
LOCATED AT:	Redlands Joint Venture Mountain Grove Partners and Majestic Realty Co. 13191 Crossroads Parkway North #64 City of Industry, CA 91746

SIGN: _____

PRINT NAME: Eddie Tejeda

TITLE: City of Redlands Mayor

DATE: July 25, 2023

City Council Meeting **F. 14.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the donation of a 2023 Toyota Tundra for the Redlands Police Department's Citizen Volunteers, valued in the amount of $53,156.68, from the Redlands Police Community Foundation; and authorize an additional appropriation of the same amount (Deputy Chief Cantrell)

MOTION(S):

If the City Council concurs with staff's recommendation, the following motion is provided:

I move to accept the donation of a 2023 Toyota Tundra for the Redlands Police Department's Citizen Volunteers, valued in the amount of $53,156.68, from the Redlands Police Community Foundation; and authorize an additional appropriation of the same amount.

RECOMMENDATION:

Staff recommends that City Council accept the donation of a 2023 Toyota Tundra for the Redlands Police Department's Citizen Volunteers, valued in the amount of $53,156.68, from the Redlands Police Community Foundation; and authorize an additional appropriation of the same amount.

DISCUSSION:

Through generous local donations, the Redlands Police Community Foundation purchased one (1) 2023 Toyota Tundra to be used for the Redlands Police Department's Citizen Volunteers. This vehicle will be replacing units 563 (2006 Ford F150 truck) and 574 (2005 Chrysler Van).

In 2022, the RPD Citizen Volunteers gave approximately 4,400 hours of service to the citizens of Redlands. The acceptance of this vehicle will aid them in continuing to provide valuable volunteer services to the Redlands Police Department and community.

ALTERNATIVES:

Council may decline the donation or provide alternative direction to staff.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Rachel Tolber, Police Chief

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Tabitha Crocker, Facilities and Community Services Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Chay Miller, Executive Police Assistant

Fiscal Impact

Fiscal Year:	2023/2024
Revenue Generating:	No
Appropriation Required Y/N:	Y
Amount:	53,156.68
Budgeted Y/N:	N
Account No.:	101202 8704
Discussion:	

Attachments

Letter of Intent to Donate
Add'l Approp Tundra

BOARD of DIRECTORS
Stan Weisser,
Past President
Judy Cannon,
President
Chris Martin,
Vice President
Kathy Johnson,
Treasurer
Mike Bosman,
Secretary
Jane Dreher
Donna Ferracone
Eddie Flores
Curtis Lindemer
Neale Perkins
Terry Vines

POLICE ADVISORS
Chris Catren,
Chief of Police
Travis Martinez,
Deputy Chief
Chay Miller,
PD Executive Assistant
Brenda Boon,
PD Management Analyst

An IRS Code Section 501(c)(3) Charitable Organization

REDLANDS POLICE COMMUNITY FOUNDATION (RPCF)

P.O. Box 1025
Redlands, CA 92373
909.335.4744
www.rpcf365.org

June 12, 2023

Chief Rachel Tolber
Redlands Police Department
30 Cajon St.
Redlands, CA 92373

Dear Chief Tolber,

As you know, the Redlands Police Community Foundation (RPCF) is a non-profit charitable organization dedicated to providing financial support to the Redlands Police Department (RPD) beyond the general municipal budget, in support of community programs and events that improve the quality of life for residents of Redlands. As such, the RPCF supports and funds the operational expenses of the RPD Citizen Volunteer Unit, an auxiliary unit of the department that provides additional public safety services to the community.

It is the desire of the RPCF to donate a vehicle to the RPD for use by the Citizen Volunteers to assist the department in providing enhanced public safety services to the community of Redlands. The vehicle to be donated is a 2023 Toyota Tundra, valued in the amount of $53,156.68. Please accept this letter as written intent of the RPCF to make the donation.

Sincerely,

Judy Cannon

Judy Cannon, President
Redlands Police Community Foundation

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 06/19/2023

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
Motor Vehicles	101202	8704		53,156.68
				$ 53,156.68 -

REVENUE APPROPRIATION INCREASE (if applicable)

Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
Donations	101202	4819		53,156.68
				$ 53,156.68 -

JUSTIFICATION: Donation from the Redlands Police Community Foundation of one (1) 2023 Toyota Tundra for the Redlands Police Department's Citizen Volunteers (CV 365).

Requested By: Rachel Del
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **F. 15.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for in-kind support for $8,344 related to the Downtown Redlands Artwalk event hosted by the Kid's Cures Foundation to be held on October 29, 2023, approve a request to close East State and 5th Street, authorize the request for the sale and consumption of alcoholic beverages in Ed Hales Park, and determine that the approval of the request is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is 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;
2. I move to authorize and approve a request for in-kind support in the amount of $8,344 related to this event;
3. I move to authorize the temporary closure of East State Street from Orange Street to 7th Street, and 5th Street from Redlands Boulevard to State Street on October 29, 2023; and
4. I move to approve the request for the sale and consumption of alcoholic beverages in Ed Hales Park.

RECOMMENDATION:

Staff recommends that 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 (CEQA) and approve the temporary street closure of East State and 5th Streets on October 29, 2023, for the Artwalk event. Additionally, staff recommends that the City Council direct staff accordingly concerning the request for in-kind support and

the request for the sale and consumption of alcoholic beverages.

DISCUSSION:

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

The Kid's Cures Foundation has reserved Ed Hales Park for Sunday, October 29, 2023, from 9:00 a.m. to 7:00 p.m., for the Downtown Redlands Artwalk event. They are also requesting approval to temporarily close East State Street from Orange Street to 7th Street and 5th Street from Redlands Boulevard to State Street for the event. Additionally, they are requesting in-kind support in the amount of $8,344 for departmental resources including Police Personnel, FCS Staff and the reservation of Ed Hales Park. The Kid's Cures foundation is a non-profit organization operating out of the City of Beaumont, CA. The Citrograph Foundation will be responsible for operating the proposed pouring station and for obtaining the daily license to serve alcohol from the Office of Alcohol Beverage Control. The Citrograph Foundation is requesting permission to serve beer and wine at the event that will end no later than 5:00 p.m. The City Council's approval is necessary to authorize the consumption of alcohol for this event due to its location. Staff's approval authority is limited to only enclosed public areas in public parks as defined by Resolution No. 7559; therefore, the granting of this request is outside city staff's purview.

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

ALTERNATIVES:

The City Council may deny the request or waive a portion of the fees.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective 1. Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Rachel Tolber, Police Chief

PREPARED BY:
Michelle Groenke, Administrative Assistant

Fiscal Impact

Fiscal Year: 2023/24

Discussion:

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; totaling $8,344.00. 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)	**March 2023 Amount**	**Type**	**October 2023 Amount**
Police Personnel[1]	$5,450.00	Hard Cost	$5,450.00
FCS Personnel[1]	$2,800	Hard Cost	$2,800
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Personnel & Equipment Subtotal	**$8,250.00**		**$8,250.00**
Fees Established by City Council Resolution			
Ed Hales Park Reservation Permit	$94.00	Soft Cost	$94.00

Fees Subtotal	$94.00	Soft Cost	$94.00
	N/A	Soft Cost	N/A
Total Departmental Charges and Fees	**$94.00**		**$94.00**
	$8,250.00 (hard) **$94.00** (soft) **$8,344.00(Total)**		**$8,344.00**

1Personnel 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 in-kind support approved for events scheduled during Fiscal Year 2023-24 to date:

TABLE 2: FY 2021-22 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**In-kind support Amount**	**Net Amount**
$3,920.00	$4,018.00	$0	$7,938.00	$7,938.00

Attachments

In-kind Request
Verification of Non-Profit
Authorization to Serve Alcohol

City of Redlands *In-Kind Support Request*

Event Name: Downtown Redlands Artwalk

Event Date(s): October 29, 2023 **Location(s):** State Street (orange to 7th), Ed Hales Park

Rain Out Date: N/A **Beginning Time:** 9 am **End Time:** 7 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.

Looking to bring back the official DTR Artwalk we have held for many years. We are planning on including a Car/Motorcycle section with this event. We will have live music and a beer garden as many years past. Jax Toys will also have an area for children and other business owners on the street are excited to be a part of this event.

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — no parking signs, barricades blocking the street
- [x] Police (*Public Safety Personnel)* — security
- [ ] Fire (*Paramedics, Inspectors)*
- [ ] Parks *(Cleanup Personnel, Ball Field Lights)*
- [x] Facility — Ed Hales Park

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: Kid's Cures Foundation

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** #26-3909923

Does your Group/Organization Presently Have Liability Insurance? [ ] 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?

Primary Contact Name & Title: Jeff Platt, President

Mailing Address: 906 Beaumont Ave, Beaumont CA. 92223

Phone Number: 951-769-8700 **E-Mail Address:** info@kidscures.org

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

Bring awareness to a great organization that was built from such a tragic loss. A commitment to bring funds to help/supply/show children that art can be therapeutic to their healing and struggle. This organization also provides gifts for children during the holidays so parents can focus on being with their children and not worry about them feeling left out when it comes to gifts and support.

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

It brings people to downtown state street where it benefits the businesses that are open on Saturday. Knowing that this giving city played a part in providing for children that are struggling is just another motion that reflects what this city stands for. We have businesses on State St that are involved in the return of this event. The last event was a great success with tons of positive feedback from so many people in the community. We had guests from out of state to come and visit Redlands and shop at the local businesses that were opened on Sunday.

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	1500	1500	25
Attendance: Non-Residents	1000	1000	20
Food & Beverage Sales	0	0	0
Merchandise Sales	0	0	0
Ticket/Entrance Fees	N/A	N/A	N/A
Other			
Total Revenue	2500	2500	45

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

Signature: Jessie Klaas **Title:** Main Event Coordinator

Please Print Your Name: Jessie Klaas **Date:** 01/18/2023

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

Youth Hope Foundation

EIN: 80-0513481 | Redlands, California, United States

Other Names

THE YOUTH HOPE FOUNDATION

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

- FinalLetter_80-0513481_THEYOUTHHOPEFOUNDATION_04212010_01.tif [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_80-0513481_THEYOUTHHOPEFOUNDATION_04212010_01.tif]
- FinalLetter_80-0513481_THEYOUTHHOPEFOUNDATION_04212010_02.tif [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_80-0513481_THEYOUTHHOPEFOUNDATION_04212010_02.tif]

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: DTR Artwalk

DATE OF EVENT: 10/29/2023 HOURS: 9am - 7pm

LOCATION: Ed Hales Park

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: Kid's Cures Foundation

CONTACT PERSON: Jessie Klass PHONE: 951-769-8700

EMAIL: info@kidscures.org ADDRESS: 906 Beaumont Ave, Beaumont CA 92223

EVENT INFORMATION:

ARE FEES BEING CHARGED FOR EVENT? YES ☐ NO ☑ PRICE: _____

ARE FEES BEING CHARGED FOR ALCOHOL? YES ☑ NO ☐ PRICE: $5

TYPE OF ALCOHOL BEING SERVED: BEER ☑ WINE ☐ DISTILLED SPIRITS ☐

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing Kid's Cures Foundation and in consideration of being permitted to conduct the Event, agree that the members/participants of Kid's Cures Foundation shall defend, indemnify and hold harmless the City of Redlands, its elected officials, officers, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits, damages, liabilities and judgments of every kind and nature and regardless of the merit of the same, arising out of the use of City of Redlands' facilities.

The members/participants of Kid's Cures Foundation hereby release, discharge and agree not to sue the City of Redlands for any injury, death or damages to or loss of property arising out of or in connection with this event from whatever cause.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO USE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE MEMBERS/PARTICIPANTS OF Kid's Cures Foundation AND THAT I HAVE SIGNED THIS AGREEMENT ON:

Date: 6/19/2023 Signature: Jessie Klass Digitally signed by Jessie Klass Date: 2023.06.19 15:24:40 -07'00'

AUTHORIZATION

Pursuant to the use of alcohol within the City property noted above, the City of Redlands grants you permission to do so with the following conditions set forth by the City Council:

ALCOHOL RELATED TO PARKS:

Redlands Municipal; Code, Section 12.44.270 does allow, pursuant to a written permit from the Quality of Life Director, a person or persons to drink or consume alcoholic beverages in public parks, only in enclosed public areas as defined by resolution of the City Council. Any other locations within the City's property requires the City Council approval and designation of the place for the sale and consumption thereof.

Tape or fencing of some kind shall be used for setting off the area for which the alcoholic beverages are served and consumed. Alcohol sales and distribution shall cease one hour prior to end of the event unless otherwise directed by RPD or ABC office.

ALCOHOL RELATED TO AIRPORT:

12.56.090: USE OF INTOXICATING LIQUOR OR DRUGS: No person shall operate or assist in the operation of any aircraft while under the influence of, or using, any intoxicating liquor or habit forming or hallucinatory or narcotic drug. No alcoholic beverage may be consumed or sold on the airport unless the city council shall have approved and designated the place for the sale and consumption thereof.

APPROVED: _____ DATE: _____ DENIED: _____ DATE: _____

CITY COUNCIL DATE (if applicable):_____

City Council Meeting **F. 16.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Second Amendment to the Public Works Contract with Armstrong Cal Builders, Inc. for the Joslyn Senior Center Renovation Project to extend the time for completion by seventy-five (75) calendar days and determine that the project is categorically exempt from environmental review pursuant to Section 15061 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 to determine that the approval of the agreement is exempt from an environmental review pursuant to Section 15061 of the State's CEQA guidelines; and

2. I move to approve the Second Amendment to the Public Works Contract with Armstrong Cal Builders, Inc. for the Joslyn Senior Center Renovation Project to extend the time for completion by seventy-five (75) calendar days.

RECOMMENDATION:

Staff recommends City Council approve the Second Amendment to the Public Works Contract with Armstrong Cal Builders, Inc. for the Joslyn Senior Center Renovation Project No. FCS10252021ER to extend the time for completion by seventy-five (75) calendar days. Staff further recommends that the approval of the agreement is exempt from an environmental review pursuant to Section 15061 of the state's CEQA guidelines, pertaining to the common sense rule.

DISCUSSION:

On October 4, 2022, the City Council approved a Public Works Contract with Armstrong Cal Builders, Inc. to perform all the work and furnish all materials for the Joslyn Senior Center Renovation Project No. FCS10252021ER for an amount not-to-exceed $1,033,800. This project is funded by the County of San Bernardino's Community Development Block Grant Program (REDL-20-1-30A/0184). The scope of the project consists of the construction of a commercial kitchen, renovation of existing restroom facilities, installation of a grease interceptor, minor site improvements, interior, and exterior ADA upgrades.

Armstrong Cal Builders, Inc. recently notified staff that the lead time for project materials is longer than anticipated and exceeds the contract completion deadline. Therefore, staff is recommending a contract amendment to increase the time for completion by seventy-five (75) calendar days, resulting in a revised contract time for project completion of three hundred fifteen (315) calendar days. This is the second contract revision proposed. Furthermore, the approval of the agreement is exempt from an environmental review pursuant to Section 15061 of the state's CEQA guidelines, pertaining to the common sense exemption.

ALTERNATIVES:

City Council may deny this action. However, denying this action may result in the project not being completed and a loss or reduction of Community Development Block Grant Program (CDBG) funding in the future.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Jawad Naderi, Associate Engineer

Fiscal Impact

Discussion:

There is no impact on the General fund with approval of this second amendment as it only extends the timeframe. This project is funded by CDBG funds from the County of San Bernardino (REDL-20-1-30A/0184).

Attachments

Second Amendment

Executed Contract (Reference only)

First Amendment

SECOND AMENDMENT TO PUBLIC WORKS CONSTRUCTION CONTRACT

This second amendment ("Second Amendment") to the Public Works Construction Contract for the Joslyn Senior Center Renovation Project for the ("Contract"), dated [October 4, 2022], by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Armstrong Cal Builders, Inc. ("Contractor"), is made and entered into this 25th day of July 2023**.**

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Contract, specifically to amend the time for completion of the contract to September 26, 2023.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledge City and Contractor agree as follows:

AGREEMENT

Section 1. Section 3 of the contract, entitled "Time for completion," is hereby amended to read as follows:

3 "TIME FOR COMPLETION: The Work shall be completed within three hundred fifteen (315) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor."

Section 2. All other provisions of the Agreement shall remain unchanged by this Second Amendment and in effect.

Section 3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

Armstrong Cal Builders, Inc.

By: _____
Shawn Salah, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 4th day of October, 2022, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Armstrong Cal Builders, Inc., 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: Joslyn Senior Center Renovation , complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Joslyn Senior Center Renovation , Project No. FCS10252021ER (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of one million thirty-three thousand eight hundred dollars ($1,033,800.00) 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 ninety (90) calendar days 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 ($500.00) for each consecutive calendar day 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 ($500.00) 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: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

ARMSTRONG CAL BUILDERS INC.
Name of Contractor

By: Shawn Salah
Signature of Authorized Agent

President/CEO
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

990992
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities and Community Services Department
Joslyn Senior Center Renovation Project
Project No. FCS10252021ER

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 28th day of Septemeber, 2022.

Armstrong Cal Builders Inc.
(Contractor)
Shawn Salah
(Signature)
President/CEO
(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.)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On 30 Sept. 2022 before me, Haidy Abosalama, A notary Public
(insert name and title of the officer)

personally appeared Shawn Salah,
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)**

HAIDY ABOSALAMA
Notary Public - California
Orange County
Commission # 2270465
My Comm. Expires Dec 10, 2022

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ARMSTRONG CAL BUILDERS INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3130 E Willow St

Requester's name and address (optional)

6 City, state, and ZIP code
Signal Hill, CA, 90755

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
4	6	–	1	7	7	3	3	7	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 9/30/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Bond Number: GS10100001
Premium: $20,676.00
Premium is for the contract term and subject to adjustment based on the final contract price.
Bonds effective October 4, 2022

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Armstrong Cal Builders Inc. (hereinafter designated as "Principal") have entered into an agreement dated October 4th, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Joslyn Senior Center Renovation Project No. FCS10252021ER 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, The Gray Casualty & Surety Company as Surety, are held and firmly bound unto the City in the penal sum of ~~one million three hundred thirty-three thousand eight hundred dollars~~ ($1,033,800.00) 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.

One Million Thirty-three thousand, eight hundred dollars ($1,033,800.00)

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 September 29, 2022.

(SEAL)

Armstrong Cal Builders Inc.
(Contractor)

Shawn Salah
(Signature)

(Seal and Notarial Acknowledgment of Surety)

(SEAL)

The Gray Casualty & Surety Company
(Surety)

BY: Cynthia J. Young
Cynthia J. Young (Signature)
Attorney-In-Fact

Address: 1225 West Causeway Approach
Mandeville, LA 70471

Telephone (760) 218-0626

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On Sept. 30. 2022 before me, Haidy Abosalama, A notary Public
(insert name and title of the officer)

personally appeared Shawn Salah,
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)**

HAIDY ABOSALAMA
Notary Public - California
Orange County
Commission # 2270465
My Comm. Expires Dec 10, 2022

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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.

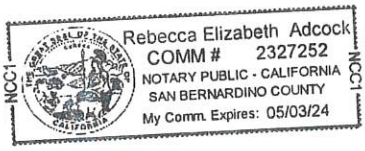
State of California

County of San Bernardino 〉 ss.

On SEP 2 9 2022 before me, Rebecca Elizabeth Adcock, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cynthia J. Young
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

RT THUMBPRINT OF SIGNER
Top of thumb here

❒ Individual
❒ Corporate Officer
Title _____
❒ Partner -- ❒ Limited ❒ General
❒ Attorney-in-Fact
❒ Trustee
❒ Guardian or Conservator
Other: _____

Signer is Representing:

_____

_____

No. 09002

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

The Gray Casualty & Surety Company

of Louisiana, organized under the laws of Louisiana, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 14th day of March, 2012, I have hereunto set my hand and caused my official seal to be affixed this 14th day of March, 2012.*

Fee $3180.00

Rec. No.

Filed 8/8/2011

Dave Jones
Insurance Commissioner

By

Susan J. Stapp
for Vesne Hope
Chief Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 4th day of June, 2012.*

Dave Jones
Insurance Commissioner

By Pauline D'Andrea

Pauline D'Andrea

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS10100001 **Principal:** Armstrong Cal Builders, Inc.

Project: Joslyn Senior Center Renovation Project No. PCS10252021ER

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Jay Freeman, Christina Mountz, Cynthia J. Young, and Adriana Valenzuela of San Bernardino, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of September , 2022 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of September , 2022 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Bond Number: GS10100001
Premium included in charge for Performance Bond
Bonds effective October 4, 2022

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Armstrong Cal Builders Inc. (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 October 4th, 2022, and identified as Joslyn Senior Center Renovation Project No. FCS10252021ER is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commending 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 one million three hundred thirty-three thousand eight hundred dollars ($1,033,800.00) 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 September 29, 2022.

(SEAL)

Armstrong Cal Builders Inc.
(Contractor)

Shawn Salah
(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

The Gray Casualty & Surety Company
(Surety)

BY: Cynthia J. Young
(Signature) Cynthia J. Young
Attorney-In-Fact

Address: 1225 West Causeway Approach
Mandeville, LA 70471

Telephone: (760) 218-0626

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On 30 Sept. 2022 before me, Haidy Abosalama, A notary Public
(insert name and title of the officer)

personally appeared Shawn Salah,
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)**

HAIDY ABOSALAMA
Notary Public - California
Orange County
Commission # 2270465
My Comm. Expires Dec 10, 2022

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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.

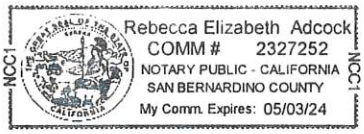
State of California

County of San Bernardino) ss.

On SEP 2 9 2022 before me, Rebecca Elizabeth Adcock, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cynthia J. Young
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

RT THUMBPRINT OF SIGNER
Top of thumb here

- ❒ Individual
- ❒ Corporate Officer
  Title _____
- ❒ Partner -- ❒ Limited ❒ General
- ❒ Attorney-in-Fact
- ❒ Trustee
- ❒ Guardian or Conservator

Other: _____

Signer is Representing:

_____

_____

No. 09002

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

The Gray Casualty & Surety Company

of Louisiana, organized under the laws of Louisiana, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 14th day of March, 2012, I have hereunto set my hand and caused my official seal to be affixed this 14th day of March, 2012.*

Fee $3180.00

Rec. No.

Filed 8/8/2011

Dave Jones
Insurance Commissioner

By

Susan J. Stapp
for Nettie Hoge
Chief Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 4th day of June, 2012.*

Dave Jones
Insurance Commissioner

By Pauline D'Andrea

Pauline D'Andrea

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS10100001 **Principal:** Armstrong Cal Builders, Inc.

Project: Joslyn Senior Center Renovation Project No. PCS10252021ER

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Jay Freeman, Christina Mountz, Cynthia J. Young, and Adriana Valenzuela of San Bernardino, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of September , 2022 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of September , 2022 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Prince Financial and Insurance Services
444 W. Ocean Blvd., Suite 1102
Long Beach, CA 90802

CITY OF REDLANDS
35 CAJON ST. SUITE 15A
REDLANDS, CA 92374

We are providing you with a Certificate of Insurance confirming our client's coverage.

Want to get certificates of insurance faster? Go green by receiving digital copies of certificates via email in the future. Or, do you no longer require a certificate of insurance for our client? Please contact us at certs@princefinancial.net and provide the following information for processing:

1. Confirmation that a certificate of insurance is no longer required; or
2. E-mail address to send future certificates of insurance in lieu of U.S. Mail Delivery
3. Insured code found in the **Insured Section** on the enclosed certificate. An example of this is xxxxxx-01
4. This Certificate Number: **0100196860-0**

PFIS does not share your e-mail as detailed in our privacy policy found on our website at https://www.princefinancial.net

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2022

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	CONTACT NAME: Fayez Kabour	
Prince Financial and Insurance Services	PHONE (A/C, No, Ext): (562) 473-4444 x 230	FAX (A/C, No): (855) 484-2020
444 W. Ocean Blvd	E-MAIL ADDRESS: FKABOUR@PrinceFinancial.net	
Suite 1102	INSURER(S) AFFORDING COVERAGE	NAIC #
Long Beach CA 90802	INSURER A : KINSALE INS CO	38920
INSURED	INSURER B : INFINITY SELECT INS CO	20260
Armstrong Cal Builders	INSURER C : MIDWEST EMPLOYERS CASUALTY CO	0098
3130 E. Willow St	INSURER D :	
	INSURER E :	
Signal Hill CA 90755-2308	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 0100196860-0 **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	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	0100196860-0	06/30/2022	06/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	504-61017-6267-001	06/28/2022	06/28/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			0100209238-0	10/03/2022	06/30/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	BNUWC0157339	06/28/2022	06/28/2023	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project ACB-100: Joslyn Senior Center Project

All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the Insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Redlands
35 Cajon St
Suite 15A
Redlands CA 92374

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

CITY OF REDLANDS

BUSINESS TAX CERTIFICATE

2023

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE

"For Services Provided in the City of Redlands, California Only"

Business Name	ARMSTRONG CAL BUILDERS INC		
Business Location	3130 E Willow St Signal Hill, Ca 90755-2308	**Business Type**	Contractor- General
Business Owner(s)	ARMSTRONG CAL BUILDERS INC	**Description**	GENERAL CONTRACTOR

ARMSTRONG CAL BUILDERS INC
3130 E WILLOW ST
SIGNAL HILL, CA 90755-2308

Certificate Number: 08132769
Effective Date October 03, 2022
Expiration Date June 30, 2023

THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

For all inquiries regarding this license, contact HdL Business Tax Support Center at (909) 479-2111.

ARMSTRONG CAL BUILDERS INC:

Thank you for your payment on your City of Redlands Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business tax certificate, contact the Business Tax Support Center via email at: Redlands@hdlgov.com or by telephone at: (909) 479-2111.

Keep this portion for your tax certificate separate in case you need a replacement for any lost, stolen, or destroyed tax certificate. A fee may be charged for a replacement or duplicate tax certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of Redlands Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the city limits of City of Redlands, please display the Business Tax certificate above in a conspicuous place at the premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view upon any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Redlands
BUSINESS TAX CERTIFICATE

ARMSTRONG CAL BUILDERS INC
3130 E WILLOW ST
SIGNAL HILL, CA 90755-2308

Certificate Number: **08132769**

Date of Issue: **10/03/2022**

FIRST AMENDMENT TO PUBLIC WORKS CONSTRUCTION CONTRACT

This first amendment ("First Amendment") to the Public Works Construction Contract for the Joslyn Senior Center Renovation (Project No. FCS10252021ER) for the ("Contract"), dated October 4, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Armstrong Cal Builders, Inc., a California Corporation ("Contractor"), is made and entered into this 7th day of February 2023.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Contract, specifically to amend the time for completion of the contract to July 13, 2023.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledge City and Contractor agree as follows:

AGREEMENT

Section 1. Section 3 of the contract, entitled "Time for completion," is hereby amended to read as follows:

3 "TIME FOR COMPLETION: The Work shall be completed within two hundred forty (240) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor."

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

Section 3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

Armstrong Cal Builders, Inc.

By: _____
Shawn Salah, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **F. 17.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a First Amendment to the Public Works Contract with VT Electric, Inc. for the Prospect Park Lighting Upgrades, to extend time for completion by ninety (90) calendar days (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 the First Amendment to the Public Works Contract with VT Electric, Inc. for the Prospect Park Lighting Upgrades project to extend the time for completion by ninety (90) calendar days.

RECOMMENDATION:

Staff recommends that the City Council approve the First Amendment to the Public Works Contract with VT Electric, Inc. for the Prospect Park Lighting Upgrades Project to extend the time for completion by ninety (90) calendar days.

DISCUSSION:

On March 7, 2023, the City Council approved a Public Works Contract with VT Electric, Inc. to construct the Prospect Park Lighting Upgrades project for an amount not-to-exceed $471,975.00 The scope of the project consists of the removal and replacement of the existing light poles and fixtures as well as a plan to extend the lighting system within the park. The new system will utilize the existing 480v power system and include as much of the existing conduit, wire and pull boxes as feasible. Recently, VT Electric, Inc. notified staff that the lead time for project materials is lengthy and exceeds the contract completion deadline. Therefore, staff is recommending a contract amendment to increase the contract time for completion by ninety (90) calendar days, resulting in a

revised contract time for project completion of one hundred eighty (180) calendar days.This is the only contract revision proposed.

ALTERNATIVES:

City Council may elect not to approve this amendment; however, electing not to approve this amendment may result in the scope of the project not being completed as planned.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Jawad Naderi, Associate Engineer

Fiscal Impact

Discussion:

Approval of this amendment has no impact on the General Fund.

Attachments

First Amendment
VT Electric, Inc. Public Works Contract

FIRST AMENDMENT TO PUBLIC WORKS CONSTRUCTION CONTRACT

This First amendment ("First Amendment") to the Public Works Construction Contract for the Prospect Park Lighting Upgrades for the ("Contract"), dated [March 7th, 2023], by and between the City of Redlands, a municipal corporation and a general law city ("City"), and VT Electric, Inc. ("Contractor"), is made and entered into this 25th day of July 2023**.**

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Contract, specifically to amend the time for completion of the contract to October 14, 2023.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledge City and Contractor agree as follows:

AGREEMENT

Section 1. Item 3 of the contract, titled "Time for completion," is hereby amended to read as follows:

"TIME FOR COMPLETION: The Work shall be completed within one hundred eighty (180) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor."

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

Section 3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

VT ELECTRIC, INC.

By: _____
Tony Tran, President

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 7th day of March, 2023, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and VT Electric, Inc., 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: Prospect Park Lighting Upgrades, Project No. FCS11012022JN, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Prospect Park Lighting Upgrades, Project No. FCS11012022JN (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Four hundred seventy-one thousand nine hundred seventy-five dollars ($471,975.00) 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 Ninety (90) calendar days 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 consecutive calendar day 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
Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson
Jeanne Donaldson, City Clerk

(SEAL)

VT Electric, Inc.
Name of Contractor

By: D Z
Signature of Authorized Agent

President - TONY TRAN
Title

Signature of Authorized Agent (if necessary)

Title

763238 C-10
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities and Community Services Department
Prospect Park Lighting Upgrades
Project No. FCS11012022JN

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 6TH day of MARCH, 2023.

VT Electric, Inc.
(Contractor)

(Signature)

TONY TRAN, 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.)

Bond Number: 24260447
Bond Premium: $4,720.00

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and VT Electric, Inc. (hereinafter designated as "Principal") have entered into an agreement dated March 7th, 2023 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Prospect Park Lighting Upgrades, Project No. FCS11012022JN 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, The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Four hundred seventy-one thousand nine hundred seventy-five dollars ($471,975.00) 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 March 7, 2023.

VT Electric, Inc.

(SEAL)

(Contractor)

(Signature)

TONY TRAN - PRESIDENT

(Seal and Notarial Acknowledgment of Surety)

(SEAL)

The Ohio Casualty Insurance Company

(Surety)

BY:

(Signature)

Thanh Xuan Thi Nguyen, Attorney-in-fact

Address: 790 The City Drive South, Suite 200
Orange, CA 92868

Telephone (714) 931-5951

City Council Meeting **F. 18.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the License Agreement with International Aerobatic Club Chapter 26, for use of the Redlands Municipal Airport for the 2023 Official Regional Aerobatic Competition to be held August 31, 2023 through September 3, 2023, and determine that the project is exempt from environmental review pursuant to Section 15323 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 request is appropriate, the following motions are provided:

1. I move that the City Council determine that approval of the License Agreement is categorically exempt from environmental review pursuant to Section 15323 of the state's guidelines implementing the California Environmental Quality Act; and
2. I move to approve the License Agreement with International Aerobatic Club Chapter 26 for use of the Redlands Municipal Airport for the 2023 Official Regional Aerobatic Competition.

RECOMMENDATION:

On April 20, 2023, the Airport Advisory Board reviewed the request of the International Aerobatic Club Chapter 26 to use the Redlands Municipal Airport for its 2023 Regional Aerobatic Competition and recommended the item be presented to the City Council for consideration and approval.

Staff recommends that City Council approve the License Agreement with the International Aerobatic Club Chapter 26 for use of the Redlands Municipal Airport for the 2023 Regional Aerobatic Competition and determine that approval of the License Agreement is categorically exempt from environmental review pursuant to Section 15323 of the state's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The International Aerobatic Club Chapter 26 (IAC 26) is requesting to host a regional aerobatic competition at the Redlands Municipal Airport (Airport) from Thursday, August 31, 2023, to Sunday, September 3, 2023, from 7:00 a.m. to 10:00 p.m. on each day. The event setup will begin at 7:00 a.m. on August 31, 2023, followed by event practices and then competitions on September 1st through September 3rd. The event attracts approximately 30 pilots, support crews, and event staff. IAC 26 estimates a total of 75 participants for the competition which is sanctioned by the International Aerobatic Club and conducted in accordance with the current official contest rules, policies and procedures. The IAC 26 event is fully self-supported and has received approval by the Federal Aviation Administration (FAA). No staff resources from the City are required other than the Airport Supervisor issuing a Notice To Airmen. The Airport will remain open during the competition with FAA-approved temporary changes to fixed-wing flight patterns to place normal flight traffic to the south of the Airport.

Day-to-day flight operations currently fly to the north of the Airport and over the Santa Ana River wash area. The proposed temporary shift in the flight pattern will allow for the FAA-approved aerobatic box to be placed north of the Airport and provide an area to conduct the contest within controlled airspace. These temporary changes to the airspace have been approved by the FAA and ground safety is managed by licensed and certified pilots of IAC 26. The proposed competition is not open to the public nor is it advertised to the public, and will not affect normal operations other than the change in the flight pattern during the duration of the event.

Sanctioned IAC 26 participants in the aerobatic competition, airport users, flight schools, instructors, tenants, and transient aircraft will be able to access and use the airport facilities. Aerobatic competition rules do not allow alcohol services at or during the event. The proposed staging and judging areas for the competition are within the Redlands Aviation leasehold area. The Fixed Base Operator (FBO) who manages this area is supportive of the event and has coordinated access of the FBO facilities to IAC 26, should the City Council approve the Agreement. Further, taxiway and hangar access for aircraft housed and visiting at the Airport will be maintained throughout the event timeline and the sale of goods or services by IAC 26 will be prohibited.

The IAC 26 Chapter will provide the following in accordance with City policy prior to the proposed event:

- Certificate of Insurance evidencing: General Liability insurance with the City listed as an Additional Insured;

- Provide FAA approvals for aerobatic box and temporary relocation of fixed-wing flight pattern to the south of the Airport to avoid conflicts within the temporary aerobatic box.

The proposed competition is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15323 which relates to the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose. For the purposes of this section, "past history" means that the same or similar kind of activity has been occurring for at least three years and that there is a reasonable expectation that the future occurrence of the activity would not represent a change in the operation of the facility. The City has issued licenses to the group for this event in 2021-2022. Previous to these events, the City issued airshow permits from 2012-2019. Therefore, the event meets the intent of the exemption as it has occurred in similar form, nearly every year since 2012.

ALTERNATIVES:

City Council may elect not to approve the License Agreement.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Michelle Groenke, Adminstrative Assistant

Fiscal Impact

Fiscal Year: 2023/24
Revenue Generating: N
Discussion:
There is no fiscal impact for this event.

Attachments

License Agreement

LICENSE AGREEMENT BY AND BETWEEN THE CITY OF REDLANDS AND INTERNATIONAL AEROBATIC CLUB CHAPTER 26

This License Agreement ("License") is made and entered this 25th day of July 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and International Aerobatic Club Chapter 26 ("Licensee"). City and Licensee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Licensee desires to conduct an event consisting of an International Aerobatic Club-sanctioned aerobatic competition ("Event") at the Redlands Municipal Airport ("Airport"), located at 1755 Sessums Drive ("Premises"); and

WHEREAS, City has approved prior use of the Airport for similar aerobatic competitions open to the public outside all airport operational areas; (i.e. with limited public attendance in so much as airport can accommodate public parking lot and small park area):

WHEREAS, City and Licensee desire to enter into this License to set forth the terms and conditions under which City will license the use of the Airport to Licensee, and the respective rights and obligations of the Parties relating to such License;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and International Aerobatic Club Chapter 26 agrees as follows:

AGREEMENT

Section 1. Premises. City hereby grants to Licensee a License to conduct the Event at the locations specified in Exhibit "A" (the "Premises") titled "Airport Layout Plan" which is attached hereto and incorporated herein by this reference.

Section 2. Acknowledgment of License and Disclaimer of Tenancy.

A. Licensee is not tenant or lessee of City and holds no rights of tenancy or leasehold in relation to the Premises.

B. In consideration of City's grant of this License, Licensee specifically and expressly waives, releases, and relinquishes any and all rights to assert any claim of right, privilege or interest in the Premises other than the rights expressly granted by this License.

C. The consideration paid by Licensee pursuant to Section 4 of this License is consistent with the value of the rights comprising the License privilege; the consideration is not consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Premises.

Section 3.Term. The term of the License shall commence on August 31, 2023, and terminate on September 3, 2023, unless earlier terminated as provided for herein. Licensee shall have no

right to remain on or within the Premises for any purpose after expiration, or the earlier termination of, this License.

Section 4. Use of Premises.

A. The Premises shall be used by Licensee solely for the purpose of conducting the official International Aerobatic Club competition event at the Airport.

B. During the term of this License, Licensee shall comply with all applicable federal, state, and local laws, and all applicable rules and regulations established by City including, but not limited to, City's Municipal Code provisions governing the Airport.

C. The hours of operation for the Event shall be limited to the following:

i. August 31, 2023, from 7:00 a.m. until 8:00 p.m.; Set Up
ii. September 1, 2023, from 7:00 a.m. until 10:00 p.m.; Registration & Practice
iii. September 2/3, 2023, from 7:00 a.m. until 10:00 p.m.; Contest Flying

D. Licensee may commence Event set-up within the areas identified in Exhibit "A," on August 31, 2023, beginning at 7:00 a.m. Taxiway and hangar access for aircraft housed and visiting at the Airport will be maintained.

E. Tear down and clean-up of the Event shall commence immediately following the end of the Event and shall be completed no later than 10:00 p.m. on Sunday, September 3, 2023.

F. Licensee shall ensure that all airport gates used by the Event staff are properly closed and secured after each use.

G. Licensee guarantees that the Event is open to the public outside all airport operational areas and the Airport will remain open to local and transient aircraft during the Event with FAA-approved temporary changes to the fixed-wing flight pattern.

H. Licensee shall provide a sufficient number of adequate trash receptacles in the parking areas and the Event area, identified in Exhibit "A". The airport ramps utilized in the course of the Event shall be expediently cleared of all trash and debris that may pose a threat to airport operations.

I. Licensee shall obtain all required federal, state and local agency permits, copies of which shall be submitted to the Airport Supervisor prior to the Event.

J. Licensee shall manage ground and air safety by licensed and certified staff at all times during the Event.

K. Licensee shall require attendees to park only within designated parking areas.

L. Licensee's operation of the Premises shall not include the sale of goods or

services.

Section 5. Final Plan Submittals.

A. Licensee shall submit to City for review and approval a final layout plan by close of business, August 24, 2023. The final layout shall be reviewed and approved by City's Assistant Facilities & Community Services Director or Assistant City Manager.

B. All plans and documents related to the Event and submitted to City shall reflect City Council approvals and any other changes required by the Council and/or staff. This condition applies to all Event layouts, schedules, or plans submitted to City in connection with the Event.

Section 6. Indemnity. Licensee, and its agents and employees (collectively, "Licensee") shall defend, indemnify, protect and hold harmless City, and its elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims, demands, losses, defense costs, fines penalties, expenses, causes of action and judgements at law or in equity, or liability or any kind or nature, whether known or unknown, (including without limitation, third party claims with attorneys' fees) which City, or its elective and appointive boards, officials, officers, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of or any way connected to this License, and the Licensee's negligent acts or omissions, or willful misconduct, associated with Licensee's conducting the event authorized by this License, excepting only liability arising out of the sole negligence of the City. This section shall survive any termination or expiration of this License.

Section 7. Public Liability and Property Damage Insurance. Licensee shall obtain Event insurance in compliance with the minimum scope and limit of insurance as outlined below:

A. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of Two Million Dollars ($2,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

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

C. Licensee shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City. All certificates and endorsements are to be received and approved by the City at least five (5) days before Licensee commences activities.

Section 8. Special Risks or Circumstances: City reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

Section 9. Assignment Prohibited. This License is personal to Licensee. Licensee shall not encumber, assign, sublease or otherwise transfer this License, or any right or interest therein, without the prior written consent of City. Any such encumbrance, assignment, sublease or transfer without such prior consent and approval of City shall constitute an immediate breach of this License and may, notwithstanding any other provision of this License and at the sole discretion of City, result in the immediate termination of this License.

Section 10. Attorneys' Fees. In the Event any action is commenced to enforce or interpret the terms or conditions of this License, the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

Section 11. Notices. Any notice or other communication required, or which may be given, pursuant to this License, shall be in writing. Any such notice shall be deemed delivered (i) on the day 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 of in accordance with this section:

CITY:	LICENSEE:
City of Redlands	IAC Chapter 26
Jeanne Donaldson, City Clerk	c/o Susan Bell, President
P.O. Box 3005	22240 Broken Lance Rd.
Redlands, CA 92373	Apple Valley, CA 92307
jdonaldson@cityofredlnds.org	susanbellfilm@gmail.com
909-798-7531	323-377-1125

Section 12. Entire License/Amendment. This License constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any prior verbal or written representations or agreements respecting the Premises not expressly set forth herein are null and void. Any and all amendments to this License shall be in writing and executed by the Parties.

Section 13. Termination. In the event of any default of this License by Licensee, in addition to any other rights or remedies City may have, City shall have the option of immediately terminating this License. All remedies of City under this section shall be cumulative and in addition to any other legal or equitable rights and remedies which City may have.

Section 14. Waiver. No waiver by either Party of any provision of this License, or waiver of any breach of this License, shall be deemed to be a waiver of any other provision of this License,

or of any subsequent breach by either Party of the same or any other provision of this License.

Section 15. Severability. If any provision of this License is held invalid or unenforceable for any reason by a court of competent jurisdiction, this License shall otherwise remain in full force and effect and shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Executed on the 25th day of July 2023, at Redlands, California

CITY OF REDLANDS

_____

Eddie Tejeda, Mayor

IAC Chapter 26

_____

Susan Bell, President

ATTEST:

_____

Jeanne Donaldson, City Clerk

-

Exhibit A – Airport Event Layout Plan



Notes:

Staff to Monitor CTAF Frequency
Staff a Starter at Ready Line
Airport is open, therefore no TFR
FAA approvals aerobatic box, temporary fixed wing pattern change to the south for the three day event.
75 Pilots, Judges, Volunteers and Ground Crews estimated
20-25 planes estimated
Interested public may attend as airport public use, no admission fee

Legend:

- Aerobatic officials parking
- Judges, staff seating area with Port a Pot (provided by IAC 26)
- Aerobatic aircraft parking
- Pilot Briefing and waiting area in Main Lobby
- Starter Area (tented) and Ready Line
- Park (with Port a Pot) as designated public viewing area

City Council Meeting **G. 1.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and Possible Action Related to the use of Zoom for City Council and Planning Commission meetings and Teleconferencing under Assembly Bill (AB) 2449 (Mayor Tejeda)

MOTION:

The City Council may consider one of the following motions:

- I move that the City Council authorize the continued use of Zoom for all meetings of the City Council and Planning Commission and to comply with teleconferencing requirements as described in AB 2449.

OR

- I move that the City Council authorize the continued use of Zoom only when City Council members or Planning Commissioners are complying with the requirements of AB 2449.

OR

- I move that the City Council discontinue the use of Zoom for all meetings of the City Council and the Planning Commission (and all commissions, boards and committees) and only allow remote participation under the Brown Act traditional, pre-pandemic teleconferencing rules.

DISCUSSION:

At the February 13, 2023, Special Meeting, the City Council authorized the continued use of Zoom for all meetings of the City Council and Planning Commission and to allow remote participation pursuant to AB 2449. At that same meeting, the Council discontinued the use of Zoom for all other City commissions, boards, and committees, unless to comply with AB 2449.

At the request of Mayor Tejeda, this item has been added to the agenda to allow for Council discussion regarding the use of Zoom for City Council and Planning

Commission meetings and remote participation under AB 2449. The Council has three options available for its consideration.

OPTION 1: Maintain the Status Quo
Zoom will continue to be utilized for meetings of the City Council and Planning Commission and to allow Council Members and Planning Commissioners to utilize AB 2449 for remote participation.

OPTION 2: Zoom Available Only for AB2449 Compliance
Zoom will not be available for meetings of the City Council or the Planning Commission, except when a member must participate remotely pursuant to AB 2449. Under AB 2449, a member of the City Council or the Planning Commission may participate in a meeting remotely if the need for the remote participation meets the standards under "Just Cause" or "Emergency Circumstances" and subject to certain conditions including allowing members of the public to participate remotely.

"Just Cause" is defined as the following:

- Childcare or caregiving of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Council Member to participate remotely.
- A contagious illness that prevents a member from attending in person.
- A need related to a physical or mental disability
- Travel while on official business of the City Council or another state or local agency.

"Emergency Circumstances" is defined as a physical or family medical emergency that prevents a Council Member from attending in person.

OPTION 3: Discontinue Zoom for any Public Meetings; Remote Participation only pursuant to the Traditional Brown Act Teleconferencing Rules
The Council may elect to discontinue the use of Zoom for City Council and Planning Commission meetings (and the meetings of its commissions, boards and committees) and require in-person participation in public meetings. Under this option, members of the City Council, Planning Commission and other commissions, boards and committees may only participate remotely in meetings pursuant to the traditional Brown Act teleconferencing rules which require that remote participation occur as follows:

- Teleconferencing is via some form of video or audio (i.e., conference call or call-in number) technology or both;
- At least a quorum of the City Council must participate in teleconferencing locations within the City of Redlands.
- Each teleconference location must be identified in the notice and agenda of the meeting.
- Agendas must be posted at each teleconference location.

- Each teleconference location must be accessible and open to the public.
- The agenda must provide the opportunity for the public to address the City Council directly at each teleconference location.
- All votes must be by roll call.

SUBMITTED BY:
Mayor Eddie Tejeda

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney

PREPARED BY:
Ross Wittman, Project Manager

Fiscal Impact

Discussion:
There is no fiscal impact associated with this agenda item.

City Council Meeting **G. 2.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize expenditure of funds for travel to Sister Cities Hino,Japan, for Mayor Tejeda to attend the 60-year celebration of Hino's establishment, and the anniversary of the Sister Cities relationship (Mayor Tejeda)

MOTION:

I move to approve and authorize the expenditure of funds for travel to Hino, Japan by Mayor Tejeda.

DISCUSSION:

The City of Redlands and the City of Hino, Japan began their sisterhood nearly 60 years ago at Hino city's establishment. This year marks the 60th anniversary of that relationship, and Hino's founding. During a City Council presentation on May 16, 2023, Caitlin Arakawa, of Sister Cities Hino, Japan, extended an invitation to Mayor Tejeda from Hino City Mayor Otsubo to attend their 60th anniversary celebration in Hino this coming November. Or, if unavailable, to delegate the honor to another City Council Member. Mayor Tejeda has elected to accept this invitation from our sister city.

Similarly, in 2003, Councilmember John Harrison accepted an invitation to visit Hino to celebrate their 40th year anniversary. At the time, Councilmember Harrison reported that he was a member of a group of 11 people representing the City of Redlands, including then and current Sister City Association President Roy Cencirulo. Gifts from the trip are on display in the Japanese Showcase located in the Council Chambers.

The firmly established relationship between the two cities has provided the opportunity not only for officials to travel to and experience the sister cities, but also for Hino students to visit and tour the City of Redlands. In fact, with the coordination assistance of Mr. Cencirulo, Redlands will again host Hino student visitors on July 25, 2023.

For that reason, and in accordance with Resolution No. 7938 Section 1, Mayor Tejeda is seeking City Council authorization for the expenditure of funds for his trip of goodwill to Hino, Japan in November 2023.

SUBMITTED BY:
Mayor Eddie Tejeda

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

PREPARED BY:
Jennifer Macias, Management Analyst

Attachments

Hino, Japan Invitation
Resolution No. 7938

Redlands Sister Cities
P.O. Box 3005
Redlands, California 92373

March 28, 2023

To: The Honorable Mayor of Redlands and City Council members
From: Hino City Mayor Otsubo

Dear Redlands City Council:

On behalf of the Hino City Government, we are announcing the celebration of our 60th anniversary of the establishment of Hino City's municipality on Friday, November 3, 2023. It is also the anniversary of our sister cities relationship.

We realize you have a very busy schedule, however if it is not too much of an inconvenience, the Hino City Government would like to request your attendance. An official announcement and attendance confirmation will be made again in April 2023.

The following information will be forthcoming:

1. 60th Anniversary Ceremony of Hino City Enforcement

2. Date (tentatively planned): Friday, November 3, 5th year of "Reiwa," (2023). The scheduled activity will be held in the morning.

3. Changes may occur due to Corona virus safeguards and other unforeseen circumstances.

Inquires can be made to the Hino City Planning Department and Management Division, Mr. Baba, 042-514-8047.

ともに創ろう 心つながる 夢のまち 日野
～水とみどりを受けつごう～

日野市

〒191-8686　東京都日野市神明1-12-1

直通電話

代表電話　042-585-1111

年　月　日

担当部課名　企画経営課

ふだん着でCO_2をへらそう！

みんなで地球をたすけよう！
～未来の子どもたちに～



RESOLUTION NO. 7938

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING AN EXPENSE AND USE OF PUBLIC RESOURCES POLICY

Whereas, the City Council (the "Council") of the City of Redlands (the "City") takes its stewardship over the use of its limited public resources seriously; and

Whereas, public resources should only be used when there is a substantial benefit to the City Council and the City of Redlands; and

Whereas, such benefits include: (1) the opportunity to discuss the City's concerns with state and federal officials; (2) participating in regional, state and national organizations whose activities affect the City; (3) attending educational seminars designed to improve officials' skill and information levels; and (4) promoting public service and morale by recognizing such service; and

Whereas, (1) legislative and other regional, state and federal City business is frequently conducted over meals; (2) sharing a meal with regional, state and federal officials is frequently the best opportunity for a more extensive, focused and uninterrupted communication about the City's policy concerns; and (3) each meal expenditure must comply with the limits and reporting requirements of local, state and federal law; and

Whereas, this policy has been established to provide guidance to the Council on the use and expenditure of City resources, as well as the standards against which those expenditures will be measured; and

Whereas, this policy satisfies the requirements of Government Code sections 53232.2 and 53232.3; and

Whereas, this policy supplements the definition of actual and necessary expenses for purposes of state laws relating to permissible uses of public resources; and

Whereas, this policy also supplements the definition of necessary and reasonable expenses for purposes of federal and state income tax laws; and

Whereas, this policy also applies to any charges made to a City credit card used by Council members and advances provided to Council members of the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Redlands as follows:

Section 1. Authorized Expenses. City funds, equipment, supplies (including letterhead), titles and staff time must only be used for authorized City business. The following types of expenses generally constitute authorized expenses, provided the other requirements of this policy are met:

A. Communicating with representatives of regional, state and national government on City adopted policy positions;

B. Attending educational seminars designed to improve officials' skill and information levels;

C. Participating in regional, state and national organizations whose activities affect the City's interests;

D. Recognizing service to the City (for example, thanking a longtime official or employee with a retirement gift or celebration of nominal value and cost);

E. Attending City events;

F. Implementing a City-approved strategy for attracting or retaining businesses to the City of Redlands, which will typically involve at least one staff member;

All other expenditures, including international and out-of-state travel, require prior approval by the City Council.

Examples of personal expenses that the City will not reimburse include, but are not limited to:

A. The personal portion of any trip;

B. Political or charitable contributions or events;

C. Family expenses, including partner's expenses when accompanying the Council member on City-related business, as well as children or pet related expenses;

D. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;

E. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and

F. Alcohol and personal bar expenses; and

G. Personal losses incurred while on City business. Any questions regarding the propriety of a particular type of expense should be resolved by the City Council before the expense is incurred.

Section 2. General Standards/Cost Control. The intent of this policy is to emphasize economy and practicality with reasonable subsistence and accommodations while on City business. The policy is not intended to address every issue, exception or contingency that may arise in the course of City travel or attendance at meetings. Accordingly, the basic standard that should prevail is to use good judgment in the use and stewardship of City funds. Any deviations from the policy should be approved by the City Council. To conserve City resources and keep expenses within community standards for public officials, Council members should adhere to the guidelines provided within this policy.

Section 3. Procedures for Requesting Training/Travel on City Business.

A. Mandatory Use of the Training/Travel Request Form

1. Completion of the Training/Travel Form prior to traveling on City business is required whether or not one expects to receive an advance or reimbursement for business related training/travel expenses. Not only does this document serve as authorization to travel on City business, but it also serves as a summarization of the total cost of attending conferences, meetings and seminars, and provides documentation of cash advances, vendor payments and credit card purchases. The completed form should provide:

   a. The purpose of the expenditure(s);
   b. The benefits of such expenditure to the City;
   c. The anticipated amount of the expenditure(s) (for example, hotel rates, meal costs, and transportation expenses); and
   d. The dates of the expenditure(s).

2. Approval of the training/travel form may be made by the Redlands City Manager or his/her designee and must be obtained prior to submittal to the Finance Division.

B. Methods of Payment for Training/Travel Expenses

1. The City will pay all legitimate expenses of training/travel for City- related business, including transportation, lodging, registration fees, meals, and any other expenses incurred for official City business and in accordance with these guidelines. There are four methods of payment that may be used for training/travel-related expenses, individually or in combination:

   a. Direct payments to vendors by check may be used to pay for specific costs related to the trip, usually for registration fees, lodging, and airfare.

   b. The City does not issue individual credit cards to Council members, however payments by a City credit card may be used to prepay travel expenses, including registration fees, lodging and airfare, or may be used to cover business expenses as they arise on the trip. City credit cards shall not be used for personal expenses,

even if the Council member subsequently reimburses the City.

c. Reimbursement for out-of-pocket expenses incurred by the Council member is allowed and is preferred to a cash advance for expenses where a specific dollar amount is not known in advance.

d. Cash advances may be paid to a Council member prior to his/her trip to cover expenses expected to arise on the trip. Cash advances should only be made for the maximum allowable meal allowance per day, as defined herein, and any other expenses where the dollar amount is known in advance rather than based on estimation.

Section 4. Allowable Types of Expenses

A. Transportation. The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route. In the event that a more expensive transportation form or route is used, the cost borne by the City will be limited to the cost of the most economical, direct, efficient and reasonable transportation form unless otherwise approved by the City Council.

1. Any charge for an unused reservation shall be considered the personal responsibility of the Council member, unless failure to cancel the reservation was due to circumstances beyond the Council member's control. Final determination on whether such an expense becomes the personal responsibility of the Council member will be made by the City Council.

2. Automobile mileage is reimbursable at Internal Revenue Service rates presently in effect (see www.irs.gov). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable with receipts.

3. Airport parking may be used during travel on official City business and is reimbursable with receipts. In accordance with the intent and standards set forth in this policy, the most economical mode should be used. (i.e. long-term parking whenever reasonably practicable). Any other parking required during the course of official City business is reimbursable with receipts.

4. If car rental is required, a Council member may use a City credit card or receive reimbursement upon return from his/her trip. When determining the type of rental car to be used, consideration should be given to the economic standards set forth in this policy and the appropriate use and stewardship of City funds.

5. If local ground transportation is needed during a trip, the use of public transit such as airport shuttles, buses, streetcars and subways is appropriate. Use of hotel courtesy

buses and local shuttles is also allowed and encouraged. Use of taxis are allowed when other public transit or common carriers are not reasonably available. Reimbursement requests may include tips incurred as part of the ground transportation costs. Receipts are required. If a receipt is unavailable, the Council member shall submit a reimbursement request that includes a memorandum to the Redlands City Manager and Finance Director indicating the type of ground transportation used, the distance traveled, the amount, and the reason a receipt is not being submitted. (Note: Cash advances for ground transportation will only be given when the cost is known and documented prior to travel. If amounts are unknown, reimbursement for out-of-pocket expenses is appropriate.).

B. Lodging. Lodging costs will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay. If such lodging is in connection with a conference, lodging costs should not exceed the group rate published by the conference sponsor for the meeting in question. For overnight stays in other contexts, reasonable rates for a given area will be reimbursed. Consideration will be given to the distance from the hotel to the training or meeting site. Any charge for an unused reservation shall be considered the personal responsibility of the Council member, unless failure to cancel the reservation was due to circumstances beyond the Council member's control. Final determination on whether such an expense becomes the personal responsibility of the Council member will be made by the City Council.

C. Meals and Incidentals (Per Diem). Per Diem reimbursement will be issued for meals and incidentals for travel that is fifty (50) miles or more from City Hall. The City's per diem rates are based on the U.S. General Services Administration Guidelines, which vary by location, and are listed online at www.gsa.gov. In addition to meals, these rates shall govern reimbursement for incidental expenses such as service tips (e.g., housekeeping or porter tips). Incidental expenses, unless specifically cited below, will not be reimbursed.

- The maximum reimbursable gratuities for meals is twenty percent (20%) of allowable meal expenses and taxes.
- For the first and last days of travel, seventy five percent (75%) of the applicable GSA daily per diem rates will apply.
- If a complimentary meal is served on the plane, included in a conference registration fee, included within a standard, single hotel room rate, or replaced by a business meal, the per diem allowance for that meal may not be claimed.
- Receipts are not required for per diem allowances.

D. Telephone/Fax/Cellular. City Council members will be reimbursed for actual telephone and fax expenses incurred on City business. Telephone bills should identify which calls were made on City business.

E. Other expenses not already discussed in this policy, but reasonably incurred in the course of official City business, may be reimbursed with the approval of the Redlands City Manager or his/her designee and/or the City Council. Appropriate documentation

should be provided with the reimbursement request. Expenses for which Council members receive reimbursement from another City are not reimbursable.

Section 5. Expense Report Content and Submission Deadline.

A. Expense reports must document that the expense in question met the requirements of this policy. For example, if the meeting is with a legislator, the Council member should explain whose meals were purchased, what issues were discussed and how those relate to the City's adopted legislative positions and priorities.

B. Council members must submit their expense reports on an Expense Reimbursement Claim Form, whether or not they are receiving reimbursement of out-of-pocket expenses or whether they are clearing a cash advance within sixty (60) calendar days from the date the travel/training was completed, accompanied by receipts documenting each expense.

C. The Expense Reimbursement Claim Form should be signed by the Council member(s) who participated in the training/travel, approved by the Redlands City Manager or his/her designee, and submitted to the Finance Department for review.

D. Following review by the Finance Department, the Expense Reimbursement Claim Form will be returned to the Council member who will then submit the form to the Treasurer for cash reimbursement or to clear a cash advance.

E. Inability to provide such documentation in time required by this policy may result in the expense being borne by the Council member.

Section 6. Audits of Expense Reports. All expenses are subject to verification of compliance with this policy.

Section 7. Reports to City Council. At the following Council meeting, each Council member shall briefly report, either verbally or by written report on meetings attended at City expense. If multiple Council members attended the meeting, a joint verbal or written report may be made. Notice of the report shall be add to the agenda for purposes of reminding the official to report, and for compliance with the Ralph M. Brown Act.

Section 8. Compliance with Laws. Council members should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All City expenditures are public records subject to disclosure under the Public Records Act.

Section 9. Violation of this Policy. Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: (1) loss of reimbursement privileges, (2) a demand for restitution to the City (3) the City's reporting the expenses as income to the Council member to state and federal tax authorities, (4) civil penalties of up to $1,000 per day and three times the value of the resources used, and (5) prosecution for misuse of public resources.

Section 10. Rescission of Prior Policy. Resolution No. 6467 of the City Council of the City of Redlands is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 19th day of November, 2019.

Paul W. Foster, 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 19th day of November, 2019, by the following vote:

AYES:	Councilmembers Barich, Tejeda, Momberger, Davis; Mayor Foster
NOES:	None
ABSENT:	None
ABSTAIN:	None

Jeanne Donaldson, City Clerk

City Council Meeting **G. 3.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to Resolution No. 8508 establishing the process for the selection of the Mayor and Mayor Pro Tempore and their respective terms of office and repealing Resolution No. 8414 (Mayor Tejeda)

MOTION:

Should the City Council concur with Mayor Tejeda's recommendation, the following motion is provided.

I move to adopt Resolution No. 8508.

DISCUSSION:

At the request of Mayor Tejeda this item has been added to the agenda to allow City Council discussion relating to the process for the selection of the Mayor and Mayor Pro Tempore and their respective terms of office.

SUBMITTED BY:
Mayor Eddie Tejeda

Attachments

Resolution No. 8414
Resolution No. 8508

RESOLUTION NO. 8414

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING THE PROCESS FOR THE SELECTION OF THE MAYOR AND MAYOR PRO TEMPORE AND THEIR RESPECTIVE TERMS OF OFFICE

WHEREAS, Section 2.02.020 of the Redlands Municipal Code, titled "Selection of Mayor and Mayor Pro Tempore; Terms of Office," presently establishes a process whereby the City's Mayor and Mayor Pro Tempore are selected, individually, by their colleagues of the City Council for a two-year term; and

WHEREAS, the process for the selection of Mayor and Mayor Pro Tempore has been codified in the Redlands Municipal Code, without substantive change for more than 35 years, since 1985 and, in uncodified ordinance form, without substantive change, since 1955; and

WHEREAS, this Resolution relating to the selection of the Mayor and Mayor Pro Tempore is the first substantive governmental business action taken by the City Council during this century when the residents of Redlands are fully represented by their respective selection of five individuals, from five council member districts; and

WHEREAS, because this is a historic time for Redlands and its City Council, this City Council believes the first action taken by the City Council should be one of unanimity, reflecting the Council members acting as a whole without regard to the districts they were selected from; and one of vision, choosing its leadership not only now for the following year, but also for, the next four years for continuity and good government purposes; and

WHEREAS, the process established by this Resolution is transparent, open, and performed in a manner which avoids randomness or adherence to numbers or labels, and instead provides certainty; and

WHEREAS, the process established by this Resolution ensures that each City Council member voting on this Resolution who has not yet had an opportunity to serve as the Mayor of Redlands is given that opportunity; and

WHEREAS, the process established by this Resolution recognizes the natural hierarchal ascension of officers in governmental and non-governmental organizations, and private business entities; and further takes advantage of Council member wisdom gained through experience in the ascension to the role of Mayor; and

WHEREAS, this City Council has decided to change the process for the selection of the Mayor and Mayor Pro Tempore and will hold a first reading of, and introduce, Ordinance No. 2953 to amend section 2.02.020 of the Redlands Municipal Code relating to such process for purposes of efficiency, and to promulgate good government practices as stated herein;

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

Section 1. The Mayor and Mayor Pro Tempore shall be chosen by the City Council December of each even-numbered year upon the affirmative vote of the majority of the total membership of the City Council. The Mayor and Mayor Pro Tempore serve at the pleasure of the City Council.

Section 2. At its regular meeting in December 2024, the selection of a Mayor and Mayor Pro Tempore shall be determined by seniority based on a Council Member's continuous length of service on the City Council without having served as Mayor. The Council Member with the longest continuous service on the City Council without having served as Mayor shall be appointed to serve as Mayor. The Council Member with the second longest continuous length of service on the City Council without having served as Mayor shall be appointed to serve as Mayor Pro Tempore. In the event two or more Council Members have equal seniority based upon their continuous length of service on the City Council without having served as Mayor, the Council Member with the higher vote count in his or her most recent election is considered to have higher seniority and shall be selected Mayor. The Council Member with the second highest vote count in his or her most recent election is considered to have the second highest seniority and shall be selected Mayor Pro Tempore.

Section 3. At its regular meeting in December 2026, the current Mayor Pro Tempore shall automatically succeed to the position of Mayor. The Council Member with the next longest continuous service on the City Council who has not yet served as Mayor shall be selected as Mayor Pro Tempore. Council Members having equal seniority shall be selected in the same manner as set forth in Section 2.

Section 4. The Mayor and Mayor Pro Tempore shall hold office from the date of their selection, until their identified successors take office or their successors are chosen. In the event a Council Member resigns from the position of Mayor or resigns from the City Council, the Mayor Pro Tempore shall automatically succeed to the position of Mayor. In the event a Council Member resigns from the position of Mayor Pro Tempore or resigns from the City Council, the position of Mayor Pro Tempore shall be filled in the same manner as set forth in Section 2.

Section 5. A Council Member may decline the position of Mayor or Mayor Pro Tempore. In that event, priority shall be given to the next most senior Council Member based on his or her length of service on the City Council without having served as Mayor.

Section 6. In the event that application of these rules would result in no Council Member being eligible to fill either the Mayor or Mayor Pro Tempore position, then the City Council may vote to appoint any one of its members to serve.

Section 7. This Resolution shall take effect on the effective date of City of Redlands Ordinance No. 2953.

ADOPTED, SIGNED AND APPROVED this 20th day of December, 2022.

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 20th day of December, 2022, by the following vote:

AYES:	Councilmembers Barich, Davis, Guzman-Lowery, Saucedo; Mayor Tejeda
NOES:	None
ABSENT:	None
ABSTAINED:	None

Jeanne Donaldson, City Clerk

RESOLUTION NO. 8508

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING THE PROCESS FOR THE SELECTION OF THE MAYOR AND MAYOR PRO TEMPORE AND THEIR RESPECTIVE TERMS OF OFFICE AND REPEALING RESOLUTION NO. 8414

WHEREAS, on December 20, 2022, the City Council discussed potential changes to the selection process by which the council selects the Mayor and Mayor Pro Tempore; and

WHEREAS on January 17, 2023, the City Council adopted Ordinance No. 2953 amending Chapter 2.02 of the Redlands Municipal Code and Resolution 8414 amending the procedure for selecting the Mayor and the Mayor Pro Tempore; and

WHEREAS, Resolution No. 8414 amended the process by which the City Council selects the next Mayor and Mayor Pro Tempore and introduced a seniority-based rotation for these positions; and

WHEREAS, it is the desire of the City Council to repeal Resolution No. 8414 and to adopt Resolution No. 8508 to restore the language and the process that existed in former Chapter 2.02 describing the Mayor and Mayor Pro Tempore Selection Process to that which existed previously; and

WHEREAS, the adoption of Resolution No. 8508 restores the process for selecting the Mayor and Mayor Pro Tempore to a nomination selection process.

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

Section 1. The City Council shall meet after each general municipal election and choose one of its members as Mayor, and one of its members as Mayor Pro Tempore. The terms of office of the Mayor and Mayor Pro Tempore shall be for (2) years, except as provided in Section 2.

Section 2. In the event of the terms of the Council member are shortened or extended, as a result of any change in the election date for City Council members, the terms of the Mayor and Mayor Pro Tempore shall be correspondingly shortened or, in the case of an extension of the Council members' terms, the City Council shall meet and select one of its members to serve as Mayor and one of its members as Mayor Pro Tempore for the period of time the Council members' terms are extended until the next municipal election.

Section 3. The Mayor and Mayor Pro Tempore shall hold office, at the pleasure of the City Council, from the date of their selection and until their successors are chosen.

Section 4. The City Council hereby repeals Resolution No. 8414.

ADOPTED, SIGNED AND APPROVED this 25th day of July, 2023.

_____
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 25th day of July, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **H. 1.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Resolution No. 8497- Delinquent Municipal Services Account Report (Mayor to declare the meeting open as a public hearing)

A. Public Hearing to Consider Resolution No. 8497 approving the Delinquent Municipal Services Account Report and Submittal of the Report to the Auditor-Controller of San Bernardino County for Lien Processing (Management Services/Finance Director Garcia)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls upon City Clerk for comments/questions/testimony received from members of the public.
5. Mayor closes the public hearing.
6. City Council considers the motion and votes.

MOTION(S):

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

I move to adopt Resolution No. 8497.

RECOMMENDATION:

Staff recommends that the Council adopt Resolution No. 8497, a resolution of the City Council of the City of Redlands approving the Delinquent Municipal Services Account Report and subsequent submittal of this report to the Auditor-Controller of San Bernardino County for recordation of a Special Assessment on the 2023-2024 tax roll against properties resulting from

non-payment of certain City of Redlands municipal services accounts.

DISCUSSION:

To maintain healthy and sanitary conditions, Redlands Municipal Code Section 13.64.070 states that "The fact that any property is occupied shall be prima facie evidence that solid waste is being generated and accumulated upon such property and that service charges for the collection and disposal thereof are due to the City. Every person owning or occupying any property in the City shall keep such property in a clean and sanitary condition and shall not cause or permit solid waste to collect or accumulate upon; provided, however, that this provision shall not be construed to interfere with any customer keeping building materials upon property during the construction, reconstruction, or repair of a building or structure thereon under a valid building permit, nor with the keeping of wood neatly piled upon such property for household use." This section further states, "Every property shall subscribe to automated or non-automated solid waste services. It is unlawful for any property to keep, accumulate, or permit to be kept or accumulated, any solid waste in or upon any private place unless the same shall be in a container for such as specified in this chapter. It is unlawful for any property to fail or neglect to provide for the removal of solid waste from such property in accordance with the provisions of this chapter."

The Customer Service Division's standard procedures include regular bills, reminder notices, final notices, courtesy phone calls, and special certified letters when attempting to collect payment for delinquent municipal service bills, which include solid waste and recycling services, household hazardous waste disposal services, and street cleaning services. Delinquent accounts are sent letters indicating that the City may move forward with procedures in accordance with the Redlands Municipal Code section 13.64.060 "B" which states, in part, that "In addition to any other remedies it may have for the collection of delinquent accounts, the city may cause notice of a hearing on delinquent accounts in accordance with Government Code sections 25830.1 and 38790.1. Such notice shall be mailed to property owners listed as delinquent accounts not less than ten (10) days prior to the date of the hearing. At the hearing, the City Council shall hear any objections or protests of such property owners. The City Council may make such revisions, corrections or deletions to the report of delinquent accounts as it deems just, after which, by resolution, the report shall be confirmed. The delinquent charges set forth in the delinquent account report may be placed as a lien on such properties for the amount of such delinquent charges plus legal fees and administration costs. A certified copy of the confirmed report shall be filed with the city clerk, for the current tax roll."

Thirty-four (34) letters were mailed to property owners on June 29, 2023, providing them with notice that the City Council would hold a public hearing on July 18, 2023 "to consider the submittal of a report to the Auditor-Controller of San Bernardino County for recordation of a special assessment on the

2023-2024 tax roll against your property resulting from non-payment of a City of Redlands municipal services account". Due to technological difficulties, the July 18, 2023 City Council Meeting was adjourned and continued to July 25, 2023.

If these delinquent accounts are not paid by August 23, 2023, they will be included on the 2023-2024 tax roll that staff will submit to the County no later than the final deadline of September 1, 2023. Staff will accept payments on delinquent accounts up until August 23rd, such that any and all accounts that are brought current as a result will be excluded from the list being sent to the County for recordation.

The cost to apply a Special Assessment to the next tax roll is $1.20 per submission, charged to the property owner. At the time the notices were prepared for mailing, 34 accounts totaling $36,594.50 were delinquent. However, the amounts reported to the County Auditor-Controller for inclusion on the tax roll may be less if any or all of these accounts are paid by August 23, 2023. For accounts that are still active and receiving service, additional bi-monthly charges will continue to accrue and will be billed to the current accounts of record. In the event the accounts fail to pay future bills in a timely manner and additional delinquencies accrue, future special assessments may be placed on the tax roll to secure payment from the customer.

ALTERNATIVES:

The City Council could direct staff to enlist the services of a collection agency for all delinquent accounts, including owner-occupied, that would attempt to collect the delinquent revenues due the city. This option would require the city to forfeit a portion of any amounts the collection agency was successful in collecting on behalf of the city, which is approximately 30% of the total receivable. It may also have an adverse effect on the account holder's credit score.

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
Tabitha Crocker, Facilities and Community Services Director

PREPARED BY:
Aimee Hoover, Revenue Supervisor

Fiscal Impact

Fiscal Year:	2023-2024
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	$36,594.50
Budgeted Y/N:	Y
Account No.:	various

Discussion:

Approval of this resolution will provide for escalated procedures in an attempt to capture $36,594.50 in lost revenue associated with municipal services rendered.

Attachments

Sample Customer Letter

Resolution No. 8497 for Delinquent Municipal Service Accounts

Preliminary Delinquent Municipal Utility Accounts

June 29, 2023

CUSTOMER NAME
CUSTOMER ADDRESS
CITY, STATE ZIP

RE: APN # 0292491050000
PREMISE ADDRESS: #### W SAN BERNARDINO AVE
DELINQUENT BALANCE AS OF THIS NOTICE: $XXX.XX

NOTICE OF PUBLIC HEARING

This notice is to inform you that on Tuesday, July 18, 2023, at 6:00 p.m. in the City of Redlands Council Chambers located at 35 Cajon St., Suite 2, Redlands, California, the Redlands City Council will hold a public hearing to consider the submittal of a report to the Auditor of San Bernardino County for recordation of a Special Assessment on the 2023-2024 tax roll against your property resulting from non-payment of a City of Redlands municipal services account. As the property owner of record, you have the opportunity to present to the City Council comments and/or testimony regarding this matter.

To prevent this impending lien action, please remit your past due balance in full no later than Wednesday, August 23, 2023.

Please be informed that if the assessment is imposed on your property, the property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of a property owner to receive notice. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes.

For questions regarding this matter, please contact Cindy Tryon, Utility Customer Service Supervisor, at (909) 798-7678 Ext. 1, or Aimee Hoover, Revenue Supervisor at (909) 798-7596.

Sincerely,

Danielle Garcia
Management Services/Finance Director

RESOLUTION NO. 8497

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING THE DELINQUENT MUNICIPAL SERVICES REPORT AND SUBMITTAL OF THE REPORT TO THE AUDITOR OF SAN BERNARDINO COUNTY FOR LIEN PROCESSING

WHEREAS, the City of Redlands has provided service and properly billed and noticed delinquent accounts based on a preliminary report dated June 29, 2023, for solid waste and recycling collection and disposal, household hazardous waste disposal, and street cleaning services; and

WHEREAS, certain property owners receiving such services, as shown on the last available assessment roll, have failed to take action to pay the outstanding delinquent balance owed to the City; and

WHEREAS, measures are being taken in accordance with Chapter 13.64 of the Redlands Municipal Code which states "…in the event of non-payment of any portion of the municipal services statement, any charges for service shall be deemed the responsibility of the property owner and may result in a lien against the property;" and

WHEREAS, pursuant to Chapter 13.64 of the Redlands Municipal Code, a duly noticed public hearing was held on July 25, 2023, so that the property owners could object or protest the proposed adoption of this resolution, and

WHEREAS, the City Council of the City of Redlands, having considered the delinquent solid waste service accounts, together with any objections and protests by property owners, desires to declare the delinquent accounts as special assessments and cause such accounts to be recorded as a lien against the properties benefitting from the provision of such services.

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. The City Council approves the submittal of delinquent solid waste service accounts to the auditor of San Bernardino County, who will record and enter the assessments on the property tax roll against the properties that remain delinquent as of August 24, 2023.

Section 2. The City Clerk of the City of Redlands is hereby authorized and directed to send a certified copy of this resolution, to the auditor, or the officer holding the equivalent position of auditor, for the County of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 25th day of July 2023.

Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

July 18, 2023 Report Preliminary
Delinquent Municipal Services Accounts

APN		Total Account Balance
0300272230000		$ 10.77
0300355070000		$ 560.43
0300511040000		$ 186.56
0301143330000		$ 186.56
0300215240000		$ 756.54
0300131180000		$ 180.82
0300241320000		$ 551.20
0300373010000		$ 326.20
0300353090000		$ 261.04
0300481060000		$ 130.52
0300501050000		$ 83.01
0300022170000		$ 117.86
0300262050000		$ 534.24
0300215250000		$ 551.20
0300161330000		$ 195.04
0300072060000		$ 93.28
0301191120000		$ 551.20
0301141260000		$ 173.12
0301141130000		$ 261.04
0300272270000		$ 136.00
0300272040000		$ 93.28
0300215080000		$ 130.52
0300201090000		$ 93.28
0301143380000		$ 551.20
0300212010000		$ 93.28
0300131160000		$ 534.24
0294091450000		$ 160.28
0300123030000		$ 185.84
0300091080000		$ 93.28
0167681070000		$ 1,773.55
0300072150000		$ 186.56
0167511260000		$ 17,393.32
0300241340000		$ 93.28
0292032060000		$ 9,365.96
Total All Parcels		**$ 36,594.50**
Count		**34**

City Council Meeting **H. 2.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Resolution No. 8502- Delinquent Administrative Citation and Fine Report
(Mayor to declare meeting open as a public hearing)

A. Public Hearing to Consider Resolution No. 8502 approving the Delinquent Administration Citation Fine Report and submittal to the Auditor-Controller of San Bernardino County for Lien Processing (Facilities and Community Services Director Crocker)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls for comments/questions/testimony from members of the public (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

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

I move to approve Resolution No. 8502.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8502, and approve the delinquent fines report and submittal of a Notice of Lien to the San Bernardino County Auditor- Controller/Treasurer/Tax Collector for recordation as a special assessment on the 2023-2024 tax roll against the properties identified in the report resulting from non-payment of City of Redlands' administrative citation fines.

DISCUSSION:

The property owners, identified in the reports, have been found in violation of various sections of the Redlands Municipal Code (RMC). To date, 72 delinquent administrative citations have been issued to the property owners listed in the report with a total unpaid fine balance of $68,705 as of July 1, 2023. In this report, the delinquent 72 administrative citations are related to Chapter 5.04 business license required, Chapter 2.24, 8.04, 8.08, 8.10, 8.20, 8.72, 9.16, 9.32, property maintenance, weeds, trash, graffiti, permits needed, noise disturbance, inoperative vehicles, vacant registration, prohibited RV/boat parking, emergency response, unlawful possession, defecating in public, unsightly appearance, fire hazard, public nuisance, Chapters 12.12, 12.32, 12.46, 13.52, 13.54, 15.04, 15.36, 18.164, 18.168, 18.188, 18.20, HS17920.3 - permits not obtained, mechanical/ electrical/building code violations, property alteration of buildings, no landscaping or maintenance of parkway, unsecured property, illegal grading/no permit, maintenance, lack of paint, dumping/burying, prohibited acts/open space, no address posted, premature demo, CUP needed, prohibited signs, buildings not for human habitation, and items in the parkway.

Section 1.22.140 (B) of the RMC states that the fines levied by administrative citations are deemed a special assessment against each lot or parcel of land upon which the violation existed, and as thus made and confirmed, shall also become the personal obligation of each lot or parcel of land. Prior to recording a lien against a property, a report must be prepared by the City Manager in accordance with Section 1.22.140 (B), detailing the fines and additional information on the property and violation. A comprehensive report of the fines and corresponding information has been prepared by staff in accordance with the Redlands Municipal Code and is attached for the City Council's reference. Recording a lien for non-payment does not relieve the property owner from correcting the violation.

The property owners were mailed a notice of the City Council's consideration of this report on July 5, 2023, which specifies that objections may be presented at the hearing or filed in writing five days in advance of the hearing. The City Council must consider the report, together with any objections or protests which may be raised by any person. The City Council may make corrections, revisions

or modifications to the report as it may deem appropriate. If the City Council approves the Resolution confirming the special assessments, the City Clerk will be directed to file a Notice of Lien with the County Auditor-Controller/Treasurer/ Tax Collector. The cost to submit the special assessments for the next tax roll is $1.20 per parcel, charged to the property owner. The current total amount of delinquencies for these citations is $68,705. In the event the violations are not corrected, and additional citations accrue, future special assessments may be placed on the tax roll to secure payment from the property owner. The public hearing originally scheduled for July 18, 2023 was adjourned due to technological difficulties and continued to July 25, 2023.

ALTERNATIVES:

The City Council may make corrections, revise or modify the report as it may deem appropriate.

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:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	2023-2024
Revenue Generating:	Yes
Amount:	68705
Account No.:	101300

Discussion:

To date, 72 administrative citations have been issued to the property owners listed in the report with a total unpaid fine balance of $68,705 as of July 1, 2023. The cost of adding each special assessment to the tax roll is considered nominal at a cost of $1.20 per parcel, charged to the property owner.

Attachments

A. Resolution No. 8502 - Delinquent Administrative Citations 2023

B. Sample Lien Notice Letter

C. Administrative Citation Spreadsheet

RESOLUTION NO. 8502

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING A DELINQUENT ADMINISTRATIVE CITATION FINE REPORT AND SUBMITTAL OF A NOTICE OF LIEN TO THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR FOR PROCESSING

WHEREAS, the City of Redlands has issued administrative citations to the owners of various properties located within the City; and

WHEREAS, the property owners who received the administrative citations are identified in the City Manager's report and have failed to pay the delinquent fines for such citations; and

WHEREAS, Section 1.22.140 of the Redlands Municipal Code provides that "…fines levied by administrative citation, or by administrative hearing order, constitute a special assessment against each lot or parcel of land upon which the violation existed, and as thus made and confirmed shall also become the personal obligation of each lot or parcel of land;" and

WHEREAS, pursuant to Section 1.22.140 of the Redlands Municipal Code, on July 25, 2023, a duly noticed public hearing was held at which the property owners were provided the opportunity to object or protest the proposed adoption of this resolution; and

WHEREAS, the City Council of the City of Redlands, having considered the City Manager's report regarding delinquent administrative citations, together with any objections and protests by the property owners of various locations, desires to declare the delinquent fines as special assessments and cause such fines to be recorded as a lien against the properties identified in the report;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. The City Council approves the delinquent administrative citation fines report submitted by the City Manager and confirms such delinquent fines to be entered as special assessments on the property tax roll against the properties identified in the report.

Section 2. The City Clerk of the City of Redlands, and the City's Finance Director, are hereby authorized and directed to send a certified copy of this resolution and a Notice of Lien for the delinquent fines (as special assessments), and all other appropriate documentation to place the fines in the tax roll to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for the County of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 25th day of July, 2023.

_____
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 25th day of July, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

JULY 5, 2023

Recipient Address

RE: APN XXXXXXXXXX
PREMISE ADDRESS:
DELINQUENT BALANCE AS OF THIS NOTICE: $

NOTICE OF PUBLIC HEARING

This notice is to inform you that on Tuesday, July 18, 2023 at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City of Redlands Council Chambers located at 35 Cajon St., Suite 2, Redlands, California, the Redlands City Council will hold a public hearing to consider the submittal of a report to the Auditor of San Bernardino County for recordation of a Special Assessment on the 2023-2024 tax roll against your property resulting from non-payment of a City of Redlands Administrative Citation.

Pursuant to Section 1.22.130 of the Redlands Municipal Code, you have the opportunity to present objections to the City Council regarding this matter. Alternatively, you may submit your objections in writing at least five (5) days in advance of the hearing, or by Thursday, July 14, 2022.

To prevent this impending lien action, please remit your past due balance in full no later than 5:00 p.m. on Monday, August 21, 2023.

Please be informed that if the assessment is imposed on your property, that the property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of a property owner to receive notice. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes.

For questions regarding this matter, please contact Glenn Vargas, Senior Code Enforcement Officer at (909) 798-7655.

CITY OF REDLANDS
ADMINISTRATIVE CITATIONS
FY: 2023-24
MISCELLANEOUS
Updated as of : 6/30/2023

	VIOLATION ADDRESS				NAME		ADDRESS												
APN	NUMBER	/S/E/	STREET	ZIP	FIRST	LAST	NUMBER	N/S/E/W	STREET	CITY	STATE	ZIP	CITATION DATE	DUE DATE	CITATION#	CASE#	CURRENT FINE AMOUNT	DELINQUENT FINE AMOUNT	25% LATE PAYMENT CHARGE	INTEREST (10% PER MONTH)	TOTAL DUE
0172191280000	1004	W	Fern Ave	92373	Nicholas	Wallingford	1004	W	Fern Ave	Redlands	CA	92373	07/14/22	08/03/22	22-0204-1	22-0204		$ 200.00	$ 50.00	$ 200.00	$ 450.00
0175144180000	1240	W	Sunset Dr	92373		Cathey, Forrest F Trust - EST OF			P.O. Box 115	Alachua	FL	32616	07/14/22	08/03/22	21-0178-2	21-0178		$ 600.00	$ 150.00	$ 600.00	$ 1,350.00
0172493020000	730		Silverwood Pl	92373	Daniel	Duarte	730		Silverwood Pl	Redlands	CA	92373	07/19/22	08/08/22	22-0142-1	22-0142		$ 100.00	$ 25.00	$ 100.00	$ 225.00
0169061110000	1009		Washington St	92374		Wells, Jon M & Patricia S REV LIV TR	6918	SW	248th St	Vashon	WA	98070	07/20/22	08/09/22	21-0747-1	21-0747		$ 100.00	$ 25.00	$ 100.00	$ 225.00
0169051110000	1005		Ohio St	92374		SWH Borrower PS	8665	E	Hartford Dr STE 200	Scottsdale	AZ	85255	07/21/22	08/10/22	21-0755-1	21-0755		$ 100.00	$ 25.00	$ 100.00	$ 225.00
0167081120000	1812		Kingsbury Dr	92374	Richard	Medina Sr.	1812		Kingsbury Dr	Redlands	CA	92374	08/02/22	08/22/22	22-0181-1	22-0181		$ 200.00	$ 50.00	$ 200.00	$ 450.00
0169332060000	886		Carlotta Ct	92374	Nola	Brown	886		Carlotta Ct	Redlands	CA	92374	08/02/22	08/22/22	21-0364-1	21-0364		$ 300.00	$ 75.00	$ 300.00	$ 675.00
0167161100000	1502		Orange St	92374		Moresun Development, C/O Joyce Chen	8808		Mission Dr #208	Rosemead	CA	91770	08/08/22	08/28/22	22-0386-1	22-0386		$ 200.00	$ 50.00	$ 200.00	$ 450.00
0167221100000						Moresun Development	8808		Mission Dr #208	Rosemead	CA	91770	08/12/22	09/01/22	22-0414-1	22-0414		$ 100.00	$ 25.00	$ 90.00	$ 215.00
0173342110000	1005		Coronado Dr	92374	Lionel	Huggins	1005		Coronado Dr	Redlands	CA	92374	08/22/22	09/11/22	21-0562-2	21-0562		$ 400.00	$ 100.00	$ 360.00	$ 860.00
0292481930000					Geetha	Paladugu	255		Terracina Blvd STE 204	Redlands	CA	92373	08/22/22	09/11/22	22-0451-1	22-0451		$ 200.00	$ 50.00	$ 180.00	$ 430.00
0171353160000	350		Alvarado St	92373	Martin	Nielsen	350		Alvarado St	Redlands	CA	92373	08/23/22	09/12/22	21-0757-1	21-0757		$ 100.00	$ 25.00	$ 90.00	$ 215.00
0169084070000	310	E	Brockton Ave	92374	Martin	Munoz	310	E	Brockton Ave	Redlands	CA	92374	08/24/22	09/08/22	V22-000081	A22-013031		$ 300.00	$ 75.00	$ 270.00	$ 645.00
0176074040000	1645		Halsey St	92373	Eugene	Stecz	1225		Ocean Front	Languna Beach	CA	92651	08/29/22	09/18/22	21-0209-4	21-0209		$ 1,000.00	$ 250.00	$ 900.00	$ 2,150.00
0175144180000	1240	W	Sunset Dr	92373		Cathey, Forrest F Trust - EST OF			P.O. Box 115	Alachua	FL	32616	09/13/22	10/03/22	21-0178-3	21-0178		$ 1,200.00	$ 300.00	$ 960.00	$ 2,460.00
0169181540000	203	E	High Ave	92374	Vincent	Elefante	1308		Loma Sola Ave	Upland	CA	91786	10/24/22	11/13/22	22-0115-1	22-0115		$ 300.00	$ 75.00	$ 210.00	$ 585.00
0169181120000	211	E	High Ave	92374	Vincent	Elefante	1308		Loma Sola Ave	Upland	CA	91786	10/24/22	11/13/22	19-0806-1	19-0806		$ 300.00	$ 75.00	$ 210.00	$ 585.00
0169051060000	317	W	Brockton Ave	92374	Sylvia	Lopez	317	W	Brockton Ave	Redlands	CA	92374	10/19/22	11/08/22	22-0093-1	22-0093		$ 200.00	$ 50.00	$ 140.00	$ 390.00
0176352010000	667		La Mirada Dr	92373	Andrew & Candace G.	Casillas Family Rev Trust 4/2, Stang	667		La Mirada Dr	Redlands	CA	92373	10/19/22	11/08/22	22-0019-1	22-0019		$ 100.00	$ 25.00	$ 70.00	$ 195.00
0294181030000	2005		Horse Trail Dr	92373	Kathleen	Salvesen	2005		Horse Trail Dr	Redlands	CA	92373	11/03/22	11/23/22	22-0187-1	22-0187		$ 100.00	$ 25.00	$ 70.00	$ 195.00
0176352010000	667		La Mirada Dr	92373	Andrew & Candace G.	Casillas Family Rev Trust 4/2, Stang	667		La Mirada Dr	Redlands	CA	92373	11/04/22	11/24/22	22-0019-2	22-0019		$ 200.00	$ 50.00	$ 140.00	$ 390.00
0173342110000	1005		Coronado Dr	92374	Lionel	Huggins	1005		Coronado Dr	Redlands	CA	92374	11/21/222	12/11/22	21-0562-3	21-0562		$ 1,000.00	$ 250.00	$ 600.00	$ 1,850.00
0176451200000	641	E	Sunset Dr N	92373		Glider, Mae H Trust 4-21-03- EST OF	7361		Siena Dr	Huntington Beach	CA	92210	11/21/22	12/11/22	22-0368-1	22-0368		$ 200.00	$ 50.00	$ 120.00	$ 370.00
0167363400000	300		Doyle Ave	92374	Josefino	Closas	300		Doyle Ave	Redlands	CA	92374	11/29/22	12/19/22	21-0450-1	21-0450		$ 100.00	$ 25.00	$ 60.00	$ 185.00
0167761060000	1560		Ohio St	92374	Guadalupe	Sosa	1560		Ohio St	Redlands	CA	92374	11/29/22	12/19/22	21-0415-2	21-0415		$ 200.00	$ 50.00	$ 120.00	$ 370.00
0169301230000	336		Orange St	92374	Gary	Romano	5225		Canyon Crest Dr, Unit 20	Riverside	CA	92507	11/30/22	12/20/22	21-0482-1	21-0482		$ 3,000.00	$ 750.00	$ 1,800.00	$ 5,550.00
0170051080000	1314	E	Brockton Ave	92374	Christina	Villa	1314	E	Brockton Ave	Redlands	CA	92374	12/02/22	12/22/22	21-0457-2	21-0457		$ 200.00	$ 50.00	$ 120.00	$ 370.00
0169301230000	336		Orange St	92374	Gary	Romano	5225		Canyon Crest Dr, Unit 20	Riverside	CA	92507	12/16/22	01/05/23	21-0482-2	21-0482		$ 3,000.00	$ 750.00	$ 1,500.00	$ 5,250.00
0168621520000	1601	E	Colton Ave	92374		DBA Invitation Homes	465	N	Halstead St, Suite 150	Pasadena	CA	91107	12/19/22	01/08/23	22-0630-1	22-0630		$ 100.00	$ 25.00	$ 50.00	$ 175.00
0167871280000	1924		Crystal Cove Ct	92374	Ernest	Ponce	1924		Crystal Cove Ct	Redlands	CA	92373	01/05/23	01/25/23	21-0255-1	21-0255		$ 100.00	$ 25.00	$ 50.00	$ 175.00
0300071160000	30948	E	Sunset Drive S	92373		Miles Trust 4/21/08	30948	E	Sunset Drive S	Redlands	CA	92373	01/09/23	01/29/23	21-0041-4	21-0041		$ 3,000.00	$ 750.00	$ 1,200.00	$ 4,950.00
0169301230000	336		Orange St	92374	Gary	Romano	5225		Canyon Crest Dr, Unit 20	Riverside	CA	92507	01/09/23	01/29/23	21-0482-3	21-0482		$ 3,000.00	$ 750.00	$ 1,200.00	$ 4,950.00
0167113050000	1720		Clay St	92374	Alice	Nickerson	1720		Clay St	Redlands	CA	92374	02/01/23	02/21/23	21-0317-1	21-0317		$ 100.00	$ 25.00	$ 40.00	$ 165.00
0176171230000	111		Sierra Vista Dr	92373	Jeremy and Kristy	Lee	111		Sierra Vista Dr	Redlands	CA	92373	02/16/23	03/08/23	23-0004-1	23-0004		$ 200.00	$ 50.00	$ 60.00	$ 310.00
0170132260000	838	E	High Ave	92374	Ricardo	Gutierrez	1320		Campus Ave	Redlands	CA	92374	02/22/23	03/14/23	22-0355-1	22-0355		$ 300.00	$ 75.00	$ 90.00	$ 465.00
0168621520000	1601	E	Colton Ave	92374		DBA Invitation Homes	465	N	Halstead St, Suite 150	Pasadena	CA	91107	02/28/23	03/20/23	22-0630-2	22-0630		$ 200.00	$ 50.00	$ 60.00	$ 310.00
0169051060000	317	W	Brockton Ave	92374	Sylvia	Lopez	317	W	Brockton Ave	Redlands	CA	92374	03/06/23	03/26/23	22-0093-2	22-0093		$ 400.00	$ 100.00	$ 120.00	$ 620.00
0174034140000	261	E	Crescent Ave	92373	Michael	Puric	261	E	Crescent Ave	Redlands	CA	92373	03/07/23	03/27/23	21-0380-1	21-0380		$ 100.00	$ 25.00	$ 30.00	$ 155.00
0169271200000	535	W	Stuart Ave	92374		Wenzel, Leopold Eduardo/ Maria JT LIV	242	N	Wheeler St	Orange	CA	92869	03/07/23	03/27/23	23-0078-1	23-0078		$ 500.00	$ 125.00	$ 150.00	$ 775.00
0167281050000	1132		Texas St	92374	Juan	Curiel	1132		Texas St	Redlands	CA	92374	03/09/23	03/29/23	22-0263-1	22-0263		$ 100.00	$ 25.00	$ 30.00	$ 155.00
0175351200000	1309		Pacific St	92373	Franklin	Peele	1309		Pacific St	Redlands	CA	92373	03/09/23	03/29/23	22-0340-1	22-0340		$ 100.00	$ 25.00	$ 30.00	$ 155.00
0176032030000	507	E	Sunset Dr N	92373		Dawood, Ronnie Living Trust 9/28/17	616	E	Sunset Drive N	Redlands	CA	92373	03/13/23	04/02/23	22-0372-1	22-0372		$ 100.00	$ 25.00	$ 20.00	$ 145.00
1212011130000	842		Sinclair Ct	92374	Randy	Chao	842		Sinclair Ct	Redlands	CA	92374	03/14/23	04/03/23	22-0439-1	22-0439		$ 100.00	$ 25.00	$ 20.00	$ 145.00
0169111170000	1003	W	Colton Ave	92374	Bakul	Patel	1371	W	Redlands Blvd	Redlands	CA	92373	03/23/23	04/12/23	23-0180-1	23-0180		$ 100.00	$ 25.00	$ 20.00	$ 145.00
0170131110000	804	E	High Ave	92374	Emily	Sigue	804	E	High Ave	Redlands	CA	92374	03/24/23	04/13/23	21-0354-1	21-0354		$ 200.00	$ 50.00	$ 40.00	$ 290.00
0171191290000	15	N	Center St	92373		Adurs Investments LLC	15	N	Center St	Redlands	CA	92373	03/23/23	04/12/23	23-0073-1	23-0073		$ 200.00	$ 50.00	$ 40.00	$ 290.00
1212011170000	833		Sinclair Ct	92374	Joseph	Sheridan	833		Sinclair Ct	Redlands	CA	92374	03/24/23	04/13/23	22-0438-1	22-0438		$ 100.00	$ 25.00	$ 20.00	$ 145.00
0169271200000	535	W	Stuart Ave	92374		Wenzel, Leopold Eduardo/ Maria JT LIV	242	N	Wheeler St	Orange	CA	92869	03/25/23	04/14/23	23-0078-3	23-0078		$ 2,500.00	$ 625.00	$ 500.00	$ 3,625.00
0169271200000	535	W	Stuart Ave	92374		Wenzel, Leopold Eduardo/ Maria JT LIV	242	N	Wheeler St	Orange	CA	92869	03/16/23	04/05/23	23-0078-2	23-0078		$ 1,000.00	$ 250.00	$ 200.00	$ 1,450.00
0169271200000	535	W	Stuart Ave	92374		Wenzel, Leopold Eduardo/ Maria JT LIV	242	N	Wheeler St	Orange	CA	92869	04/05/23	04/25/23	23-0078-4	23-0078		$ 5,000.00	$ 1,250.00	$ 1,000.00	$ 7,250.00
0168621520000	1601	E	Colton Ave	92374		DBA Invitation Homes	465	N	Halstead St, Suite 150	Pasadena	CA	91107	04/12/23	05/02/23	22-0630-3	22-0630		$500	$ 125.00	$ 50.00	$ 675.00
0169321350000	204		11th St	92374		Moore, Robert & Slobojan, Laura TR 8	13230		Broken Bit Cir	Corona	CA	92883	04/17/23	05/07/23	22-0143-1	22-0143		$ 200.00	$ 50.00	$ 20.00	$ 270.00
0176032030000	507	E	Sunset Dr N	92373		Dawood, Ronnie Living Trust 9/28/17	616	E	Sunset Dr N	Redlands	CA	92373	04/18/23	05/08/23	22-0372-2	22-0372		$ 300.00	$ 75.00	$ 30.00	$ 405.00
0176171230000	111		Sierra Vista Dr	92373	Jeremy and Kristy	Lee	111		Sierra Vista Dr	Redlands	CA	92373	04/18/23	05/08/23	23-0004-3	23-0004		$1,000	$ 250.00	$ 100.00	$ 1,350.00
0169332060000	886		Carlotta Ct	92374	Nola	Brown	886		Carlotta Ct	Redlands	CA	92374	04/19/23	05/09/23	21-0364-2	21-0364		$600	$ 150.00	$ 60.00	$ 810.00
0171089020000	616	E	State St	92374		Southeastern Calif Conference 7th DA			P.O. Box 79990	Riverside	CA	92515	05/01/23	05/21/23	22-0592-1	22-0592		$ 300.00	$ 75.00	$ 30.00	$ 405.00
0169371020000	1580	W	Redlands Blvd	92374		G&M GAPCO LLC	16868		A St	Huntington Beach	CA	92647	05/03/23	05/23/23	23-0151-1	23-0151		$ 200.00	$ 50.00	$ 20.00	$ 270.00
0176421020000					Duramany	Koromah			P.O. Box 8275	Redlands	CA	92373	05/04/23	05/24/23	23-0221-1	23-0221		$ 200.00	$ 50.00	$ 20.00	$ 270.00
1212011170000	833		Sinclair Ct	92374	Joseph	Sheridan	833		Sinclair Ct	Redlands	CA	92374	05/05/23	05/25/23	22-0438-2	22-0438		$ 200.00	$ 50.00	$ 20.00	$ 270.00

	VIOLATION ADDRESS				NAME		ADDRESS												
APN	NUMBER	/S/E/	STREET	ZIP	FIRST	LAST	NUMBER	N/S/E/W	STREET	CITY	STATE	ZIP	CITATION DATE	DUE DATE	CITATION#	CASE#	CURRENT FINE AMOUNT	DELINQUENT FINE AMOUNT	25% LATE PAYMENT CHARGE	INTEREST (10% PER MONTH)	TOTAL DUE
0168041600000					Nathan	Lewis			P.O. Box 3088	Crestline	CA	92325	04/06/23	04/26/23	23-0248-1	23-0248		$ 300.00	$ 75.00	$ 60.00	$ 435.00
0176171230000	111		Sierra Vista Dr	92373	Jeremy and Kristy	Lee	111		Sierra Vista Dr	Redlands	CA	92373	05/07/23	05/27/23	23-0004-4	23-0004		$ 2,000.00	$ 500.00	$ 200.00	$ 2,700.00
0292032490000	2407	W	Lugonia Ave	92374		Sure Shot Transit Solutions, LLC C/O Ager	1249		Diamond Bar Blvd, Ste 117	Diamond Bar	CA	91765	05/05/23	05/25/23	22-0620-1B	22-0620		$ 300.00	$ 75.00	$ 30.00	$ 405.00
0176171230000	111		Sierra Vista Dr	92373	Jeremy and Kristy	Lee	111		Sierra Vista Dr	Redlands	CA	92373	03/16/23	04/05/23	23-0004-2	23-0004		$ 600.00	$ 150.00	$ 120.00	$ 870.00
0167113050000	1720		Clay St	92374	Alice	Nickerson	1720		Clay St	Redlands	CA	92374	04/06/23	04/26/23	21-0317-2	21-0317		$ 300.00	$ 75.00	$ 60.00	$ 435.00
0292044080000	2151	N	Nevada St	92374	Brian	Hale	9055		Live Oak Ave	Fontana	CA	92335	01/23/23	02/12/23	23-0017-1	23-0017		$ 200.00	$ 50.00	$ 80.00	$ 330.00
0168621520000	1601	E	Colton Ave	92374	DBA	Homes	465	N.	Halstead St, Suite 150	Pasadena	CA	91107	05/23/23	06/12/23	22-0630-4	22-0630		$ 1,000.00	$ 250.00	$ -	$ 1,250.00
0292063520000	1680	W	Redlands Blvd	92374		LAACO	431	W	Seventh St	Los Angeles	CA	90014	05/23/23	06/12/23	23-0266-1	23-0266		$ 200.00	$ 50.00	$ -	$ 250.00
0176421020000					Duramany	Koromah			P.O. Box 8275	Redlands	CA	92373	05/23/23	06/12/23	23-0221-2	23-0221		$ 400.00	$ 100.00	$ -	$ 500.00
1212362050000	938	E	Lugonia Ave	92374	Donna	Lurie	938	E	Lugonia Ave	Redlands	CA	92374	05/23/23	06/11/23	23-0284-1	23-0284		$ 200.00	$ 50.00	$ -	$ 250.00
0167171130000	1200	W	Lugonia Ave	92374		Sears, Hal M Revoc TR (6-18-93)	1131		Emerald Bay	Laguna Beach	CA	92651	06/01/23	06/21/23	23-0130-1	23-0130		$200	$ 50.00	$ -	$ 250.00
0176421020000					Duramany	Koromah			P.O. Box 8275	Redlands	CA	92373	06/08/23	06/28/23	23-0221-3	23-0221		$1,000	$ 250.00	$ -	$ 1,250.00
1212362050000	938	E	Lugonia Ave	92374	Donna	Lurie	938	E	Lugonia Ave	Redlands	CA	92374	06/08/23	06/28/23	23-0284-2	23-0284	$400	$400	$ 100.00	$ -	$ 900.00

City Council Meeting **I. 1.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8503 to approve a Density Bonus Agreement for a 108-unit, market-rate, multi-family project that is deed restricted for senior housing (55+) located between Grove Street and Judson Street, south of the Orange Blossom Trail (APNs: 0170-221-53-0000 and 0170-221-55-0000) and determine that approval of this resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Development Services Director Desatnik)

MOTION(S):

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

I move that the City Council adopt Resolution No. 8503.

RECOMMENDATION:

On June 13, 2023, the Planning Commission voted unanimously to adopt a resolution approving Commission Review and Approval No. 964 for the proposed project. The June 13, 2023, Planning Commission staff report is included as Attachment A. Resolution No. 1621 is included as Attachment B.

Staff recommends that the City Council adopt Resolution No. 8503 the Density Bonus Agreement for Commission Review and Approval No. 964, which will allow up to a 15% increase in the total project density (108 units maximum) and determine that adoption of Resolution No. 8503 is exempt from environmental review pursuant to Sections 15061(b)(3) of the California Environmental Quality Act Guidelines.

DISCUSSION:

A.) BACKGROUND:

The applicant proposes to construct a 108-unit market-rate multi-family residential project that is deed restricted for senior housing (55+) on a 3.49 acre site located south of the Orange Blossom Trail between N. Grove Street and Judson Street (Attachment C - Location Map and Aerial Photo). The proposal includes a request for a density bonus consistent with State law to allow up to a 15% increase in the total project density. The project site is comprised of two contiguous parcels totaling 3.49 acres that will be merged prior to construction. Four residential buildings are proposed that are two stories tall. Three of the buildings will include 28 units each and the fourth building will include 26 units. A mixture of one- and two-bedroom units are proposed (32 two-bedroom one bath units and 76 one-bedroom one bath units) which range from 615 to 821 square feet in size. A single-story community building and other amenities including a pool, fitness room, and outdoor open space area are also included in the proposal. The project will be gated with the main entrance on N. Grove Street and a secondary entrance is on Judson Street. Project plans and elevations are included as Attachment D-1 and Attachment D-2.

The project entitlements were approved by the Planning Commission on June 13, 2023. As a part of the project approvals, a Density Bonus Agreement is required to be approved by the City Council.

B.) DENSITY BONUS AGREEMENT:

The applicant is requesting a density bonus in accordance with State law. Pursuant to State law, as well as Section 18.228.030(A) of the Redlands Municipal Code, a density bonus granted to a residential development project shall consist of an increase over the maximum residential density allowable under City's General Plan designation as of the date of application. In this case, the applicable General Plan designation for the project is High Density Residential. This land use designation allows up to 27 units per acre. Projects that are deed restricted to only allow tenants that are senior citizens, are eligible for a density bonus of up to 20% by both State law and the Municipal Code.

The applicant is requesting an increase in density of approximately 15%. As such, the density bonus would be consistent with the provisions of the Municipal Code and State law. As shown in Table A, the applicant is proposing fewer units than allowed based on the General Plan density and the allowable density bonus.

Table A. Proposed Project Density

Site Acreage	*General Plan Density*	*Base Units Allowable*	*Density Bonus Units Allowable*	*Proposed Units*
3.49	27 units per acre	94	112	108

The applicant has signed the Density Bonus Agreement, which is included as Attachment E. This agreement requires the project to only be made available to senior citizens who are 55 years of age or older for a minimum period of 55 years and includes verification and reporting requirements. The Density Bonus Agreement is required to be approved by the City Council prior to issuance of building permits for the project. The applicant anticipates submitting building permits before the end of 2023 and beginning construction near the beginning of the second quarter of 2024.

ALTERNATIVES:

1. The City Council can continue the item and request more information on any specific concerns.

2. The City Council can deny 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
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Sean Reilly, Principal Planner

Fiscal Impact

Fiscal Year:	2022-2023
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	N/A
Budgeted Y/N:	N/A
Account No.:	N/A

Discussion:

The developer paid $11,895.00 in application fees for the processing of development applications related to the proposed senior housing associated with this density bonus agreement. The developer will pay all applicable Development Impact Fees (DIF) in conjunction with the construction of the proposed senior housing project.

Attachments

Attachment A: June 13, 2023 Planning Commission Staff Report
Attachment B: Resolution No. 1621
Attachment C: Location Map and Aerial Photograph
Attachment D-1: Project Plans
Attachment D-2: Project Elevations
Attachment E: Density Bonus Agreement
Attachment F. Resolution No. 8503 Density Bonus Agreement

City of Redlands
REQUEST FOR PLANNING COMMISSION ACTION

Planning Commission **Agenda Item NO. 5. B.**

Meeting Date: 06/13/2023

APPLICANT:

INVISION COMMUNITY BUILDERS, LLC, APPLICANT
(PROJECT PLANNER: SEAN REILLY, PRINCIPAL PLANNER)

PUBLIC HEARING to consider the following:

1. Consideration of a **Socio-Economic Cost/Benefit Study** prepared for the proposed project in accordance with Measure U.

2. **Commission Review and Approval No. 964** - A proposal to construct a 108-unit market-rate multi-family rental complex that is deed restricted for senior housing (55+), and a request for a density bonus in accordance with State Density Bonus Law to allow up to a 15% increase in the total project density on a 3.49-acre site. The project is located between Grove Street and Judson Street, south of the Orange Blossom Trail (APNs: 0170-221-53-0000 and 0170-221-55-0000). The proposal qualifies for an exemption from environmental review in accordance with Section 15332 (Infill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines.

3. **Lot Line Adjustment No. 674** – A request to merge two parcels into one single 3.49-acre parcel for the construction of a 108-unit multi-family apartment complex. The project is located on the east side of Grove Street and on the west side of Judson Street, south of Orange Blossom Trail (APNs: 0170-221-53-0000 and 0170-221-55-0000). The proposal qualifies for an exemption from environmental review in accordance with Section 15305 (Minor Alterations in Land Use Limitations) of the California Environmental Quality Act (CEQA) Guidelines.

SYNOPSIS

1. General Plan Designation:	The General Plan land use designation is Transit Village.
2. Existing Zoning:	The project site is located within the Village General and Civic Space Districts of the Transit Villages Specific Plan (TVSP-VG and TVSP-CS).
3. Surrounding Zoning:	North: Civic Space District of the Transit Villages Specific Plan (TVSP-CS) South: Village General District of the Transit Village Specific Plan (TVSP-VG) East: Single Family Residential (R-1) District West: Village General District of the Transit Village Specific Plan (TVSP-VG)
4. Existing Land Use:	The project site is currently vacant and unimproved.
5. Surrounding Land Use:	North: Orange Blossom Trail South: Single-Family Residential East: Single-Family Residential West: Multiple-Family Residential
6. Area / Topography:	The site consists of two parcels totaling 3.49 acres and with generally flat terrain.

7. Environmental Determination:	The proposal qualifies for an exemption from environmental review in accordance with Section 15332 (Infill Development Projects) and Section 15305 (Minor Alterations in Land Use Limitations) of the California Environmental Quality Act (CEQA) Guidelines.	
8. Socio-Economic Cost / Benefit Study:	A Socio-Economic Cost/Benefit Study was prepared for the project and the project has a positive cost/revenue ratio of +1.42 and determined that the project would not create significant unmitigable physical blight or overburden public services in the community.	
9. Planning Commission Submittal Dates:	(A) Date Submitted: (B) Date Accepted As Complete: (C) Planning Commission Meeting:	May 5, 2022 September 8, 2022 June 13, 2023

PROPOSAL

The applicant proposes to construct a 108-unit market-rate multi-family residential project that is deed restricted for senior housing (55+). The proposal includes a request for a density bonus consistent with State law to allow up to a 15% increase in the total project density. The project site is comprised of two contiguous parcels totaling 3.49 acres that will be merged prior to construction. Four residential buildings are proposed that are two stories tall. Three of the buildings will include 28 units each and the fourth building will include 26 units. A mixture of one- and two-bedroom units are proposed (32 two-bedroom one bath units and 76 one-bedroom one bath units) which range from 615 to 821 square feet in size. A single-story community building and other amenities including a pool, fitness room, and outdoor open space area are also included in the proposal. The project will be gated with the main entrance on N. Grove Street and a secondary entrance is on Judson Street (Attachment A – Location Map and Aerial Photo).

BACKGROUND

Senate Bill 330 (Housing Crisis Act of 2019) became effective on January 1, 2020. Senate Bill 330 is intended to remove barriers for housing developments to alleviate the continued housing shortage crisis in California. It made many changes to the entitlement process for housing developments, including prohibiting jurisdictions from making decisions on housing projects based on subjective standards (not objective standards). It also “locks in” the development regulations that were adopted and in effect when the development application was deemed complete. Additionally, if there is an inconsistency between a site’s zoning and General Plan designation, a project must be allowed to develop at the allowable density of the General Plan even if that density is higher than what is allowed by the zoning.

The proposed project was submitted in May 2022 and deemed complete in September 2022. At that time, the project site’s zoning was Multiple Family Residential (R-2) which allows up to 15 units per acre, and the General Plan designation was High Density Residential which allows up to 27 units per acre. Based upon the development standards of the R-2 District, the project would not have been able to achieve the maximum allowable density based upon the site’s General Plan Designation. However, State law requires that the land use designation with the highest density potential (in this case, the High Density Residential land use designation) to be applied to the project.

Senate Bill 330 requires the City to allow the applicant to utilize those development standards that would allow development of the site consistent with the allowable General Plan density. In this case, the Multiple-Family Residential (R-3) development standards are applicable to achieve the High Density Residential density without the need for a Zone Change.

The Transit Villages Specific Plan (TVSP) was adopted in October 2022 and became effective in December 2022. With the approval of the TVSP, a General Plan Amendment to the “Transit Village” designation was also approved by the City Council. The site’s General Plan designation and zoning were

changed by these approvals. Based upon the date that the project application was deemed complete (September 2022), and the provisions in Senate Bill 330 which lock in or vest applications that have been deemed complete, the project is not subject to the requirements of the TVSP. The project can be developed in a manner consistent with the High Density Residential General Plan designation and the Multiple Family Residential (R-3) development standards to achieve the density allowed by the General Plan.

ANALYSIS

A) General Plan

The applicable land use designation for the project is High Density Residential. Pursuant to the General Plan, the High Density Residential allows 0-27 units per acre, plus State-mandated density bonuses where applicable. A density bonus as allowed by State law means a density increase over the otherwise maximum allowable gross residential density as of the date of application to the City.

The intent of the High-Density Residential land use category is to provide for the development of attached, detached, and/or mixed residential uses with a range of densities and housing types. The project proposes high density attached residential which is consistent with the intent of this land use designation.

In addition, there are several General Plan policies and Actions that are relevant to this proposal. These are as follow:

4-P.16: Promote a variety of housing types to serve the diverse needs of the community.

4-P.6: Provide for a balance among a variety of different land uses and their distribution among the city's neighborhoods.

4-P.9: Locate medium- and high-density development near regional access routes, transit stations, employment centers, shopping areas, and public services.

4-A.8: Promote the development of a greater variety of housing types, including single-family homes on small lots, accessory dwelling units, townhomes, lofts, live-work spaces, and senior and student housing to meet the needs of future demographics and changing family sizes.

4-A.10: Promote availability of senior and independent assisted living facilities to meet the needs of the community's aging population, distributed equitably throughout the Community.

Density Bonus

The applicant has requested a density bonus in accordance with State law, which as a result, affects the design of the project. Pursuant to State law, as well as Section 18.228.030(A) of the Redlands Municipal Code, a density bonus granted to a residential development project shall consist of an increase over the otherwise maximum allowable residential density under the applicable zoning ordinance and of the City's General Plan as of the date of application. Projects that are deed restricted to only allow tenants that are senior citizens, are eligible for a density bonus of up to 20% by both State law and the Municipal Code. The applicant is requesting a density bonus of 3.7 units per gross acre, an increase in density of approximately 15%. As such, the density bonus would be consistent with the provisions of the Municipal Code and State law. As shown in Table A, the applicant is proposing fewer units than is allowed based on the General Plan density and the allowable density bonus.

Table A. Proposed Project Density

Site	*General Plan*	*Base Units*	*Density Bonus*	*Proposed Units*

Acreage	*Density*	*Allowable*	*Units Allowable*	*Proposed Units*
3.49	27 units per acre	94	112	108

The applicant will be required to sign a Density Bonus Agreement with the City, which includes requirements stating that the project shall only be made available to senior citizens who are 55 years of age or older for a minimum period of 55 years, as well as verification and reporting requirements. The Density Bonus Agreement is required to be approved by the City Council. A Condition of Approval has been added to the project requiring that prior to the issuance of a building permit, the applicant shall provide evidence of a fully executed Density Bonus Agreement signed by both the City and the Applicant. A draft of the Density Bonus Agreement has been included as Attachment B.

B) Zoning

To achieve densities consistent with the High-Density Residential land use designation, the project utilizes the provisions of the R-3 District. The table below summarizes the proposed development's consistency with the development standards. A complete list of applicable development standards is included in Attachment C.

Table B. Summary of Development Standards

Development Standard	*Requirement*	*Proposed*
Front Setback	15 feet for one- and two-story buildings.	Judson St: 20 feet Grove St: 110 ft.
Rear Setback	25 feet	N/A
Side Setback	7.5 feet (2 story buildings)	North: 48 ft. South: 10 ft.
Accessory Building Setback	5 feet from side and rear property lines	5 feet from side and rear property lines
Lot Coverage	60.0%	56.6%
Building Height	4 stories	2 stories and 31’2”
Total Open Space	18,253 sf	18,745 sf
Private Open Space	100 sf per unit (10,800 sf)	100 sf per unit (10,800 s

C) Commission Review and Approval

Site Design: The project site is approximately 130’ wide (north to south) and 1,665’ long (east to west and spans between Grove Street and Judson Street. It is a relatively long and narrow piece of property located just to the south of the Orange Blossom Trail. Primary access to the site will be from Grove Street and secondary access will be from Judson Street. Due to the site’s linear nature, a single main drive aisle is proposed along the northern portion of the site running east to west. The residential buildings are located near the center of the site on the southern side and amenities are centrally located between the main buildings. Amenities proposed include a single-story community building, a pool, fitness room, and outdoor open space areas. Project Plans are included as Attachment D.

Parking: The applicant is providing parking consistent with State Density Bonus Law contained in California Government Code 65915(p)(1), which states that upon the request of the developer, a city, county, or city and county shall not require a vehicular parking ratio, inclusive of handicapped and guest parking, of a development meeting the criteria…that exceeds the following ratios:

Unit type	*Parking Requirement*
Studio	1 Space
1 Bedroom	1 Space
2 Bedroom	1.5 Spaces
3 Bedroom	1.5 Spaces
4 Bedroom	2.5 Spaces

According to the above ratios, the project would be required to provide 124 total parking spaces and 124 parking spaces are provided. Most cities have separate parking standards for senior housing that range from .6 to .8 spaces per unit for studio and one-bedroom units. It should be noted that the project is located within a half-mile of a transit station. The Arrow rail University Station is located 1,500 feet to the west of the project. Assembly Bill 2097 prohibits Cities from enforcing minimum parking requirements on development projects located within a half-mile of a major transit station. Therefore, while the applicant has provided parking that is consistent with the requirements of State law, the applicant is not required to do so.

The applicant has expressed a desire to potentially reduce the parking on the western side of the

project. The existing parking area located on the southwest side of the project would then be replaced with landscaping as an open space amenity. Any reduction in the parking on-site would remain consistent with State law based on AB 2097 and would assist with the provision of common outdoor open space as discussed below.

Open Space and Landscaping: The Multiple Family Residential (R-3) District requires 0.25 square feet of outdoor living area for each square foot of gross floor area of living space. The project includes 73,012 square feet of living space and would be required to provide 18,253 square feet total outdoor living area. This outdoor living space may be provided as common open space, private open space, or a combination of both. The project exceeds the square footage requirement and provides 18,745 square feet of outdoor living area composed of 7,945 square feet of common outdoor living space and 10,800 square feet of private outdoor living space. Private outdoor living space is provided in the form of 100 square feet of private patio space attached to each apartment unit. Proposed amenities within the common areas include a pool, hot tub, gas fire pits, community room and fitness center.

For multifamily projects within the R-3 district, 30% of the project site is required to be landscaped. The project plans do not clearly indicate the amount of landscaped common open space within the project. As shown on the project plans, a total of 7,945 square feet of common outdoor open space is proposed; based on this square footage, a minimum of 2,248 square feet of landscaped space is required. A Condition of Approval has been added requiring the applicant to clearly demonstrate compliance with the landscaping requirements for common outdoor open space.

The proposed project includes landscaped setbacks along Grove Street and Judson Street, as well as landscaping throughout the parking lot area and in common outdoor living area. The project includes a total of 30,810 square feet of landscaped surface (or 20% of the total project area). The conceptual landscaping plan utilizes primarily Ginko Biloba, Brisbane Box, and Drake Chinese Elm as parking lot trees, with Mayten Tree, Dwarf Southern Magnolia and Sweetshade accent trees. Landscaping plans are included as Attachment E.

Walls and Fencing: The complex has been designed as a gated community, with controlled vehicular access gates at both driveways. The applicant has provided plans, which include a six-foot decorative split-face perimeter wall along the south property line and decorative tubular steel fencing surrounding the north, east and west sides of the project. Near the center of the project on the north side, a five-foot-wide pedestrian gate providing access to the Orange Blossom Trail is proposed. As previously mentioned, the project is designed with gated access. Vehicle gates on both sides of the project are proposed to be decorative tubular steel.

Fence heights are not clearly indicated on the project plans. Staff has provided a condition of approval stating that any open fences or gates within the front setback shall not exceed 4’0” in height, or fences exceeding 6’0” in height outside of the front setback, unless approval of a separate Minor Exception Permit is obtained prior to issuance of a building permit.

A Condition of Approval has been added requiring wall and fence heights to be clearly called out on the project plans. Where walls or fences exceed maximum heights, a Minor Exception Permit will be required.

Architecture and Design: The project proposes a Mediterranean style architecture with barrel concrete roof tiles, tan stucco, and dark brown accents wood and dimensional window frames. Stone/brick veneer and steel balcony railings provide interest through a variety of materials and treatments. The horizontal and vertical planes of the building provide articulation through pitched rooflines, wall surface projection, and tower elements near the center of each building. Decorative shutters, decorative window trim elements, style appropriate lighting, arched patio openings, faux shutters and shaped corbels are also provided. Proposed architectural elevations are provided as Attachment F.

D) Architectural Review Criteria

Although the proposed building and use is permitted within the zone, new construction over 500 square-feet is subject to review by the Planning Commission per Redlands Municipal Code (RMC) Chapter 18.12 and requires Commission Review and Approval. The Planning Commission reviews the project to determine whether the proposed development is in conformity with RMC Section 18.12.170, Architectural Review Criteria, and if approval of the site plan is in the best interest of the public health, safety, and general welfare. It is intended that design submittals be compatible with the character of adjacent and surrounding developments, and that they be of comparable composition, materials, textures and colors. Conformance is evaluated based on the following seven criteria.

1. Site layout, orientation, location of structures and relationship to one another, as well as open spaces and topography.

The proposed site layout, building orientation, location of structures and relationship to one another are physically suitable in size and shape to support the development. The site is narrow and long. The buildings and parking layout have been designed to include four buildings on the south side of the site and open space, parking and amenities are appropriately included. The site will be accessed via two gated access points (one on Grove Street and one on Judson Street), with a drive aisle extending through the northern portion of the site. The site is generally flat and with appropriate conditions of approval, meets all applicable development standards.

2. Harmonious relationship of building with existing and proposed adjoining developments.

The project site is surrounded by existing residential development on three sides and an existing open space/trails system to the north (Orange Blossoms Trail). The proposed building and use are compatible with the context of the area which is primarily composed of residential uses.

3. Maximum height, area, setbacks and overall mass of building, as well as other structures such as walls, screens, towers or signs, and effective concealment of all mechanical equipment.

The proposed project meets all applicable development standards of the R-3 (Multiple-Family Residential) District including, setbacks, building height, and lot coverage. The proposed building will have an overall height of approximately 31 feet and no roof-mounted mechanical equipment is proposed. Parking will be screened from the public right-of-way through the incorporation of 36" walls and landscaping.

4. Harmony of construction materials and colors in relation to all exterior elevations.

The proposed architectural design of the building is consistent with the surrounding development in terms of material, color, and overall use. The design of the buildings provide variation in building surfaces including wall popouts, covered walkways, balconies and pitched rooflines. A neutral color palette was selected consisting of medium tan and darker brown accent colors. Decorative shutters, decorative window trim elements, style appropriate lighting, arched patio openings, faux shutters and shaped corbels are also provided.

5. Location and type of planting, with due regard for the preservation of specimen trees upon a site.

The proposal meets the landscaping requirements of the Municipal Code in terms of the site, parking lot and overall landscaping requirements. No specimen trees are located on site. The project provides 20% of the site as landscaped surface (30,810 square feet) within the project site and exceeds the minimum parking lot landscaping requirement by providing 12% of the parking area as landscaped surface.

6. Design and appropriateness of signs in relation to the architectural style of the building.

No signs are proposed as part of this application.

7. Glazing or image reflective surfaces (specular reflectance) shall be limited to a maximum reflectance value of twenty five percent (25%). "Specular reflectance" means any mirror like reflection, as contrasted to diffused reflection from such surfaces as concrete or vegetation.

The project proposes clear anodized aluminum windows. A condition of approval has been added to the project that glazing or image reflective surfaces (specular reflectance) shall be limited to a maximum reflectance of 25%.

E) Lot Line Adjustment

A Lot Line Adjustment is required since the project site currently consists of two separate parcels. RMC Section 17.05.030 requires a Lot Line Adjustment that is being processed concurrently with other land use applications to be acted upon by the same approving body. The project includes merging two lots into one totaling 3.49 acres. The merging of the lots will be consistent with the RMC and the new lot meets the minimum width, depth, and lot area requirements for the R-3 District. A Condition of Approval has been added requiring the recordation of the Lot Line Adjustment prior to the issuance of a building permit.

F) Socio-Economic Cost / Benefit Study

In accordance with the Principals of Managed Development Element of the General Plan, a Socio-Economic Cost/Benefit Study (Attachment G) has been completed for the project. Based on the cost/benefit model utilized by the City, the project provides a positive cost/benefit ratio of 1.42 over the period of 2025-2034 (and results in positive net revenue to the City after development). This project will provide the City approximately $103,327 in revenue exceeding costs to the City of $72,585 which results in revenue of $30,742.

ENVIRONMENTAL REVIEW

In accordance with the provisions of the California Environmental Quality Act (CEQA), the proposed project qualifies for exemption from environmental review pursuant to Section 15332 of the CEQA Guidelines. Section 15332 (Class 32) pertains to infill development sites and the proposal meets all criteria for this exemption as listed below.

a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations;
b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses;
c) The project site has no value as habitat for endangered, rare, or threatened species;
d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and
e) The site can be adequately served by all required utilities and public services.

The proposed project will not have any potentially significant effect on the environment and is eligible for exemption from CEQA.

FINDINGS

RMC Chapter 18.12.080 (Site Plan Approval Procedures) establishes three findings that must be made to either recommend or approve an application for site plan approval, as follows:

1. The site for the intended use is adequate in size and shape to accommodate the use, and all of the required yards, setbacks, walls or fences, landscaping and other features will adjust the use to those existing or permitted future uses of land in the neighborhood;

The proposed project includes the construction of four multifamily residential buildings with a total of 108 dwelling units for senior, two ancillary office and recreation buildings, and related site improvements on approximately 2.65 acres. The subject property has sufficient size and shape to accommodate the development standards of the applicable zoning requirements. The subject property is adequate in size and shape to accommodate the proposed use, including setbacks, landscaping, private and common open space, recreation amenities, driveways, on-site parking, lighting, utilities, and other required improvements necessary to serve the proposed use and structures. The proposed project complies with the development standards for the Multiple Family Residential (R-3) zone (as consistent with the previous General Plan land use designation as High Density Residential) and will be compatible with the adjacent residential uses that surround the project site.

2. The site for the proposed use relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use;

The subject property will take access from City streets (Judson Street and Grove Street) that provide direct access to the project site, and new driveways will be constructed to serve the proposed use and accommodate the expected type and quantity of motor vehicle traffic to and from the proposed project. The existing roadways are designed to carry the type and quantity of residential traffic to be generated by the proposed use, including existing traffic from the existing single-family residential dwellings along Judson Street and Grove Street. The site for the proposed use relates to streets that are properly designed and improved to carry the type and quantity of traffic that will be generated by the proposed residential structures.

3. The conditions set forth in the approval and those shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare.

The conditions of approval for the project will protect the public health, safety, and general welfare. Conditions are provided from the Planning Division, Building & Safety Division, and Land Use Engineering Division. The project has been conditioned to comply with the applicable provisions of the Redlands Municipal Code as well as the applicable California Building Code, California Fire Code, and any other applicable regulations.

RECOMMENDATIONS

Based on the above analysis and the following findings, staff recommends that the Planning Commission approve Commission Review and Approval No. 964 and Lot Line Adjustment No. 674, subject to the attached conditions of approval.

MOTIONS

Should the Planning Commission concur with staff's recommendation, the following motion is suggested:

"I move that the Planning Commission adopt Resolution No. 1621 approving Commission Review & Approval No. 964 and Lot Line Adjustment No. 674 based on the findings listed in this staff report, and subject to the attached Conditions of Approval."

Attachments

Attachment A: Location Map and Aerial Photograph

Attachment B: Density Bonus Agreement

Attachment C: Table of R-3 Development Standards

Attachment D: Site Plan
Attachment E: Landscape Plan
Attachment F: Elevations
Attachment G: Socio-Economic Cost/Benefit Study
Attachment H-1: Resolution No. 1621
Attachment H-2: Engineering Conditions of Approval
Attachment H-3: Building & Safety Conditions of Approval

RESOLUTION NO. 1621

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF REDLANDS APPROVING COMMISSION REVIEW & APPROVAL NO. 964 TO CONSTRUCT A MULTIFAMILY APARTMENT PROJECT WITH 108 UNITS FOR MARKET-RATE SENIOR HOUSING (55+), DENSITY BONUS AGREEMENT, LOT LINE ADJUSTMENT AND RELATED ON-SITE IMPROVEMENTS, AND ADOPTION OF A SOCIO-ECONOMIC COST/BENEFIT STUDY. THE PROJECT SITE IS LOCATED BETWEEN GROVE STREET AND JUDSON STREET IN THE VILLAGE GENERAL (VG) DISTRICT OF THE TRANSIT VILLAGES SPECIFIC PLAN.

WHEREAS, Invision Community Builders, LLC ("Applicant"), has submitted an application for Commission Review & Approval No. 964 to construct a multifamily apartment project for senior housing (age 55 or older), a lot line adjustment, and related on-site improvements including driveways, parking lot, landscaping, and lighting on an approximately 3.5-acre site. The project site is located between Grove Street and Judson Street on the south side of the Orange Blossom Trail within the Village General (VG) district of the Transit Villages Specific Plan (APNs: 0170-221-53-0000 and 0170-221-55-0000); and

WHEREAS, the Applicant has submitted an application for a density bonus in accordance with State Density Bonus law and a Density Bonus Agreement in accordance with Chapter 18.228 of the Redlands Municipal Code; and

WHEREAS, the Applicant has submitted an application for a Socio-Economic Cost/Benefit Study as required by Measure "U" and the Redlands Municipal Code; and

WHEREAS, notice of the Planning Commission's public hearing for Commission Review & Approval No. 964 and related project entitlements was published in a newspaper of general circulation; and

WHEREAS, on June 13, 2023, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony and the written evidence submitted by and on behalf of the applicant and by members of the public; and

WHEREAS, the proposed project qualifies for exemption from environmental review pursuant to California Environmental Quality Act Guidelines Section 15332 (In-Fill Development Projects); and

WHEREAS, following the hearing for Commission Review & Approval No. 964, the Planning Commission determined that approval of the requested entitlement is in the best interests of the public health, safety and general welfare.

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

SECTION 1. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The proposed project is

exempt from environmental review in accordance with the California Environmental Quality Act, Section 15332 (In-Fill Development Projects) of the CEQA Guidelines. There is no information or evidence that the proposed project may result in any potentially significant environmental effects, and the proposal satisfies all applicable criteria for exemption in accordance with CEQA Guidelines Section 15332.

SECTION 2. APPROVAL OF COMMISSION REVIEW & APPROVAL NO. 964. Commission Review & Approval No. 964 is hereby approved based upon the following findings, and subject to the Conditions of Approval attached hereto as Exhibit "A", Exhibit "B" and Exhibit "C".

1. The site for the intended use is adequate in size and shape to accommodate the use, and all of the required yards, setbacks, walls or fences, landscaping and other features will adjust the use to those existing or permitted future uses of land in the neighborhood.

The proposed project includes the construction of four multifamily residential buildings with a total of 108 dwelling units for senior, two ancillary office and recreation buildings, and related site improvements on approximately 2.65 acres. The subject property has sufficient size and shape to accommodate the development standards of the applicable zoning requirements. The subject property is adequate in size and shape to accommodate the proposed use, including setbacks, landscaping, private and common open space, recreation amenities, driveways, on-site parking, lighting, utilities, and other required improvements necessary to serve the proposed use and structures. The proposed project complies with the development standards for the Multiple Family Residential (R-3) zone (as consistent with the previous General Plan land use designation as High Density Residential) and will be compatible with the adjacent residential uses that surround the project site.

2. The site for the proposed use relates to streets and highways which are properly designed and improved to carry the type and quantity of traffic generated or to be generated by the proposed use.

The subject property will take access from City streets (Judson Street and Grove Street) that provide direct access to the project site, and new driveways will be constructed to serve the proposed use and accommodate the expected type and quantity of motor vehicle traffic to and from the proposed project. The existing roadways are designed to carry the type and quantity of residential traffic to be generated by the proposed use, including existing traffic from the existing single-family residential dwellings along Judson Street and Grove Street. The site for the proposed use relates to streets that are properly designed and improved to carry the type and quantity of traffic that will be generated by the proposed residential structures.

3. The conditions set forth in the approval and those shown on the approved site plan are deemed necessary to protect the public health, safety and general welfare.

The conditions of approval for the project will protect the public health, safety, and general welfare. Conditions are provided from the Planning Division, Building & Safety Division,

and Land Use Engineering Division. The project has been conditioned to comply with the applicable provisions of the Redlands Municipal Code as well as the applicable California Building Code, California Fire Code, and any other applicable regulations.

SECTION 3. SOCIO-ECONOMIC COST/BENEFIT STUDY The Socio-Economic Cost/Benefit Study prepared for the proposed project is hereby approved based upon the following findings.

A. The project will not create unmitigated physical blight within the City or overburden public services including, without limitation, the sufficiency of police and fire protection services.

The Project will not create significant unmitigatable physical blight in the City of Redlands or overburden public services, including without limitation police and fire protection services. The project includes a density bonus for the construction of senior housing to allow for a density increase of 4.3 dwelling units per acre for a total of 31.3 dwelling units per acre, and no development concessions or incentives are required. The project will not create physical blight. The project site is adjacent to or abuts established residential developments on all sides, and is located within an area designated in the General Plan for residential development.

B. The benefits to the City resulting from development of the project outweigh any direct cost to the City that may result.

The Socio-Economic Cost/Benefit Study demonstrates that the project will generate annual revenues of approximately $103,327 and have approximately $72,585 in costs; therefore, the project will result a positive balance of $30,742 (or a positive cost/benefit ratio of 1.42). For every one dollar the City will spend in providing services to the project, the City will receive $1.42 in revenue (or $0.42 "net new" revenue). The project would provide for the development of 108 affordable senior apartments and on-site amenities for residents. Schools will be enhanced with the payment of school fees. Further, with the additional revenue provided to the City through increased property tax assessment and the payment of development impact fees, both direct and indirect funding will be provided for cultural enhancements, downtown district enhancements, park enhancements, public safety (Police and Fire) enhancements, and traffic enhancements.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 13th day of June, 2023.

Steven Frasher, Chair
Planning Commission

ATTEST:

Linda McCasland, Secretary to the Planning Commission

I, Linda McCasland, Secretary to the Planning Commission of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the Planning Commission at a regular meeting thereof held on the 13th day of June, 2023, by the following vote:

AYES: 5
NOES: 0
ABSENT: 2
ABSTAIN: 0

Linda McCasland
Secretary to the Planning Commission

EXHIBIT A
PLANNING CONDITIONS OF APPROVAL
COMMISSION REVIEW & APPROVAL NO. 964

Planning Division:

1. This permit/approval is for the construction of a senior housing project with 108 dwelling units (totaling approximately 86,151 square-foot in four buildings), a 1,842 square-feet leasing/community building, a 1,035 square-foot fitness building, and related on-site improvements including driveways, parking lot, landscaping, and lighting on a 2.65 acre site. One development incentive/concession is permitted for the required amount of landscaping within the on-site open space area to be less than 30% landscape. The project site is a vacant lot located on the south side of the Orange Blossom Trail between Judson and Grove Streets, in the High Density Residential land use designation of the General Plan (APNs: 0170-221-53-0000 and 0170-221-55-0000). Approval of a Density Bonus Agreement is required in conjunction with this permit/approval.

2. Prior to the issuance of a building permit, the project applicant shall provide evidence of a fully executed Density Bonus Agreement approved by the City of Redlands City Council.

3. Unless construction has commenced pursuant to the issuance of a building permit, or a time extension is granted in accordance with the Redlands Municipal Code, this permit/approval shall expire two (2) years from the date of approval (will expire on **June 13, 2025**).

4. Any application(s) for Extension of Time for this entitlement shall be filed not less than **ninety (90) days** prior to the applicable expiration date.

5. Pursuant to Government Code Section 66020(d), certain fees, dedications, reservations or exactions imposed by the City as a condition of approval of this project are subject to a statutory ninety (90) day protest period. Please be advised that the ninety (90) day protest period for those fees, dedications, reservations and exactions which are subject to Government Code Section 66020(a) has commenced to run on the date this project was approved by the City.

6. The property owner and applicant and their successors and assigns, shall defend, by paying for the defense costs of the City of Redlands (for counsel retained by the City), indemnify and hold harmless the City of Redlands, and its elected officials, officers, employees, and agents, from and against any and all claims, actions, and proceedings (collectively "Claims") to attack, set aside, void or annul the approval of this Conditional Use Permit by the City, or Claims brought against the City due to acts or omissions in any way connected to the applicant's project that is the subject of this permit. This indemnification shall include, but not be limited to, damages, fees, costs, liabilities, and expenses incurred in such actions or proceedings, including damages for the injury to property or persons, including death of a person, and any award of costs or attorneys' fees. In the event any such action is commenced

to attack, set aside, void or annul all, or any, provisions of this permit, or is commenced for any other reason against the City for acts or omissions relating to the applicant's project, within fourteen (14) City business days following notice of such action from the City, the applicant shall file with the City a performance bond or irrevocable letter of credit, or other form of security satisfactory to the City (the "Security") in a form satisfactory to the City, and in the amount of three hundred thousand dollars ($300,000.00), to ensure applicant's performance of its defense and indemnity obligations under this condition. The Security amount shall not limit the total indemnity obligation of the applicant pursuant to this condition. The failure of the applicant to provide the Security shall be deemed an express acknowledgement and agreement by the applicant that the City shall have the authority and right, without objection by the applicant, to revoke all entitlements granted for the project pursuant to this permit. The City shall have no liability to the applicant for the exercise of City's right to revoke this permit.

7. The issuance of any permits shall comply with all applicable provisions of the Redlands Municipal Code, California Building Code, and California Fire Code currently in effect.

8. All plans submitted to the City shall reflect the Planning Commission approval and any other changes required by the Commission and/or staff. This condition applies to the site plan, landscape plans, building elevations and materials, and all other illustrations, text, or plans submitted to the City in connection with this project.

9. The applicant shall not make any modifications or changes during construction that are in conflict or contrary to the project's approved site design, grading plan, landscaping plan, or building elevations without first consulting with the Development Services Director or designee.

10. A copy of the approved Conditions of Approval shall be included on the cover page of the construction plans submitted to the Building Division.

11. No Certificate of Occupancy shall be approved or issued until all applicable Conditions of Approval have been satisfied.

12. All plans submitted to the City shall reflect Planning Commission approval and any other changes required by the Commission and/or staff. The Development Services Director is authorized to approve minor modifications to the approved project plans or any of the conditions of approval if such modifications shall achieve substantially the same results as would strict compliance with said plans and conditions.

13. Wall and fence heights shall be clearly called out on the project plans. Where walls or fences exceed maximum heights, a Minor Exception Permit will be required prior to the issuance of a building permit.

14. Prior to the issuance of a building permit, the applicant shall indicate the location and number of bike racks as required by Section 18.224.020 on the project plans.

15. To provide screening of the parking areas, a 3' wall shall be provided along the west side of the parking area along Grove Street. The wall shall be indicated on the project plans prior to the issuance of a building permit.

16. Prior to the issuance of a building permit, the project plans shall be revised to demonstrate that a minimum of thirty percent (30%) of the common open space area is landscaped.

17. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction.

18. Transformer cabinets and commercial gas meters shall not be located within required setbacks and shall be screened from public view either by architectural treatment or with landscaping. Multiple electrical meters and panels shall be fully enclosed and incorporated into the overall architectural design of the building(s). Backflow preventers shall be enclosed with landscaping that will provide complete screening upon maturity. The location and method of enclosure or screening of this equipment shall be shown on the construction plans and landscape plans prior to building permit issuance. Location of said equipment shall be coordinated with appropriate utility company (e.g., Southern California Gas Company or Southern California Edison Company). The applicant shall submit plans showing details of screening subject to review and approval by the Development Services Director, prior to issuance of building permits.

19. Ground-mounted equipment shall be screened from public view on all sides subject to review and approval by the Development Services Director or designee, prior to issuance of building permits.

20. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting and/or photometric plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. The illumination within the parking lot shall be a minimum of 0.5-foot candle and illumination along all property lines of the project site shall not exceed 0.5-foot candle. Walkway lighting shall have a maximum height of 10 feet, all parking lot lighting shall have a maximum height of 20 feet, and such light fixtures shall include shielding permanently attached to fixtures to contain illumination and prevent glare overspill onto abutting or nearby residential properties.

21. Plans submitted for plan check shall include an exterior lighting plan, including fixture and pole designs, for review and approval by the Development Services Director or designee.

22. All lighting shall be shielded, and no light or glare shall impact the surrounding properties.

23. Prior to issuance of building permits, Developer shall demonstrate that light standards will not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.

24. The project shall be operated to comply with the City's Noise Ordinance as contained in RMC Chapter 8.06 (Community Noise Control).

25. Prior to issuance of a building permit and/or landscape permit, Developer shall demonstrate on the construction plans that a minimum of thirty percent (30%) of the Common Outdoor Living Space area shall be landscaped as required by RMC Section 18.60.170(A)(1)(c). Parking spaces abutting the central on-site recreation area may be converted, if necessary, to usable recreation space with landscaping (i.e., connected and contiguous to the Common Outdoor Living Space area).

26. All landscaped areas noted on the site plan shall be permanently maintained with healthy planting material, and whenever necessary shall be replanted with suitable vegetation.

27. Landscape and Irrigation Plans shall provide water use calculations on the submitted plans, and Developer shall demonstrate compliance with the Model Water Efficient Landscape Ordinance prior to permit issuance. The plans shall be prepared by a California-licensed landscape architect.

28. The Final Landscape Plans shall incorporate the following:

    a. The landscape plan shall comply with all requirements for landscaping in pursuant to the Redlands Municipal Code.
    b. The landscape plans shall be detailed and show the specific distribution, size, and amount of each species of trees, shrubs, and groundcover;
    c. All plant material shall be sized so that the landscaping has an attractive appearance at the time of installation and a mature appearance within three (3) years;
    d. Trees with a trunk height of not less than six feet (6') shall be installed in the planters at each end of an aisle, at three (3) space intervals throughout the parking area, and at twenty-foot (20') intervals along the periphery of the parking area. Within parking areas, trees may be clustered in groups to achieve a more natural setting provided the total number of trees meets the previous planting requirements;
    e. At least fifty percent (50%) of the trees shall be an evergreen variety and shall be evenly distributed throughout the parking area;
    f. At least fifty percent (50%) of the trees shall be fifteen (15) gallon in size, twenty five percent (25%) shall be twenty-four-inch (24") box size, and twenty five percent (25%) shall be thirty-six-inch (36") box in size. All trees shall meet the following minimum caliper sizes. If the caliper size cannot be met at the container size, then the developer shall increase the container size to meet the required caliper;
    g. All trees identified on the landscape plan are to be maintained and the trimming or maintenance of them shall serve the purpose to bring them into a full canopy type configuration. If applicant/developer fails to maintain and trim said trees to allow for full canopy type configuration, applicant/developer shall be in violation of its

conditions of approval and subject to enforcement as allowed by law;

h. All landscape planters that are ten feet (10') or less in width shall utilize measures such as root barriers or other deep watering system to minimize heaving of parking area pavement and curbs by tree roots; and
i. An automatic irrigation system shall be utilized to irrigate the site's approved landscape design;
j. Where automobile bumpers overhang landscaped planters, two feet (2') of clear areas unobstructed by trees or shrubs shall be provided for vehicle overhang.

29. The landscape architect responsible for the design of the project's landscape plan shall review and certify, prior to a request by the applicant for a final occupancy inspection, that the installed landscaping meets the specifications of the approved landscape plan, except as modified in the conditions of approval.

30. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City and comply with the applicable sign code criteria. Sign locations and illumination are subject to review and approval by the Planning Division under separate permit.

31. Prior to the issuance of building permits, the applicant shall submit plans detailing that roof screening is of adequate height to screen any rooftop equipment from public view on all sides, subject to review and approval by the Development Services Director. Screening of air conditioning units and other equipment on the buildings and/or ground level shall be incorporated into or compatible with the architectural design of the buildings. All equipment shall be screened from public view of adjacent roadways, trails, and right-of-way.

32. Prior to issuance of any building permits, ground-mounted equipment shall be screened from public view on all sides subject to review and approval by the Development Services Director.

33. In the event of an accidental discovery or recognition of any human remains or funerary objects, Public Resource Code Section 5097.98 must be followed. In this instance, once project-related earthmoving begins and if there is accidental discovery or recognition of any human remains, the following steps shall be taken:

    a. There shall be no further excavation or disturbance of the site or any nearby area (within a 100-foot buffer of the find), as reasonably suspected to overlie adjacent human remains, until the City of Redlands Police Department and San Bernardino County Coroner are contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the California Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the "most likely descendant" of the deceased Native American. The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any

associated grave goods as provided in Public Resource Code Section 11 5097.98; or

b. Where the following conditions occur, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendent or on the project area in a location not subject to further subsurface disturbance:

- The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission;
- The descendent identified fails to make a recommendation; or
- The landowner or his authorized representative rejects the recommendation of the descendent, and the mediation by the NAHC fails to provide measures acceptable to the landowner.

34. Prior to issuance of a building permit, the applicant shall be required to obtain approval of a construction site safety plan by the Redlands Police Department providing adequate security measures such as lights, video cameras, vehicle transponders, locks, alarms, trained security personnel, fencing, etc. The nature of the measures will depend on the specific requirements of the site and may vary with the different stages of construction. The applicant shall be responsible for the compliance of all subcontractors working on the site.

35. The project site shall be kept in a weed and dust free condition throughout all periods of development. Developer and contractors shall comply with applicable South Coast Air Quality Management District (AQMD) regulations and standard requirements pertaining to grading, dust control, construction site maintenance, and construction equipment emissions controls.

36. Prior to the issuance of a building permit, Lot Line Adjustment No. 674 shall be recorded.

Building & Safety Division:

37. When the Entitlement Review is approved submit complete construction drawings including structural calculations, energy calculations and a soils report to Building and Safety for plan review in accordance with the current edition of the California Building and Fire Codes including all local ordinances and standards which are effective at the time of Plan Check Submittal.

38. The new structures are required to be equipped with automatic fire sprinklers and fire alarm per the CBC/CFC NFPA 13, NFPA 72 and the current Redlands Municipal Code.

39. Allowable building areas, based on type of construction and occupancy shall be based on the latest edition of the California Building Code.

40. Disabled access for the site and buildings must be in accordance to the State of California and ADA regulations.

41. A FEMA Letter of Map Revision is required prior to issuance of a building permit, or the building foundation shall be raised for the Base Flood Depth of one (+1) foot, plus two (2) foot free board, and a FEMA "No Rise" Certificate provided.

Other City Departments/Divisions

42. Conditions of Approval from the following City Departments/Divisions are applicable to the project, and are hereby incorporated by reference:

    a. Land Use Engineering Division (Exhibit B)
    b. Building and Safety Conditions of Approval (Exhibit C)

Brian Desatnik
Development Services Director

EXHIBIT B

Land Use Engineering Division
Conditions of Approval

[Attached]

REDLANDS DEVELOPMENT SERVICES DEPARTMENT
LAND USE ENGINEERING
DEVELOPMENT REQUIREMENTS
COMMISSION REVIEW AND APPROVAL NO. 964
*****As revised at Planning Commission meeting on 6/13/2023*****
Revisions to conditions shown in ***bold italics***

Date of P.C. Meeting:	**June 13, 2023**
Applicant:	**Invision Community Builders, LLC**
Location:	**East Side of Grove Street and on West Side of Judson Street, and South of Orange Blossom Trail**
Project Description:	**Construct 108 Unit Multi-Family Rental Complex Restricted for Senior Housing (55+)**

The applicant shall comply with the following engineering requirements to allow for the orderly development of the surrounding area and for public health and safety.

All requirements for development shall be consistent with requirements set forth in the General Plan; applicable sections of Redlands Municipal Code; latest edition of "Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements"; latest edition of American Public Works Association "Standard Plans for Public Works" and "Standard Specifications for Public Works Construction – Greenbook"; latest edition of "Redlands Water Systems Standard Specifications"; latest edition of "Redlands Sanitary Sewer Systems Standard Specifications"; and current Redlands policies and guidelines relative to development projects.

A. The following items are required prior to issuance of the GRADING PERMIT.

1. Pay plan check fee as established per resolution. The amount will be determined at plan check submittal.

2. Plans required to be submitted include:
   a. Precise Grading Plan. Grading plans shall be coordinated with the existing and proposed off-site improvements. (RMC 15.04)
   b. SWPPP/Erosion Control Plan. Erosion/Sediment Control Plan shall be submitted for review and approval. A copy of the project's Storm Water Pollution Prevention Plan (SWPPP) shall be submitted for review. SWPPP Best Management Practices (BMPs) to prevent and control discharges to the municipal separate storm sewer (drain) system shall be in effect for the entire duration of project construction to its completion and acceptance by the City. (RMC 13.54)
   c. Water Quality Management Plan. Submit preliminary/final Water Quality Management Plan (WQMP) for review and approval. WQMP shall consist of post construction Best Management Practices (BMPs) prepared in accordance with the requirements and guidelines of the San Bernardino County Stormwater Program. The requirements of the WQMP shall remain in effect throughout the life of the project. (California State Order No. R8-2010-0036)

All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Six (6) copies of each are required. After final review, grading and SWPPP plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

3. Submission of plan sets shall be complete and include all required engineering designs and drawings listed in No. 2 above. All plans submitted shall be substantially complete, and no plan check queue place-holder plans will be accepted. An incomplete plan submittal will not be accepted for plan check.

4. All support documentation shall be submitted with the plans to be checked. Submission shall include:
   a. Hydrology Report and Hydrologic Calculations; (RMC 18.12.080)
   b. Geotechnical Report; (RMC 15.04)
   c. Easement Documents. (RMC 18.12.080)

5. A final WQMP that is in substantial conformance with the preliminary WQMP and in full conformance with the WQMP Guidance Document shall be submitted and approved prior to the approval of precise grading plans.

6. Cash cleanup deposit shall be submitted ($1,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (RMC 12.16.290)

7. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

NOTE: Cash cleanup deposit and truck route permit submitted during the grading process could be transferred to be used during building construction or off-site improvement construction if it is within the time limit specified in the truck route permit, otherwise a new truck route permit must be issued.

8. For all development requiring coverage under the state of California General Storm Water Permit, in effect at the time of permit issuance, and whom have filed with the State Board a Notice of Intent (NOI), a copy of the Waste Discharge Identification Number (WDID) and NOI shall be submitted for review and file. Call (866) 563-3107. (RMC 13.54)

9. The Final WQMP shall also include a site trash plan detailing the installation, operation, and maintenance of a Full Capture System (FCS) for loose trash. The intent of the FCS is to capture loose trash preventing the trash from entering the site storm drains and basins. BMPs or devices used as FCS devices shall require acceptance by the City Engineer. Full Capture Systems are defined as treatment controls (either a single device or a series of devices) capable of trapping all particles 5 mm or greater. In addition, the FCS shall trap trash from the greater of:

   a. A flow not less than the peak flow rate, Q, resulting from a one-year, one-hour, storm. Precipitation intensity shall be determined using the NOAA ATLAS 14 Point Precipitation Frequency Estimates web site; or
   b. A flow rate equal to the on-site storm water conveyance system including pipes, channels, and swales.

10. FEMA Elevation Certificate (Pre-Construction). All new construction or substantial improvements within a Special Flood Hazard Area (designated floodplain) shown on the FEMA flood map (FIRM) shall comply with the City's floodplain management regulations (Chapter 15.32, Redlands Municipal Code). For proposed developments within a floodplain, the applicant must submit a FEMA Elevation Certificate (EC) for review and acceptance by the Municipal Utilities and Engineering Department prior to issuance of the grading permit. This certification shall be made by a registered professional engineer or land surveyor in the State of California. The latest EC form and instructions can be downloaded from the FEMA website at www.fema.gov.

In lieu of the FEMA Elevation Certificate, a Letter of Map Revision (LOMR) shall be submitted to FEMA for review and approval.

B. The following items are required prior to RECORDATION OF TRACT/PARCEL MAP.

No map is required for this application.

C. The following items are required prior to issuance of the BUILDING PERMIT

1. Pay plan check fee as established per resolution. The amount is to be determined at plan check submittal.

2. Plans required to be submitted shall include:
   a. Street Improvement;
   b. Storm Drain Construction;
   c. Pavement Striping Plans (including reflectorized pavement markers); and
   d. Street Tree Installation – Street trees shall be provided as per the approved Street Tree List.

All plans used as reference for design shall be listed on title sheet of all plans with reference numbers. All plans shall be submitted on 24" x 36" size sheets. Three (3) copies of each are required. After final review, plans shall be submitted on 24" x 36" size, min. 4 mil, mylar sheets for City's approval.

3. Submission of plan sets shall be complete and include all required engineering designs and drawings listed in No. 2 above. All plans submitted shall be substantially complete, and no plan check queue place-holder plans will be accepted. An incomplete plan submittal will not be accepted for plan check.

4. All support documentation shall be submitted with the plans to be checked. Submission shall include:
   a. Hydrology Report and Hydrologic Calculations; (RMC 18.12.080)
   b. Geotechnical Report; (RMC 15.04)
   c. Easement Documents. (RMC 18.12.080)

5. Finalize and obtain all necessary onsite and offsite permissions, permits, easements, right-of-way, and properties in order to satisfy the conditions of approval for this project. Such items shall include:
   a. City of Redlands Municipal Utilities and Engineering Department to update License Agreement with SBCTA for proposed City storm drain on SBTCA property.

6. All off-site improvements shall be designed by owner's Civil Engineer in accordance with City Standard Specifications and Detail Drawings and Standard Specifications for Public Works Construction (Green Book) latest revision thereof. All existing utilities shall be pot-holed to determine the actual depth if no signed plan is available. Field notes will be submitted at time of submitting the plan for review and plan checking.

7. The approximate locations of existing underground utilities shall be shown on the improvement/site/grading plans. The utilities shall be plotted from record and field data. The City of Redlands and the Engineer assume no liability as to the exact location of said lines where locations are not shown.

8. Provide pad certification and compaction report to the Building and Safety Department.

9. Pay the required development impact fees per ordinance in effect at time of issuing the building permit. The exact amount will be determined based upon the review of the final building plan or project information. Development Impact Fees shall include:
    - Transportation Facilities; (RMC 3.54)
    - Fire Facilities; (RMC 3.60)
    - General Government Facilities; (RMC 3.60)
    - Library Facilities; (RMC 3.60)
    - Open Space/Park; (RMC 3.32)
    - Police Facilities; (RMC 3.60)
    - Storm Drain Facilities; (RMC 3.56)
    - Water Capital Improvement Charge; (RMC 3.48)
    - Water Source Acquisition Charge; (RMC 13.40)
    - Sewer Capital Improvement Charge; (RMC 3.44)
    - Solid Waste Capital Improvement Charge; (RMC 3.70) and
    - Water/Sewer Frontage Charges. (RMC 13.44 and 13.12.)

10. Final City approved mylars for all public improvements shall be on file with the Municipal Utilities and Engineering Department.

11. Although this project will have an on-going inspection throughout construction, a final inspection for all off-site improvements must be scheduled by developer to certify that these improvements comply with City specifications. (RMC 12.16.090)

12. Requirements for Judson Street (RMC 18.12.080):

    a. Dedicate to provide for 44 foot half street right-of-way;
    b. Construct standard curb and gutter 32 feet west side of street centerline;
    c. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the curb and gutter to the street centerline verified through a geotechnical report;
    d. Construct standard sidewalk along the entire street frontage and ramps at all curb returns;
    e. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    f. Construct underwalk drain, if necessary;
    g. Use traffic index of 9.0; and
    h. Install residential/commercial fire hydrants as required by the Redlands Fire Department.

13. Requirements for Grove Street (RMC 18.12.080):

    a. Dedicate to provide for a 32 foot half street right-of-way width;
    b. Construct standard curb and gutter 20 feet east side of street centerline;
    c. Provide full depth construction/reconstruction consistent with the City standard or alternative method of street rehabilitation as accepted by the City Engineer between the curb and gutter to the street centerline verified through a geotechnical report;
    d. Construct standard sidewalk along the entire street frontage and ramps at all curb returns;
    e. Provide street trees spaced every 40 feet avoiding sewer and water laterals. Prepare and submit a separate street tree plan for City approval;
    f. Construct standard pavement transition based on design speed of the street from the northerly property line to the north as accepted by the City Engineer;
    g. Construct underwalk drain, if necessary;
    e. Use traffic index of 6.0; and
    f. Install residential/commercial fire hydrants as required by the Redlands Fire Department.

14. Provide adequate drainage facilities, including ***construction an adequately reinforced concrete storm drain across the SBCTA property as required by the City Engineer originating from Judson Street and connecting into the existing 24-inch storm drain in Grove Avenue. The reinforced concrete storm drain will be sized to maintain and not exacerbate the existing drainage condition in Judson Street and Grove Avenue prior to the development of this project.*** ~~but not limited to, installation of an adequately sized reinforced concrete storm drain across the SBCTA property as required by the City Engineer.~~ The applicant shall provide and submit all necessary hydrology/hydraulic studies and calculations in accordance with the San Bernardino County Hydrology Manual. (RMC 18.12.080)

15 Conditions, Covenants and Restrictions ("CC&Rs") shall be prepared by the applicant and approved by the City for the project which address cross lot drainage, Water Quality Management Plan requirements, sewer usage, water service, and solid waste disposal, which are shared by the property owners. The CC&Rs shall contain the following:

a. A provision which reads substantially as follows: "The City shall have the right to review and approve any proposed amendment or termination of [the CC&Rs] when such termination or amendment would alter, amend, terminate or otherwise impair the rights of the City under those provisions of [the CC&Rs] which satisfy the conditions of approval imposed by the City for the project. All proposed amendments shall be submitted to the City's Development Services Director and shall be approved in writing by the City Attorney as a precondition of and prior to the recordation of such amendment."

b. A provision which reads substantially as follows: "[The CC&Rs] shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and the favor of, and enforceable by the City of Redlands. Although the City of Redlands shall be a beneficiary of [the CC&Rs], and shall have a right to enforce [them], the City of Redlands shall not be obligated hereunder to exercise such rights of enforcement."

16. The CC&Rs shall be subject to a joint review by all affected City Department Directors and the City Attorney's Office. The applicant shall be required to pay for the review of the CC&Rs by the affected Department Directors and the City Attorney's Office at such persons' hourly billing rates.

17. The CC&Rs shall be submitted to the City at least thirty (30) days prior to the submission of any request for approval of the final map. The CC&Rs shall subsequently be recorded, in the form approved by the City, prior to or at the same time as the final map.

18. All off-site utilities shall be placed underground. The undergrounding shall include power poles located along the project site's street frontage(s) and may include power poles beyond the site's boundary as determined by Southern California Edison. Those overhead utility lines that are 66KV or greater will not be required to be undergrounded. Any power pole(s) that contain a streetlight may be required to install a standard streetlight, in accordance with the Municipal Utilities and Engineering Department's standards. Plans shall be submitted that detail the undergrounding of all off-site utilities, subject to review and approval by the City Engineer (RMC 18.12.080). This requirement may be waived per RMC Section 17.17.020 G(2) through payment of an in lieu fee provided that the approving body makes the finding described in RMC Section 17.17.20 G(3).

19. Install reduced pressure principle backflow devices as required by City Engineer. (RMC 13.20)

20. Install onsite fire line with double detector check valve backflow devices at service connection satisfactory to the City Fire Department. (RMC 13.20)

21. Comply with the Solid Waste Recycling Access Act of 1991 (AB 1327) and install double solid waste bin enclosure(s). Submit a plan prepared by a licensed engineer showing bin enclosure(s) location on the site plan with solid waste truck turning and/or turnaround track template superimposed.

22. Submit recycling plans for site demolition/construction for review and approval in accordance with Chapter 13.66 of the Redlands Municipal Code.

23. Dedication documents shall be prepared by a licensed Land Surveyor or registered Civil Engineer (registered prior to January 1982) and must be submitted for review and approval before recordation. (California B&P Code 8761 and CCR 4411)

24. FEMA Elevation Certificate (Pre-Construction). All new construction or substantial improvements within a Special Flood Hazard Area (designated floodplain) shown on the FEMA flood map (FIRM) shall comply with the City's floodplain management regulations (Chapter 15.32, Redlands Municipal Code). For proposed developments within a floodplain, the applicant must submit a FEMA Elevation Certificate (EC) for review and acceptance by the Municipal Utilities and Engineering Department prior to issuance of the building permit. This certification shall be made by a registered professional engineer or land surveyor in the State of California. The latest EC form and instructions can be downloaded from the FEMA website at www.fema.gov.

25. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows (RMC 18.12.080):

Performance	100% security (due prior to building permit issuance)
(Warranty)	10% security (due at acceptance of improvements)
Labor and Materials	50% security (due prior to building permit issuance)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name subject to approval of the City Attorney and Finance Director.

26. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work. (RMC 18.12.080) and 12.20.100)

27. Execute Public Improvement Agreement. (RMC 12.22.060)

D. The following items are required prior to approval of APPLICATION FOR WATER SERVICE CONNECTION and prior to WATER METER INSTALLATION.

1. Pay the Water Capital Improvement Charge; (RMC 3.48.030)

2. Pay the Water Source Acquisition Charge; (RMC 13.40)

3. Pay the Water Frontage Charges; (RMC 13.44) and

4. Pay the Water Meter Installation Charge. (Redlands Ordinance No. 2830)

E. The following items are required prior to issuance of the ENCROACHMENT PERMIT.

1. Cash cleanup deposit shall be submitted ($1,000.00). Deposit will be reimbursed after the work is completed and accepted by the City upon written request. (Required unless previously submitted under Sections A, B or C.) (RMC 12.16.290)

2. Truck route permit is required for all construction vehicles 5 tons and over gross vehicular weight (e.g. concrete trucks) using streets other than established truck routes. (RMC 10.54)

3. Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert Identification Number, call Underground Service Alert toll free, 1-800-227-2600, two (2) working days prior to conducting any excavation. (RMC 12.20.120)

4. Encroachment Permit application and two (2) sets of City approved plans must be submitted for all off-site improvements. Encroachment Permit fees shall be paid prior to issuance of Encroachment Permit. (RMC 12.16.010)

5. A California OSHA Permit Number for all work that is 5 feet deep or deeper shall be provided. Call (909)383-4321. (RMC 12.16.040)

6. A copy of soils report is required with recommendation for the final pavement structural section to be submitted prior to placing of the street pavement. The report shall include test results and boring/sampling locations.

7. A traffic control plan shall be prepared in accordance with the latest revision of CA MUTCD or W.A.T.C.H. manual, submitted and accepted by the City Engineer prior to issuance of an encroachment permit. The plan shall show all required construction signage, warning devices, road closures, detours, delineation, phasing schedules and anticipated durations of closures and detours for any work within the public right-of-way. The plans shall provide names and 24-hour phone numbers of individuals who can be contacted regarding traffic control measures.

8. Improvement bonds must be posted for the total estimated cost of off-site improvements as follows:

Performance	100% security (due prior to building permit issuance)
(Warranty)	10% security (due at acceptance of improvements)
Labor and Materials	50% security (due prior to building permit issuance)

Acceptable security forms: Surety Bond(s), Letter of Credit from a qualified bank or institution, Cash Deposits, or Set Aside Letter (savings account) in City's name subject to approval of the City Attorney and Finance Director.

9. Execute Public Improvement Agreement.

10. The 10% warranty security will be retained for one year after acceptance of public improvements by the City for warranty of off-site work.

F. The following items are required prior to issuance of CERTIFICATE OF OCCUPANCY.

1. All requirements as described in Sections A, B, C, D and E of these conditions of approval shall be met.

2. All work shall be completed to the satisfaction of the City Engineer. All as-built plans shall be delivered to the Municipal Utilities and Engineering Department for review and approval.

3. The Engineer of Record shall file a Certification for all grading and improvements relating to the project development.

4. Owner's Licensed Land Surveyor shall reset survey points, monuments, record corners, and centerline ties that were destroyed during construction and shall file Corner Records for those points prior to completion of the project with San Bernardino County Surveyor. Copies of information shall be furnished to the Municipal Utilities and Engineering Department. [California B&P Code 8762, 8767, 8768, 8771, and 8773(b)]

5. FEMA Elevation Certificate (Finished Construction). A post-construction Elevation Certificate (EC) shall be submitted for all new construction or substantial improvements within a Special Flood Hazard Area (designated floodplain) shown on the FEMA flood map (FIRM). This certification shall provide as-built survey elevations to verify compliance with the City's floodplain management regulations (Chapter 15.32, Redlands Municipal Code). This certification shall be made by a registered professional engineer or land surveyor in the State of California and submitted to the Municipal Utilities and Engineering Department for review and acceptance prior to issuance of the Certificate of Occupancy. The latest EC form and instructions can be downloaded from the FEMA website at www.fema.gov.

   In lieu of the FEMA Elevation Certificate, a Letter of Map Revision (LOMR) shall be submitted to FEMA for review and approval.

6. A list of as-built infrastructure improvement quantities shall be provided in the Excel format provided by the City showing quantities for each street segment (i.e. pavement, curb and gutter, sidewalk, etc.)

7. Streets may be required to have a seal coat applied at the option of the City Engineer. Type of seal coat is to be determined by the City Engineer.

8. Resurface existing roadway as directed by the City Engineer due to utility installations and construction damage.

9. Existing striping shall be removed and replaced as necessary. New striping and pavement markings shall be installed as required by the City Engineer.

10. Owner/Developer shall provide recycling receipts as required by the recycling plan.

G. The following items are required prior to release of SECURITIES/WARRANTIES/DEPOSITS.

1. Prior to the release of the securities for the project, all improvements shall be reviewed and accepted by the City Engineer.

2. Tie sheets shall be submitted for all monuments found in the public right-of-way.

3. The release of securities/warranties/deposits must be requested in writing to the City Engineer. Allow 30 days for processing.

Donald P Young

DONALD YOUNG, P.E., P.M.P.
One Stop Permit Center Manager

FILE: CRA 964

EXHIBIT C

Building and Safety
Conditions of Approval

[Attached]

City of Redlands

Building & Safety Division
35 Cajon St., Suite 20 Redlands, Ca 92373

BUILDING AND SAFETY CONDITIONS OF APPROVAL

CUP #	1169	**Review Date**	12/19/2022
Project Address	APN 0170-221-53-0000, 0170-221-55-0000		
Project Description	Villages at Orange Blossom		
Occupancy Type	B, A-3, E	**Square Footage**	102,547 SF
Construction Type			

Reviewed By:	John Thompson	
Phone#	909-798-7536 x7	jthompson@cityofredlands.org

- When the Entitlement Review is approved submit complete construction drawings including structural calculations, energy calculations and a soils report to Building and Safety for plan review in accordance with the current edition of the California Building and Fire Codes including all local ordinances and standards which are effective at the time of Plan Check Submittal.

- The new structures are required to be equipped with automatic fire sprinklers and fire alarm per the CBC/CFC NFPA 13, NFPA 72 and the current Redlands Municipal Code.

- Allowable building areas, based on type of construction and occupancy shall be based on the latest edition of the California Building Code.

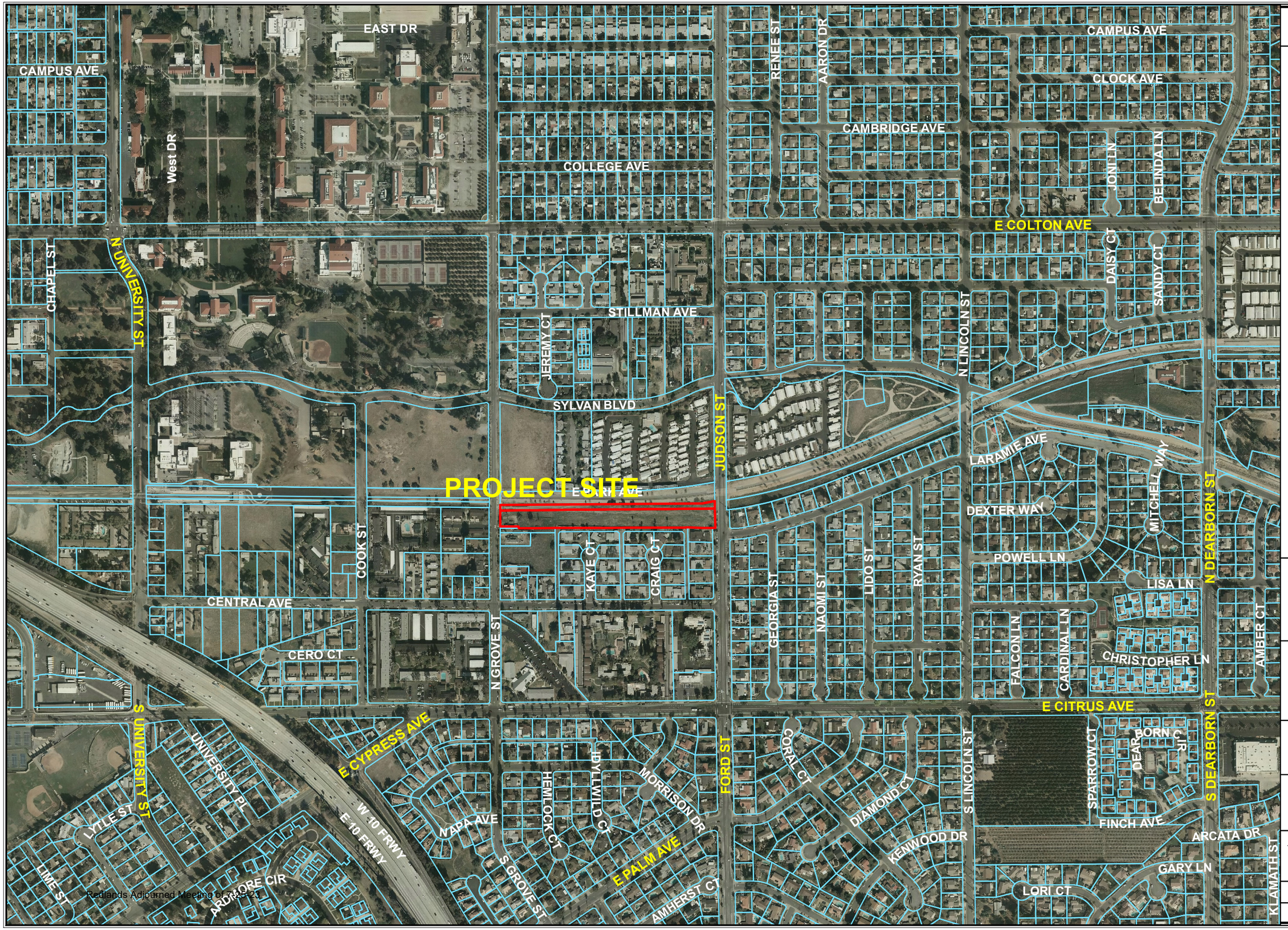
- Disabled access for the site and buildings must be in accordance to the State of California and ADA regulations.

- A FEMA Letter of Map Revision is required prior to issuance of a building permit, or the building foundation shall be raised for the Base Flood Depth of +1 foot, plus 2 foot free board, and a FEMA "No Rise" Certificate provided.

Sincerely,

John Thompson
Building Official

Rev. 6/2022



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.

N
W E
S

Scale
0 390 780
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of Redlands "A City That Works"

May 2, 2023

OneStop.mxd



Aerial Photo

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N
W E
S

Scale
0 120 240
Feet

City of Redlands
Department of Innovation & Technology
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City of REDLANDS "A City That Works"

May 2, 2023

OneStop.mxd

VILLAGES AT ORANGE BLOSSOM SENIOR APARTMENTS

REDLANDS, CA



VICINITY MAP



SHEET INDEX

A01 - ARCHITECTURAL SITE PLAN
A02 - PRELIMINARY FIRE MASTER PLAN
A03 - BLDG 1 MASTER FLOOR PLAN
A04 - BLDG 1 LOWER LEVEL FLOOR PLAN
A05 - BLDG 1 UPPER LEVEL FLOOR PLAN
A06 - BLDG 1 MASTER ROOF & ELEVATIONS
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A08 - BLDG 1 ENLARGED ELEVATIONS
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A19 - COMMUNITY ROOM / LEASING PLAN
A20 - FITNESS / POOL BATH PLAN
A21 - TRASH ENCLOSURE
A22 - CARPORT PLAN

NOVEMBER 04, 2022

ARCHITECT	OWNER'S REPRESENTATIVE	CIVIL ENGINEER	LANDSCAPE ARCHITECT
VANCE GRAHAM IDEArc 17848 SKY PARK CIRCLE, SUITE D IRVINE, CA 92614 949.336.6056	MOHAMAD YOUNES INVISION COMMUNITY BUILDERS, LLC 690 EAST GREEN STREET, SUITE 200 PASADENA, CA 91101 951.300.8268 mohamad.y@inlandcorp.com	CEAZAR AGUILAR AGUILAR CONSULTING INC 231 E. ALLESSANDRO BLVD #6A393 RIVERSIDE, CA 92508 951.300.1431 caguilar@aguilarconsulting.com	SHAWN BURCH STB LANDSCAPE ARCHITECTS, INC. 15 SOUTH 5TH ST. REDLANDS, CA 92373 909.798.7490 shawn@stblandarch.com

VILLAGES AT ORANGE BLOSSOM

VILLAGES AT ORANGE BLOOSOM PROJECT SUMMARY

USE	SIZE		BEDS	BATHS	UNIT MIX	PARKING (1) REQ'D/UNIT	PARKING (1) TOTAL REQ'D	PARKING UNCOVERED	PARKING COVERED	TOTAL UNIT AREA	TOTAL BEDS/ UNIT TYPE	TOTAL BATHS/ UNIT TYPE
PLAN 1	615	SQFT	1	1	76	1.0	76	60	16	46,740	76	76
PLAN 2	821	SQFT	2	1	32	1.5	48	41	7	26,272	64	32
TOTAL					108		124	101	23	73,012	140	108
FITNESS												
COMM./LEAS	1,842	SQFT					-	0				
							Total Parking (1)	124				

(1) PER STATE DENSITY BONUS LAW

TOTAL SITE AREA:	152,058.70	SQFT	3.49	ACRES
			30.94	DU/AC
SITE COVERAGE:	56.66%			

TOTAL BUILDING AREA		
LIVING:	72,971	sq.ft.
CIRCULATION:	13,180	sq.ft.
GARAGE:	0	sq.ft.
TOTAL:	86,151	sq.ft.
LEAS/COMM.	1,842	sq.ft.
FITNESS/BATH	1,035	sq.ft.

REQUIRED OUTDOOR LIVING AREA*		18,242.7	12%	18.60.170 (A)	
PROVIDED COMMON OUTDOOR LIVING SPACE:		7,945.5	5.2%	18.60.170 A.1.b*	
PROVIDED PRIVATE OUTDOOR LIVING SPACE:		10,800.0	7.1%		
TOTAL PROVIDED OUTDOOR LIVING SPACE:		18,745.5	12.3%		

NOTE:

18.60.170 (A) - THE OUTDOOR LIVING SPACE MAY BE PROVIDED IN THE FORM OF COMMON OPEN SPACE AREAS, PRIVATE OPEN SPACE AREAS, OR A COMBINATION THEREOF, EXCEPT THAT THERE SHALL BE AT LEAST ONE HUNDRED (100) SQUARE FEET OF COMMON OPEN SPACE FOR EACH DWELLING UNIT.
18.60.170 A.1.b - RECREATION BUILDINGS MAY BE LOCATED WITHIN THE COMMON OUTDOOR LIVING SPACE; PROVIDED, HOWEVER, THAT NOT MORE THAN TEN PERCENT (10%) OF THE SPACE MAY BE UTILIZED FOR RECREATIONAL BUILDING PURPOSES. THE SPACE BETWEEN BUILDINGS SHALL BE INCREASED BY THE DIMENSIONS OF THE RECREATIONAL BUILDING(S).

N

UNIT 1

UNIT 2

COMMUNITY / LEASING

FITNESS / BATH

OUTDOOR LIVING

PROJECT INFO:

APN: 0170-221-53-0000 & 0170-221-55-0000

EXISTING ZONING: R-2
EXISTING DENSITY: 14 DUA
CONSTRUCTION TYPE: V-A

ALLOWABLE DENSITY: 30 DU/AC (27 DU/AC PER MEASURE U)
PROPOSED DENSITY: 25.78 DU/AC (30.94 DU/AC WITH 20% DENSITY BONUS)
PROPOSED DENSITY BONUS: 90 X 1.20 = 108 DU/AC (76 ONE-BEDROOM & 32 TWO-BEDROOM)

PARKING: 1 PARKING STALL PER DU FOR ONE-BEDROOM AND 1.5 PARKING STALLS FOR TWO-BEDROOM
REQUIRED PARKING: 124 PARKING STALLS
PROVIDED PARKING: 124 PARKING STALLS PROVIDED

PROPOSED AMENITIES: COMMUNITY ROOM & LEASING OFFICE (1,842 SQ.FT.)
SWIMMING POOL & HOT TUB
FITNESS ROOM & POOL BATH (1,035 SQ.FT.)

EXISTING FLOOD AREA: AO-1
PROPOSED FLOOD AREA: ZONE X (PER FEMA MAP REVISION FOR REGION 9)

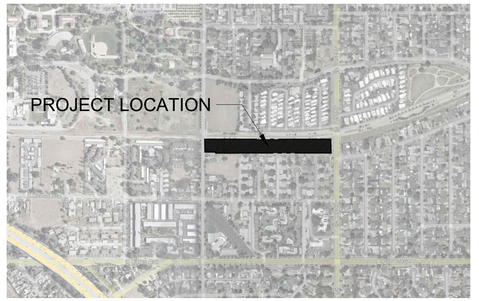
SETBACKS:
SIDE: 56 FT (ORANGE BLOSSOM TRAIL)
FRONT: 20 FT (JUDSON & GROVE STREET)
SIDE: 10 FT (SOUTH BOUNDARY)
REAR: 20 FT

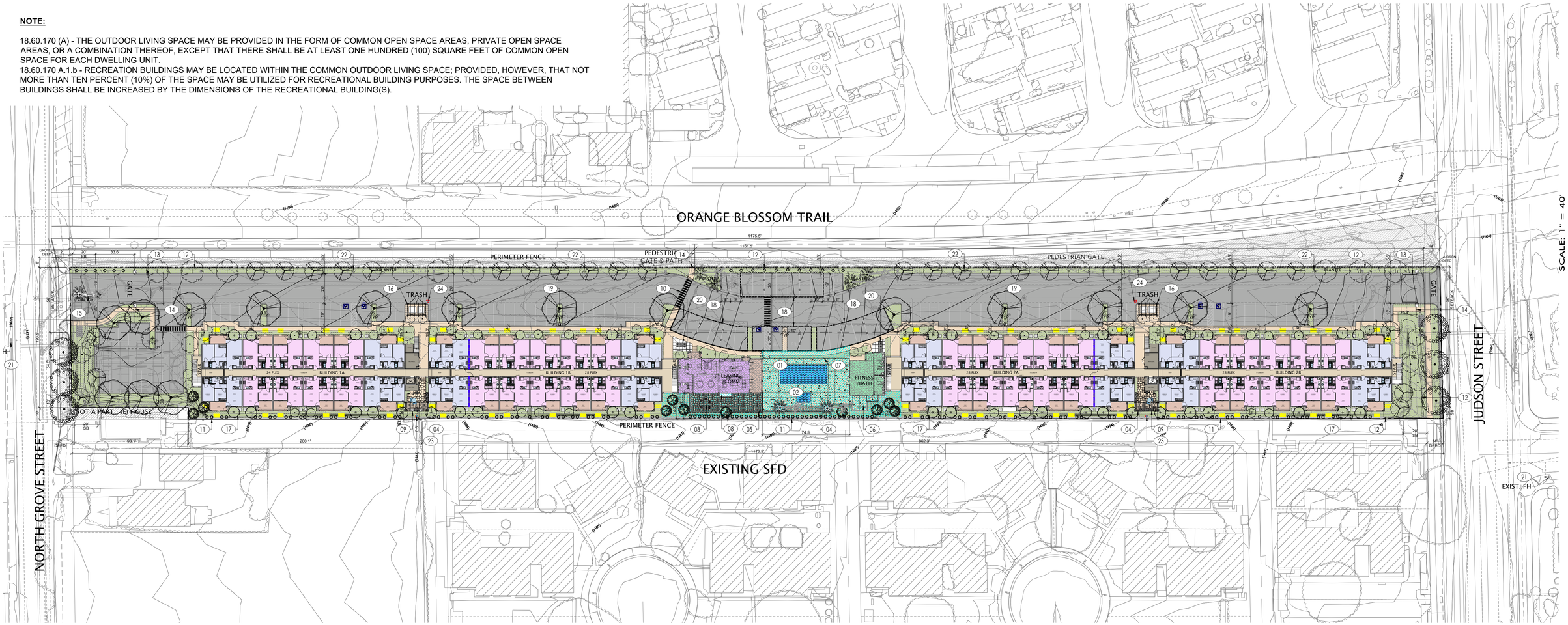
PLANTING AREAS

PROJECT LANDSCAPE AREA	PROVIDED
PERIMETER PLANTER	7,090.3 SQFT
SOUTH & SIDES PLANTING	14,409.7 SQFT
ISLANDS	9,310.6 SQFT
TOTAL	30,810.6 SQFT
% OF SITE AREA	20%

PARKING LOT LANDSCAPING

PARKING AREA	52,245.3 SQFT
REQUIRED PLANTING (7%)	3,657.2 SQFT
PERIMETER PLANTER	6,040.6 SQFT
LANDSCAPE ISLAND 1	215.1 SQFT
LANDSCAPE ISLAND 2	107.7 SQFT
TOTAL	6,363.4 SQFT
% OF PARKING AREA	12%





SYMBOL	DESCRIPTION
01	16'X40' POOL
02	8'X12' SPA RAISED 24" ABOVE POOL DECK FOR EASIER ENTRY
03	GAS FIREPIT
04	STEEL TRELLIS WITH DECORATIVE METAL PANELS BETWEEN POSTS TO MATCH DECORATIVE POOL FENCING PANELS
05	ALUMAWOOD OR EQUAL SHADE TRELLIS OVER FIRE PIT AND ADJACENT PATIO
06	POOL EQUIPMENT PAD
07	DECORATIVE FENCING WITH GREEN SCREEN AND METAL PANELS PER LANDSCAPE PLANS
08	24" HIGH SEAT WALL-TYPICAL
09	BBQ AND RECREATION AREA PER LANDSCAPE PLANS
10	APPX. LOCATION OF 5' WIDE WALKWAY CONNECTION TO THE ORANGE BLOSSOM TRAIL
11	6' HIGH SPLIT FACE BLOCK WALL ALONG SOUTHERLY PROPERTY LINE
12	DECORATIVE TUBULAR STEEL FENCE WITH COLUMNS PER LANDSCAPE PLANS
13	VEHICULAR ACCESS GATES TO MATCH PERIMETER TUBULAR STEEL FENCING
14	PEDESTRIAN ACCESS GATES TO MATCH PERIMETER TUBULAR STEEL FENCING
15	GATE KEYPAD
16	TRASH ENCLOSURE
17	DRAINAGE SWALE PER CIVIL PLANS
18	CARPORT
19	EV CHARGING STATION SINGLE POST W/ DUAL PORTS
20	MAILBOX - TO BE LOCATED WHERE PERMITTED
21	EXISTING FIRE HYDRANT
22	PROPOSED FIRE HYDRANT
23	STANDPIPE LOCATION
24	STREET PAINTED STAND PIPE LOCATOR SYMBOL
	DECORATIVE PAVING
	CONCRETE POOL DECKING

SCALE: 1" = 40'

VILLAGES AT ORANGE BLOSSOM

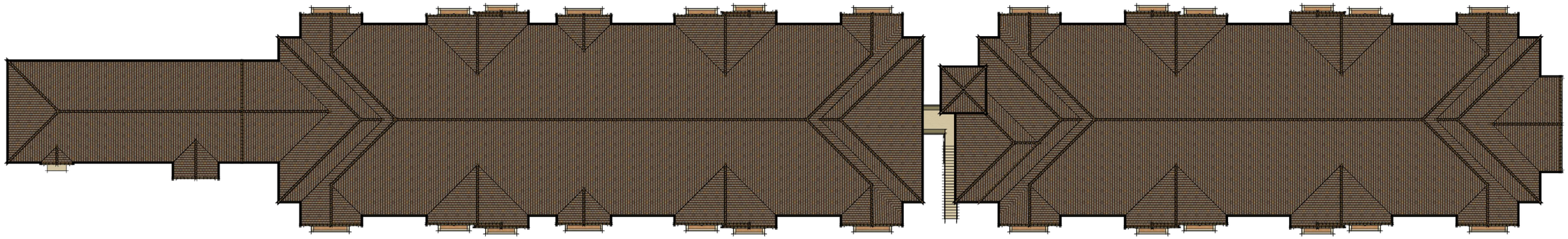
November 4, 2022

ARCHITECTURAL SITE PLAN

A01

REDLANDS, CA
17848 SKY PARK CIRCLE, SUITE D
IRVINE, CA 92614
949.336.6056

IDEArc ARCHITECTURE + PLANNING



ROOF PLAN



FRONT (NORTH)



LEFT (WEST)



RIGHT (EAST)



REAR (SOUTH)

BLDG 1 MASTER ELEVATIONS & ROOF PLAN
VILLAGES AT ORANGE BLOSSOM

REDLANDS, CA

DESIGN DEVELOPMENT

November 4, 2022

SCALE: 1/16" = 1'-0"

A06

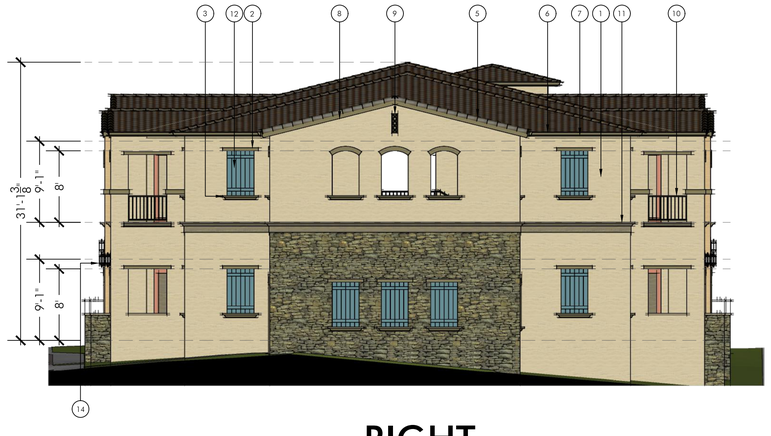
IDEArc ARCHITECTURE + PLANNING
17848 SKY PARK CIRCLE, SUITE D
IRVINE, CA 92614
949.336.6056



FRONT (RIGHT)



FRONT (LEFT)



RIGHT

1. STUCCO
2. STUCCO FINISH FOAM LINTELS
3. STUCCO FINISH FOAM SILLS
4. WINDOWS WITH TAN FRAMES AND MUTTONS
5. BARREL CONCRETE ROOF TILES
6. 2X6 CONTINUOUS FACIA
7. GUTTER OVER FASCIA
8. 2X WOOD BARGE
9. PRE MANUFACTURED TERRA COTTA "CLAY" ROUND OR X-VENTS
10. METAL RAILING
11. SHAPED FOAM TRIM W/ STUCCO FINISH
12. FAUX SHUTTER
13. STONE VENEER
14. EXTERIOR LIGHTING

SCALE: 1/8" = 1'-0"

BLDG 1 ENLARGED ELEVATIONS
VILLAGES AT ORANGE BLOSSOM

REDLANDS, CA

DESIGN DEVELOPMENT

November 4, 2022

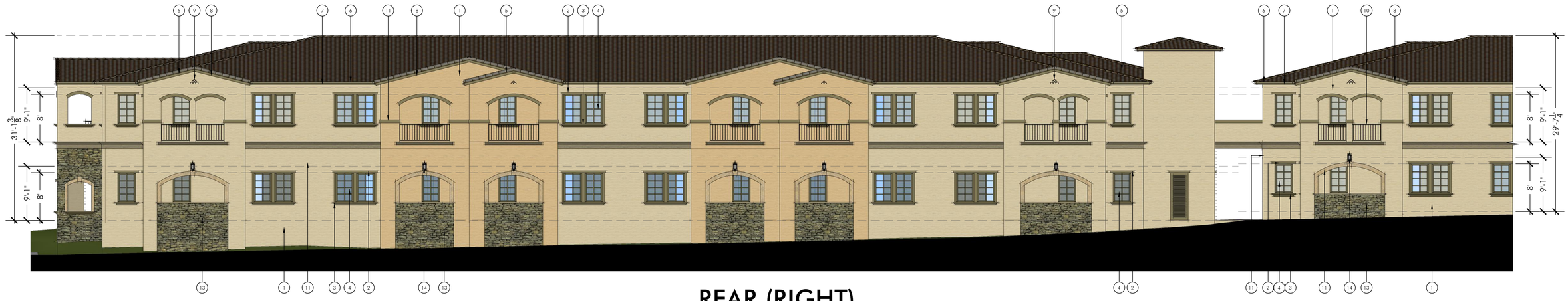
COLORED ELEVATIONS

A07

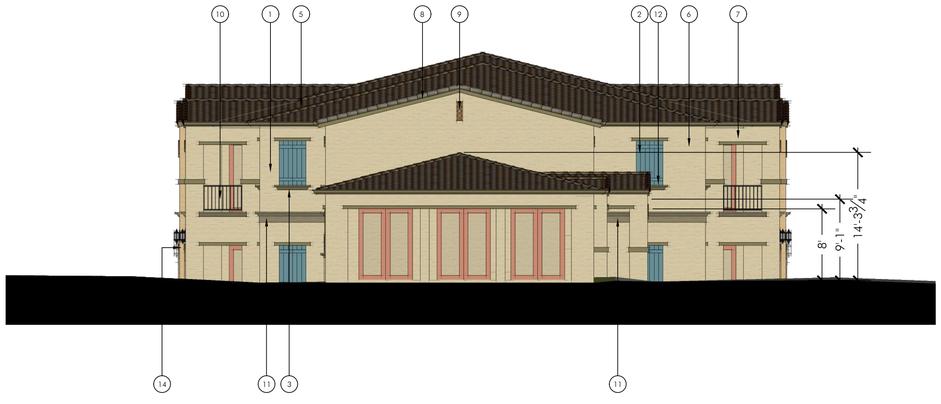
IDEArc ARCHITECTURE + PLANNING
17848 SKY PARK CIRCLE, SUITE D
IRVINE, CA 92614
949.336.6056



REAR (LEFT)



REAR (RIGHT)



LEFT

1. STUCCO
2. STUCCO FINISH FOAM LINTELS
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13. STONE VENEER
14. EXTERIOR LIGHTING

BLDG 1 ENLARGED ELEVATIONS
VILLAGES AT ORANGE BLOSSOM

SCALE: 1/8" = 1'-0"

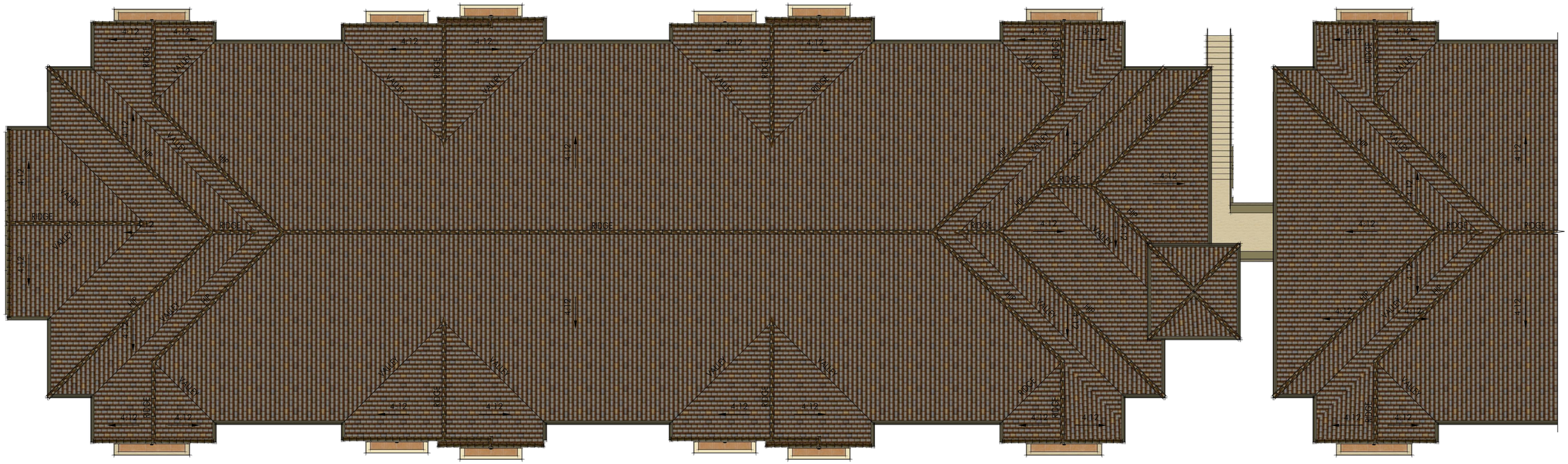
REDLANDS, CA

DESIGN DEVELOPMENT ELEVATIONS

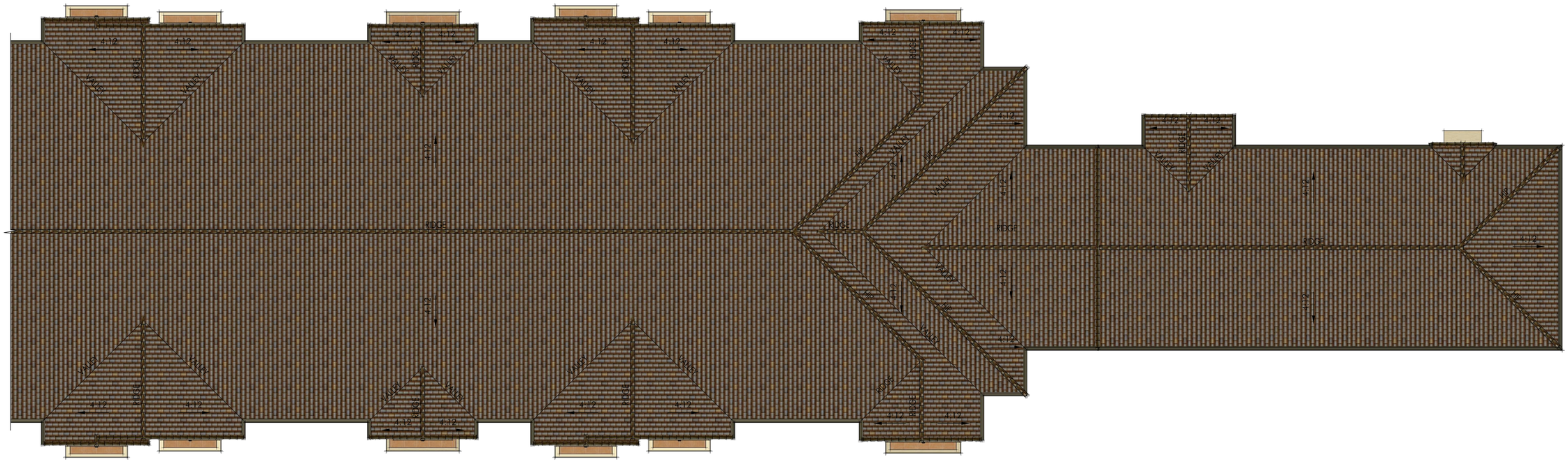
November 4, 2022

A08

IDEArc ARCHITECTURE + PLANNING
17848 SKY PARK CIRCLE, SUITE D
IRVINE, CA 92614
949.336.6056



BLDG 1 ROOF (LEFT)



BLDG 1 ROOF (RIGHT)

ROOF PLAN

VILLAGES AT ORANGE BLOSSOM

SCALE: 1/8" = 1'-0"

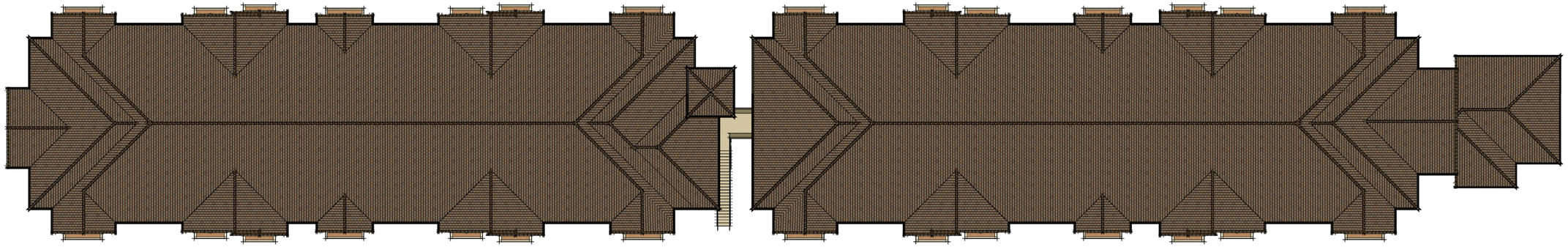
November 4, 2022

DESIGN DEVELOPMENT ROOF PLAN

A09

REDLANDS, CA

IDEArc ARCHITECTURE + PLANNING
17848 SKY PARK CIRCLE, SUITE D
IRVINE, CA 92614
949.338.6056



ROOF PLAN



FRONT (NORTH)



LEFT (EAST)



RIGHT (WEST)



REAR (SOUTH)

BLDG 2 MASTER ELEVATIONS & ROOF PLAN
VILLAGES AT ORANGE BLOSSOM

SCALE: 1/16" = 1'-0"

November 4, 2022

REDLANDS, CA

DESIGN DEVELOPMENT ELEVATIONS

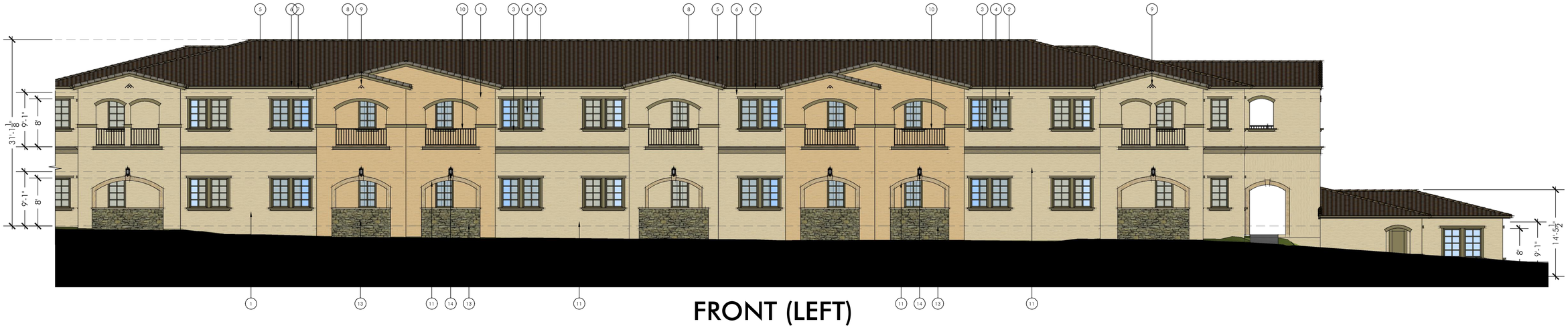
A13

1784-8 SKY PARK CIRCLE, SUITE D
IRVINE, CA 92614
949.336.6056

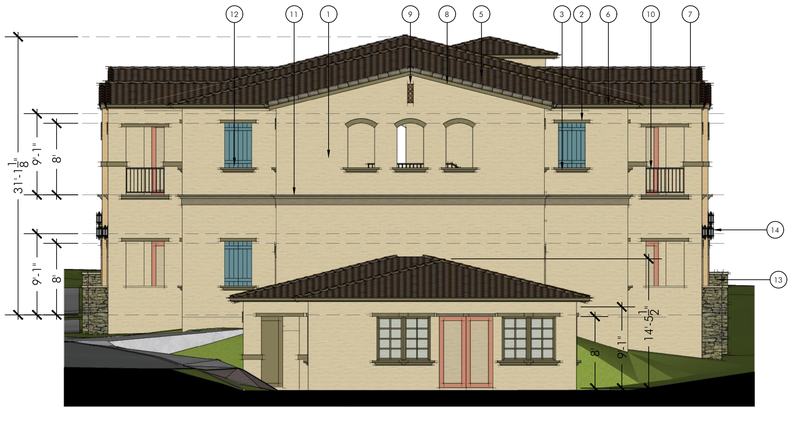
IDEArc ARCHITECTURE + PLANNING



FRONT (RIGHT)



FRONT (LEFT)



RIGHT

1. STUCCO
2. STUCCO FINISH FOAM LINTELS
3. STUCCO FINISH FOAM SILLS
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5. BARREL CONCRETE ROOF TILES
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12. FAUX SHUTTER
13. STONE VENEER
14. EXTERIOR LIGHTING

BLDG 2 ENLARGED ELEVATIONS
VILLAGES AT ORANGE BLOSSOM

SCALE: 1/8" = 1'-0"

REDLANDS, CA

DESIGN DEVELOPMENT ELEVATIONS

November 4, 2022

A14

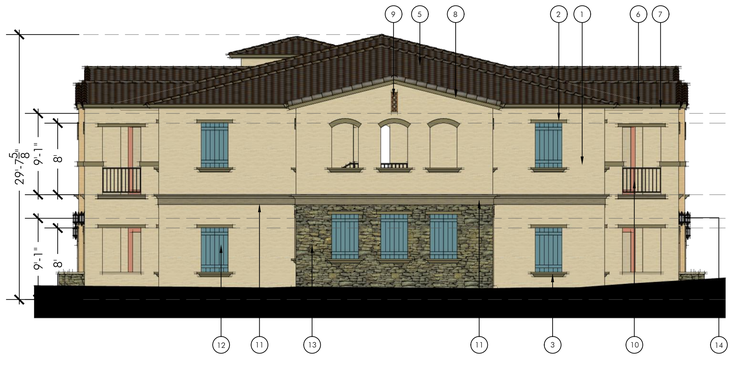
IDEArc ARCHITECTURE + PLANNING
17848 SKY PARK CIRCLE, SUITE D
IRVINE, CA 92614
949.336.6056



REAR (LEFT)



REAR (RIGHT)



LEFT

1. STUCCO
2. STUCCO FINISH FOAM LINTELS
3. STUCCO FINISH FOAM SILLS
4. WINDOWS WITH TAN FRAMES AND MUTTONS
5. BARREL CONCRETE ROOF TILES
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12. FAUX SHUTTER
13. STONE VENEER
14. EXTERIOR LIGHTING

SCALE: 1/8" = 1'-0"

BLDG 2 ENLARGED ELEVATIONS
VILLAGES AT ORANGE BLOSSOM

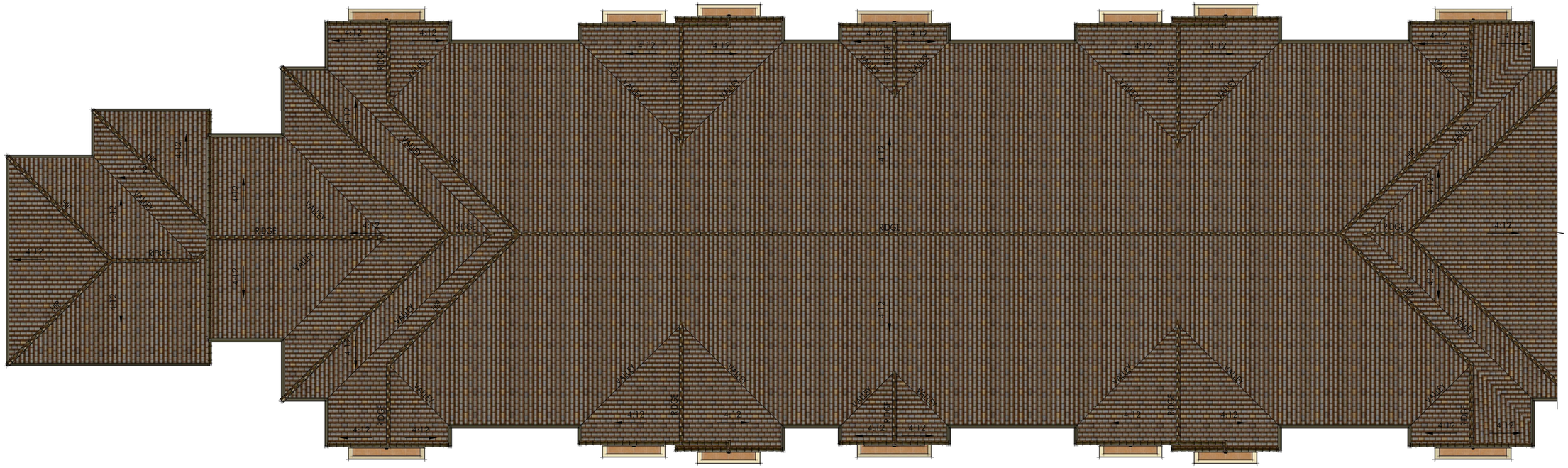
REDLANDS, CA

DESIGN DEVELOPMENT ELEVATIONS

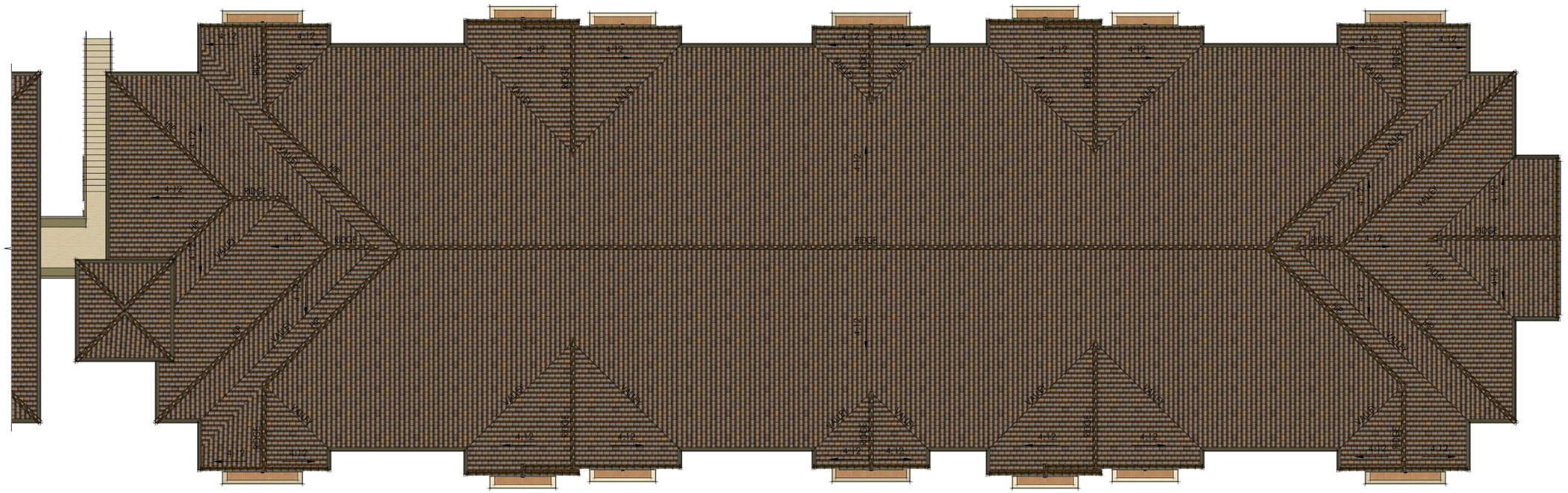
November 4, 2022

A15

IDEArc ARCHITECTURE + PLANNING
17848 SKY PARK CIRCLE, SUITE D
IRVINE, CA 92614
949.336.6056



BLDG 2 ROOF (LEFT)



BLDG 2 ROOF (RIGHT)

ROOF PLAN

VILLAGES AT ORANGE BLOSSOM

SCALE: 1/8" = 1'-0"

November 4, 2022

DESIGN DEVELOPMENT ROOF PLAN

A16

REDLANDS, CA

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17848 SKY PARK CIRCLE, SUITE D
IRVINE, CA 92614
949.338.6056



SECTION 1 (TYP. CENTER STAIR)



SECTION 2 (TYP. END STAIR)



SECTION 3 (TYP. UNITS)

SECTIONS

VILLAGES AT ORANGE BLOSSOM

REDLANDS, CA

DESIGN DEVELOPMENT

SCALE: 1/8" = 1'-0"

November 4, 2022

A17

IDEArc ARCHITECTURE + PLANNING
17848 SKY PARK CIRCLE, SUITE D
IRVINE, CA 92614
949.336.6056

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City Clerk
City of Redlands
P. O. Box 3005
Redlands, CA 92373

SPACE ABOVE LINE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEES PURSUANT TO GOVT. CODE § 27383

CITY OF REDLANDS

SENIOR HOUSING DENSITY BONUS AGREEMENT

This Senior Housing Density Bonus Agreement ("Agreement") is entered into as of this 25th day of July, 2023, by and between the City of Redlands, a California municipal corporation ("City"), and Orange Blossom by Invision LLC, a Limited Liability Company ("Developer"). City and Developer are each sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

A. Developer is the owner of approximately 3.49 acres of real property located south of the Orange Blossom Trail between Grove Street and Judson Street, (APNs: 0170-221-53-0000 and 0170-221-55-0000) in Redlands, California, which is more particularly described in the legal description attached hereto as Exhibit "A" and incorporated herein by reference ("Property").

B. On or about _____, the Planning Commission approved development of the Property for senior housing that would include 108 dwelling units, a 1,842 square-foot leasing/community building, a 1,035 square-foot fitness building, and related on-site improvements including driveways, parking lot, landscaping, and lighting on a 3.49 acre site ("Project"). The Project is subject to the Conditions of Approval as specified in the approved entitlements Commission Review and Approval No. 964 and Lot Line Adjustment No. 674.

C. On or about May 5, 2022, Developer submitted a request for a density bonus for the Project. The base density for the Project under the City's zoning ordinance would be ninety-four (94) units. The Developer is requesting a density bonus because the Project will be a Senior Citizen Housing Development, as defined herein, and one-hundred percent (100%) of the dwelling units (collectively, the "Senior Units") shall only be made available to senior citizens who are fifty-five (55) years of age or older and other qualified residents, in accordance with California Civil Code § 51.3, for a minimum time period of fifty-five (55) years.

D. Provided that Developer complies with all of the requirements of the California Density Bonus Law (Government Code section 65915 et seq.), Developer is eligible to obtain a density bonus and certain incentives and/or concessions, including a waiver or reduction of City development standards, and City desires to enter into this Density Bonus Agreement in accordance with California law.

E. For purposes of complying with the Density Bonus Law and the Redlands Municipal Code, and facilitating development of senior housing within the City, City and Developer agree to the terms and conditions of this Agreement to establish Developer's rights to construct and operate the Senior Citizen Housing Development described herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein as a substantive part of this Agreement.

2. Definitions. The following terms when used in this Agreement shall have the meanings ascribed to them:

(a) "Senior Citizen" means a person 55 years of age or older.

(b) "Senior Citizen Housing Development" means a property that is developed for occupancy by persons who qualify as a Senior Citizen in accordance with California Civil Code § 51.3.

(c) "Senior Unit(s)" means a unit in the Project to be occupied or made available for occupancy exclusively by persons who qualify for occupancy in a Senior Citizen Housing Development.

(d) "Density Bonus Law" means California Government Code section 65915 et seq.

(e) "Density Bonus" means the additional fourteen units requested by Developer under the Density Bonus Law in exchange for agreement to develop the Senior Units.

3. Senior Citizen Housing Requirements.

(a) Project. As part of the Project, Developer shall develop, or cause to be developed, the Property as a Senior Citizen Housing Development, with a total of 108 rental units on the Property that will be rented as Senior Units.

(b) Senior Units. Developer covenants and agrees that it shall rent not less than one-hundred percent (100%) of the units on the Property as Senior Units. The rental restrictions and conditions described in this Agreement shall run with the land and shall be binding on all successor owners of the Property. City is given the express authority by Developer to enforce the restrictions and conditions described in this Agreement.

(c) Federal Law Requirements. The Senior Units are intended to qualify as "housing for older persons" exempt from the age restriction prohibition contained in the Federal Fair Housing Amendments Act of 1988 as amended by the Housing for Old Persons Act of 1995 (the "Acts"). In order to satisfy the requirements of the Acts, at least 80% of the units in the buildings in which the Senior Units are located must be occupied by at least one person fifty-five (55) years of age or older; and Developer shall:

(i) publish and adhere to policies and procedures that demonstrate the intent to provide housing for persons fifty-five (55) years of age or older for the buildings in which the Senior Units are located; and

(ii) comply with rules issued by the Secretary of Housing and Urban Development for verification of occupancy, including (a) developing procedures for routinely determining the occupancy of each Senior Unit; (b) providing for regular updates through surveys or other means and no less than once every two years; and (c) establishing and maintaining appropriate policies to require that occupants comply with the age verification procedures.

(d) Applicable Law and Amendment Requirements. The provisions in this Agreement are intended to comply with the housing for Senior Citizen requirements in Civil Code section 51.3 and the housing for older persons exemption under the Acts of 1988 and 1995 in effect as of the date this Agreement (collectively, the "State and Federal Acts"). To the extent of any conflict between the provisions of this Agreement and the State and Federal Acts, the State and Federal Acts shall control notwithstanding that said State and Federal Acts may be more permissive than the restrictions set forth herein. If the State and Federal Acts are subsequently modified or amended in any manner, the provisions of this Agreement shall be considered modified and amended in a like manner if necessary in order to remain in compliance with applicable laws. Nothing in this Agreement shall prohibit Developer from imposing additional age and/or income requirements to the Senior Units to the extent said additional requirements are consistent with the State and Federal Acts.

(e) Prohibition Against Discrimination. Developer shall not discriminate against any tenant or potential tenant on the basis of sex, color, race, religion, ancestry, national origin, age, pregnancy, marital status, family composition, sexual orientation, source of income, or the potential or actual occupancy of minor children. Developer further agrees to take affirmative action to ensure that no such person is discriminated against for any of the above mentioned reasons.

4. Density Bonus; Concessions; Waivers. In exchange for the agreement to the construct the Senior Units on the terms and conditions set forth herein, the City has agreed to density bonus of fifteen percent (15%) for the proposed ninety-four base units, resulting in a density bonus of fourteen (14) additional units. Accordingly, this density bonus agreement provides for the development of 108 Senior Units on the Property.

5. No Incentives, Concessions or Waivers. Developer acknowledges and agrees that no incentives, concessions, waivers or reductions have been requested, and that, as of the date of this Agreement, the City has fully satisfied any duty City may have under the Redlands Municipal Code, the Density Bonus Law, or any other law or regulation applicable to the Project, to provide any development incentive or concession to Developer, including the waiver or reduction of any building, zoning, or other requirement. By this Agreement, Developer releases any and all known claims Developer may have against the City related to or arising from, in any way, City's obligation to waive requirements of or provide development incentives or concessions pursuant to any state, federal, or local law, rule, or regulation applicable to the Project.

6. Permits and Processing; Compliance with Laws.

(a) Developer, at its sole cost and expense, shall secure or cause to be secured any and all permits that may be required by City or any other federal, state, or local government entity having or claiming jurisdiction over the Property or Project. Upon securing any and all permits, Developer shall carry out and perform the development of the Project in conformity with all applicable federal, state, and local laws and regulations, and all conditions of approval issued for the Project.

(b) City shall have no responsibility for the construction, installation, management, operation or maintenance of the Project.

7. Term. The Term of this Agreement shall be fifty-five (55) years commencing upon the date of the City's issuance of the first certificate of occupancy for a Senior Unit for the Project.

8. Agreement to be Recorded; Priority. This Agreement shall be recorded, prior to the issuance of building permits for the Project, in the Official Records of San Bernardino County, California as senior, non-subordinate covenants and as an encumbrance running with the land for the full Term of this Agreement. In no event shall this Agreement be made junior or subordinate to any deed of trust or other document providing financing for the construction or operation of the Project or any other lien or encumbrance whatsoever for the entire fifty-five (55) year Term of this Agreement. Notwithstanding anything to the contrary herein, the City shall have the discretion to subordinate this Agreement to regulatory restrictions of public lender(s) restricting occupancy of units in the Project to persons eligible to occupy Senior Units. Upon a determination by the City Manager that the conditions in this Section have been satisfied, the City

Manager or the City Manager's designee will be authorized to execute the approved subordination agreement without the necessity of any further action or approval by the City Council.

9. Indemnification. Developer shall defend, indemnify and hold harmless City and its officers, agents, employees, representatives, and volunteers (collectively, "Indemnitees") from and against any loss, liability, claim or judgment arising from any act or omission of Developer in connection with its obligations under this Agreement, except to the extent caused by the negligence or misconduct of the Indemnitees. .

10. City's Right to Inspect Senior Units and Documents. City may inspect the Senior Units at any reasonable time for so long as this Agreement remains in effect, to determine Developer's compliance with this Agreement.

11. Defaults and Remedies. City shall have the right to specifically enforce each and every covenant, condition, restriction, and provision in this Agreement and Developer hereby agrees and acknowledges that money damages are an inadequate remedy for any default under this Agreement.

11.1 Default. Failure or delay by any Party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other Party specifying the default (or such other period specifically provided herein) constitutes a default under this agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting Party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion within an additional sixty (60) days following the conclusion of such thirty (30) day period (for a total of ninety (90) days). Except as required to protect against further damages, the injured Party may not institute proceedings against the Party in default until the time to cure has expired. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. City hereby agrees to accept any cure offer by any limited partner of or lender to Developer on the same basis as if such cure were offered by Developer.

11.2 Rights and Remedies. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any other Party.

12. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement 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 Agreement thereafter.

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

14. Time. Time is of the essence in this Agreement.

15. Notices. Any approval, disapproval, demand, document or other notice ("Notice") which either Party may desire to give to the other Party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

Developer: Jim A. Ahmad
Orange Blossom by Invision LLC
750 E. Green Street, Ste. 204
Pasadena, CA 91101

City: 35 Cajon Street
Redlands, California 92373
Attention: City Clerk
City of Redlands

Such addresses may be changed by notice to the other party given in the same manner as provided above.

16. Third Party Beneficiaries. The Parties acknowledge and agree there are no third party beneficiaries of this Agreement. Each Party and its successor and assigns shall have full right and ability to enforce each and every covenant and restriction in this Agreement. No other person or entities shall have any right of action hereunder. Under no circumstances shall any individual, officer, or affiliate have any personal liability for any claims arising out of the Agreement unless it is proven by clear and convincing evidence that the individual, officer, or affiliate has been guilty of oppression, fraud, or malice.

17. Successors and Assigns. This Agreement shall run with the land, and all of the terms, covenants and conditions of this Agreement shall be binding upon Developer and City and the successors and assigns of Developer and City. Whenever the terms "Developer" or "City" are used in this Agreement, such terms shall include any other successors and assigns as herein provided.

18. Project as Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. No partnership, joint venture, or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property and the Developer of such property.

19. Entire Agreement. This Agreement and all of its Exhibits set forth and contain the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings, or agreements which are not contained or expressly referred to herein. No testimony or evidence of an such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the terms or conditions of this Agreement.

20. Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

21. Interpretation and Governing Law. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purpose of the Parties hereto, and the rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California.

22. Amendment. This Agreement may not be changed orally, but only by an agreement in writing signed by Developer and City. The City Manager, or the City Manager's designee, may execute an amendment to this Agreement that is necessary to implement the provisions stated herein; provided, however, that any amendment relating to the term, number of Senior Units, any of the rental restrictions under this Agreement, or the number or type of any incentives or concessions given by the City, must be approved by the City Council.

23. Counterparts. This Agreement may be executed in two or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and shall be one and the same instrument. This Agreement shall not be effective until the execution and delivery by the Parties of at least one set of counterparts. The Parties hereunder authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

[SIGNATURES ON NEXT PAGE]

DEVELOPER:

Orange Blossom by Invision, LLC.

By:
_____

Its:_____

THE CITY OF REDLANDS, a California municipal corporation

By:
_____
_____, Mayor

ATTEST:

_____
_____, City Clerk

EXHIBIT A

DESCRIPTION OF SUBJECT PROPERTY

RESOLUTION NO. 8503

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING A DENSITY BONUS AGREEMENT, RELATED TO COMMISSION REVIEW AND APPROVAL NO. 964 FOR A 108-UNIT SENIOR HOUSING PROJECT LOCATED SOUTH OF THE ORANGE BLOSSOM TRAIL BETWEEN GROVE STREET AND JUDSON STREET APNs: 0170-221-53-0000 AND 0170-221-55-0000).

WHEREAS, an application for Commission Review and Approval No. 964 for the construction of a 108-unit apartment project for senior citizens (age 55 or older) located south of the Orange Blossom Trail, between Grove Street and Judson Street (the Project) was submitted on May 5, 2022 by Invision Community Builders; and

WHEREAS, in conjunction with the filing of Commission Review and Approval No. 964, the Project also includes a density and incentive/concession agreement to allow for a density increase of 3.9 dwelling units per acre (a 15% increase) to allow a total of 30.9 units per acre; and

WHEREAS, on June 13, 2023, the Planning Commission held a public hearing and considered the staff report, oral report, the testimony and the written evidence submitted by and on behalf of the applicant and by members of the public; and

WHEREAS, following the hearing for Commission Review and Approval No. 964, the Planning Commission determined that approval of the requested entitlements for is in the best interest of the public health, safety and general welfare and approved the Project; and

WHEREAS, the Density Bonus Agreement is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) pertaining to projects which have no potential to cause a significant environmental effect; and

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 Density Bonus Agreement is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) (General Rule Exemption).

SECTION 2. APPROVAL OF DENSITY BONUS AGREEMENT. The proposed density bonus agreement ("Housing Incentive and/or Concession Agreement") is hereby approved based upon the following findings pursuant to Section 18.228.070 of the Redlands Municipal Code.

1. The development project would not be a hazard or nuisance to the city at large or establish a use or development inconsistent with the goals and policies of the city's general plan;

The proposed project for 108 dwelling units designated for senior housing (55+) will not be a hazard or nuisance to the City of Redlands at large. The 2035 General Plan designates the project site for High Density Residential multifamily housing, and the proposed project and land use will be consistent with several polices and actions contained in the General Plan. The proposed project will also implement several goals and policies contained in the 2021-2029 Housing Element, particularly for senior housing and affordable housing. The proposed project will help the City achieve its housing goal numbers as determined by the Regional Housing Needs Assessment as further explained in the Housing Element.

2. The number of dwellings can be accommodated by existing and planned infrastructure capacities;

The proposed project for 108 dwelling units designated for senior housing (55+) can be accommodated by existing and planned infrastructure capacities. The City's Development Review Committee (including Land Use Engineering staff and Municipal Utilities & Engineering Department) have reviewed the proposed project plans, and all necessary infrastructure, public and private utilities, and public services will be able to adequately serve the project site and vicinity.

3. Adequate evidence exists to ensure that the development of the property would result in the provision of affordable housing in a manner consistent with the purpose and intent of this chapter;

The proposed project for 108 dwelling units designated for senior housing (55+) is consistent with the applicable provisions of State density bonus law (Calif. Gov. Code Sections 65915 – 65918) and the project is subject to a Density Bonus Agreement that must be included in the project entitlements. The development of the property will result in the provision of affordable housing for seniors (55+) in a manner consistent with the purpose and intent of the Redlands Municipal Code as well as applicable State law.

4. In the event that the city does not grant at least one financial concession or incentive as defined in state law in addition to the density bonus, that additional concessions or incentives are not necessary to ensure affordable housing costs; and

The proposed project for 108 dwelling units designated for senior housing (55+) does not require any financial concessions or incentives from the City, and the proposed project is otherwise consistent with the applicable provisions of the City's development standards for the Multiple Family Residential (R-3) zoning district. There are no additional concessions or incentives that will be necessary to ensure affordable housing costs. The proposed Density Bonus Agreement will ensure that the project provides housing for seniors (55+) in accordance with State law.

5. There are sufficient provisions to guarantee that the lower and very low income units would remain affordable in the future.

The proposed project for 108 dwelling units designated for senior housing (55+) includes a Density Bonus Agreement that will ensure the project provides housing only for seniors in accordance with the granted density bonus and applicable State law. The Density Bonus Agreement includes terms and provisions to ensure that only eligible seniors may reside in the development and have the benefit of affordable market-rate rents.

ADOPTED, SIGNED AND APPROVED this 25th day of July, 2023.

_____
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 25th day of July, 2023 by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

Density Bonus Agreement

City Council Meeting **I. 2.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of accepting two (2) Highway Safety Improvement Program grants for projects totaling $653,600 and $245,000, respectively; rejecting one (1) Highway Safety Improvement Program grant in the amount of $718,100; and approving an additional appropriation of $808,740 for this project (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 accept two (2) Highway Safety Improvement Program grants for projects totaling $653,600 and $245,000, respectively;

2. I move that the City Council reject one (1) Highway Safety Improvement Program grant in the amount of $718,100; and

3. I move that the City Council approve an additional appropriation in an amount not-to-exceed $808,740 for this project.

RECOMMENDATION:

Staff recommends City Council accept two (2) Highway Safety Improvement Program grants for projects totaling $653,600 and $245,000, respectively, and reject one (1) Highway Safety Improvement Program grant in the amount of $718,100. Staff further recommends City Council approve an additional appropriation not-to-exceed $808,740 for this project.

DISCUSSION:

In August 2022, Municipal Utilities and Engineering Department (MUED) staff submitted grant applications for funding assistance through the California Department of Transportation (CalTrans) Highway Safety Improvement Program (HSIP) for the following projects:

- 08-Redlands-1 - San Bernardino Avenue/Church Street Traffic Signal (Total Project Cost = $653,600)
- 08-Redlands-2 - Traffic Signal Head Improvements (Total Project Cost = $245,000)
- 08-Redlands-3 - Traffic Signal Left Turn Phasing Improvements (Total Project Cost = $718,100)

The first project will install a new traffic signal, including left turn phasing and pedestrian controls, at the intersection of San Bernardino Avenue and Church Street. The second project will improve existing traffic signals by installing larger signal heads with reflective borders at various locations throughout the City. The third project will install protected left turn phase signals and timing at existing signalized intersections.

The HSIP manages and distributes state funds to local agencies implementing projects that will reduce fatalities and serious injuries on public streets. HSIP funding may be used for preliminary engineering, rights-of-way acquisition, construction, and construction engineering. In March 2023, MUED staff was notified that all three (3) applications were selected for HSIP Cycle 11 funding.The first application was awarded $588,240, which requires $65,360 (10%) in City matching funds, for a total project cost of $653,600. The second application was awarded $220,500, which requires $24,500 (10%) in City matching funds, for a total project cost of $245,000. The third application was awarded $359,050, which requires $359,050 (50%) in City matching funds, for a total project cost of $718,100.

At the time that MUED staff submitted the applications, staff anticipated having funding available so that the local match for the three (3) grants would be funded through the General Fund. Once awarded and after further review, staff was notified that the General Fund would not be able to support the local match of the third project. Therefore, staff is requesting City Council reject the third grant award.

Staff recommends City Council accept two (2) HSIP Grants totaling to $808,740, reject one (1) HSIP grant in the amount of $718,100, and approve an additional appropriation not-to-exceed $808,740 for this project.

Section 2.2.3 (Post Award Grant Administration) of the City Policy Manual requires City Council acceptance of these grant awards. The approved FY 23/24

MUED budget includes funding for the City matching funds requirements for the first two (2) projects and staff recommends City Council acceptance of these grants. Staff recommends City Council rejection of the third grant, which requires a significant additional appropriation to meet the City matching fund requirement. MUED staff will manage all Project elements, including grant administration, to ensure compliance with City policies and grant requirements.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer
Selina Sanchez, Grant Coordinator

PREPARED BY:
Veronica Medina, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 23/24
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$808,740
Budgeted Y/N:	Y
Account No.:	200400; 253400
Discussion:	

Accepting the two (2) HSIP grants requires an additional appropriation of $808,740 from the Governmental Grant Fund (200400). The Grant Fund (200) will be reimbursed by the CalTrans HSIP grant program after successful completion of the projects. The local match amount of $89,860 is included in the FY 23/24 Traffic Signals Fund (253400).

Attachments

HSIP Grant Award Letter

HSIP Cycle 11 Location Map

Additional Appropriation Form

Grant Procurement Policy (Reference only)

DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL ASSISTANCE
P.O. BOX 942874, MS-1
SACRAMENTO, CA 94274-0001
PHONE (916) 654-1776
FAX (916) 653-1905
TTY 711
www.dot.ca.gov

Making Conservation a California Way of Life.

March 9, 2023

Veronica Medina
City of Redlands
35 Cajon St., Suite 15A
Redlands, CA 92373

Dear Veronica Medina:

Congratulations! Your HSIP application has been selected for funding:

Application ID	Location	Description of Work	Project Cost	HSIP Funds (State)
08-Redlands-1	The intersection of San Bernardino Avenue and Church Street.	Install traffic signal.	$ 653,600.00	$ 588,240.00
08-Redlands-2	Various signalized intersections citywide.	Install larger signal heads and back-plate with reflective border.	$ 245,000.00	$ 220,500.00
08-Redlands-3	Various signalized intersections citywide.	Install protected left turn phase signals and timing.	$ 718,100.00	$ 359,050.00

The complete list of funded projects in HSIP Cycle 11 Call for Projects is available online at https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/approved-project-lists.

The agency's first step is to contact the appropriate District Local Assistance Engineer (DLAE) who can assist with the funding allocation process and other project management requirements. The DLAE contact information is available at https://dot.ca.gov/programs/local-assistance/other-important-issues/local-assistance-contacts.

To help in the success of your project, here are some important items to note:

1. State funds will be used for many HSIP Cycle 11 projects; the projects that fit into the High-Risk Rural Road (HR3) will be federalized to meet the FHWA's Special Rule for the High-Risk Rural Roads; the projects that implement mainly Pedestrian/Bike safety countermeasures may be federalized for satisfying the FHWA's Special Rule for Vulnerable Road Users (VRU).

2. The HSIP is a reimbursement program. Reimbursable work cannot commence on your project until you receive an allocation (for state funds) or an authorization for (federal funds) from Caltrans Division of Local Assistance (DLA) for this project.

3. For state funded HSIP projects, please note:
    a. the funding allocation process for HSIP projects with state HSIP Funding is different from projects in other programs such as ATP/STIP and SB1. The funding allocation for HSIP projects is processed through Caltrans DLA, not the CTC.
    b. The funding allocation request is Phase specific, i.e., Preliminary Engineering (PE), Right of Way (ROW) or Construction (CON).

    For more guidance on implementing State-funded HSIP projects, please visit https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/state-funded-hsip.

4. For federally funded HSIP projects, please follow the project authorization process in Chapter 3 of the Local Assistance Procedures Manual (LAPM).

5. The delivery of the HSIP Cycle 11 projects must meet the below milestones:
    a. The PE phase (if applicable) must be allocated by 12/31/2023.
    b. The Construction (CON) phase must be allocated by 3/31/2026 (6 months may be added for projects with consultant for PE).
    c. The project must be completed and closed out by 3/31/2028 (6 months may be added for projects with consultant for PE).

    HSIP project delivery requests and status of the projects are available at https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects.

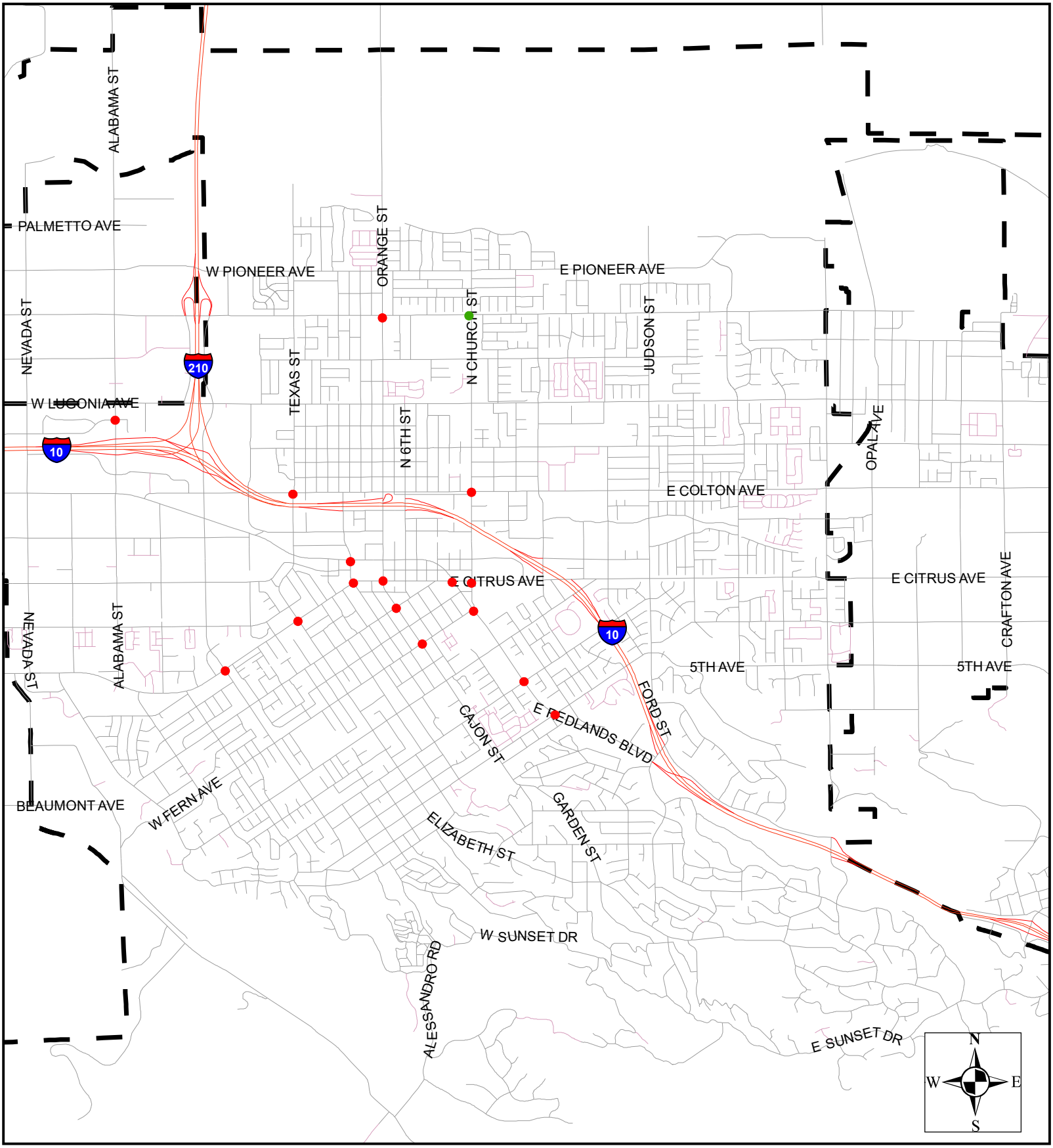
6. It is the agency's responsibility to review their project scope throughout the project delivery process and confirm that HSIP funding is used to fund the approved eligible scope as defined in your HSIP application. In case that any scope or cost change is needed, please contact your DLAE.

7. Prior to engaging in any Architectural and Engineering (A&E) contract procurement(s), agencies should reference Chapter 10 (Consultant Selection) of the Local Assistance Procedures Manual (LAPM), located at: https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm.

If you have any questions about your project, please contact your DLAE.

Sincerely,

Alberto Vergel De Dios
District Local Assistance Engineer



HSIP Cycle 11 Location Map

Legend

- Traffic Signal Improvements
- Traffic Signal Installation
- City Limits

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 7/12/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Other Betterments & Improvements	200400	8501	S400028	$ 653,600.00
Reimbursed Expenditures	200400	6912	S400028	-$ 65,360.00
Other Betterments & Improvements	200400	8501	S400029	$ 245,000.00
Reimbursed Expenditures	200400	6912	S400029	-$ 24,500.00
				$ $ 808,740.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
State Grants	200400	4401	S400028	$ 588,240.00
State Grants	200400	4401	S400029	$ 220,500.00
				$ $ 808,740.00

JUSTIFICATION: To facilitate funding for two (2) HSIP Cycle 11 grants to install a traffic signal and for traffic signal improvements.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

Grant Procurement and Administration 2.2.3

PURPOSE

It is the policy of the City Redlands to seek grant funds from various agencies to enhance City operations. The majority of grantors stipulate that the grantee's procurement regulations shall be followed. However, some of the granting agencies establish rules for the procurement of goods and services. This policy establishes the responsibilities to ensure that the City follows applicable procurement rules and regulations

POLICY

It is the policy of the City of Redlands to adhere to grantor's procurement regulations and in accordance with the City Municipal Code No. 2.16.260, titled "Federal Requirements".

PROCEDURES FOR PROCUREMENTS WITH GRANT FUNDS

PRIOR TO THE SUBMISSION OF APPLICATIONS FOR GRANT FUNDS:

Requesting Department:

1. Applying staff must review the grant application with Finance to ensure that there is sufficient available funds and sufficient time to procure goods and services with grant funds given the expected approval date for grant funds and the restrictions for spending grant funds. Finance approval must be granted prior to submitting grant applications that require use of City Funds.

2. When Federal funds are used, the "**Federal Grant Procurement**" policy based on the Code of Federal Regulation (CFR) below must be followed. (Pages 8-18)

POST AWARD GRANT ADMINISTRATION:

After Receipt of Notification to Receive Grant Funds Requesting Department shall:

1. Determines the need for a procurement funded through grants.

2. Reviews the grant to identify any regulations pertaining to procurement of goods or services with the grant funds.

3. Follow the **"Financial Post Award Administration"** Policy below. (Pages 3-7)

4. Communicates the grant funding source (Federal, State, other) and applicable procurement regulations on the purchase requisition and via email, if necessary.

Grant Procurement and Administration 2.2.3

Department/ Purchasing shall:

1. Reviews the received procurement regulations and incorporates them, if necessary, in the procurement process.

2. Reviews the federal list of debarred contractors (http://www.sam.gov/) prior to award of contract or any list as stipulated by grant regulations.

3. Documents the process and results in the procurement file.

Grant Procurement and Administration 2.2.3

POST AWARD GRANT ADMINISTRATION

PURPOSE

The purpose of this policy is to provide guidance of post award grant administration to department heads, program managers, Management Services / Finance staff and other department staff to ensure compliance with the awarding agencies' terms and conditions, as well as the policies and procedures of the City of Redlands.

POLICY

It is the policy of the City of Redlands to adhere to all established requirements for grand administration.

GRANT ACCEPTANCE

Upon receipt of the grant award from the awarding agency, the department head or program manager must prepare a Request for Council Action (RCA) for the acceptance of the grant. If the grant has a required match, the department head or program manager must clearly indicate in the RCA the source of funding for the match. The department head must also compare the department's budget to the grant budget to determine if additional appropriation is necessary. If additional appropriation is required, the department head must complete a Request for Additional Appropriation form and obtain the recommendation/signature of the finance director or the assistant finance director and the city manager. Once all signatures have been obtained, the department head will attach the completed form to the RCA and place the item to the City Council agenda.

The City Council will accept or reject the grant through a City Council meeting. Once approved by the City Council, the department head will forward the following documentation to Finance Division:

- Copy of the approved RCA
- Original Request for Additional Appropriation, if applicable, duly signed by the department head, finance director or assistant finance director and city manager, and noted & stamped by the city clerk
- Copy of the grant award

NEW GRANT ACCOUNT SETUP

Upon obtaining a copy of the approved RCA, grant award and the original Request for Additional Appropriation form, the Finance Division will assign a unique job ledger code and the corresponding orgkey for the grant and will notify the department head of the account code via e-mail. This will allow the City to track the revenues and expenditures for each grant separately. The Finance Division will also enter the requested additional budget appropriation items in the accounting software.

The department head or program manager should notify the Finance Division in the event of:

- Any type of modification to the original terms and conditions (i.e. change in scope of work, performance period, etc.)
- Budget amendments

Grant Procurement and Administration 2.2.3

- There is a notification that the grant will be terminated

GRANT MASTER FILE AND FISCAL FILE

The program manager is required to maintain a grant master file in order to document all major actions from the grant award through closeout. The master file should include the following documents:

- Grant Application: Funding opportunity announcement and the original grant application that was submitted to the awarding agency.
- Grant Award Documents: Grant award, terms and conditions, assurances, award modifications, and approved RCA for the acceptance of the award. Also include subrecipient agreement if portion of the award was transferred to a subrecipient.
- Financial Documents: Approved budget and budget amendments.
- Grant Reports: Periodic and Final Financial and/or Performance reports including any communications regarding these reports.
- Grant Reimbursement/Payment Requests: Reimbursement/Payment Request form, supporting documents including copy of invoices, copy of transmittal letter, copy of check payment or EFT notification and copy of Deposit Transmittal Form (DTF).
- General Communications: Internal or external communications pertaining to the grant.

To assist in administering the grant, the Finance Division should also maintain a fiscal file. The fiscal file contains all documentation related to the financial history of the grant. To ensure the creation of the fiscal file, the program manager should provide the following documents to Finance Division:

- Executed copy of the grant Award and approved RCA
- Terms & Conditions
- Award modifications
- Approved grant budget
- Budget modifications
- Financial Reports
- Reimbursement/Payment Requests and supporting documentation

Grant files must be retained in accordance with the City of Redland's file retention policy or, for federal awards, the retention requirements for records per 2 CFR 200-333 whichever is more restrictive.

GRANT MONITORING

The program manager is responsible for the continuous monitoring of the grant's financial status, timelines, objectives, reporting requirements, and compliance with all applicable federal, state, and/or local regulations. The program manager must also ensure that grant expenditures are allowable, necessary, reasonable, allocable, and incurred within the grant's period of performance.

To assist the program manager in monitoring the financial status of the grant, Finance Division will provide a grant recap/report to the program manager once a month. This report will include information, such as money already expended, remaining funding, budget to actual analysis, payments already received, grant

receivable or advance payment balance and, if applicable, matching funds already provided. The program manager must review the grant recap and notify the Finance Division promptly of any discrepancies noted.

GRANT PAYMENT/REIMBURSEMENT

The program manager must only expend funds as laid out in the scope of work/grant budget and within the specified time period allowed by the grant. All supporting documentation (i.e. invoices and related backup, contracts, etc.) must be reviewed to ensure only allowable expenditures are charged to the grant. The program manager must obtain an updated grant recap and a JL Summary report from Finance Division for the expenditure period covered by the payment request so he or she can verify the accuracy of amount being claimed before submission to the awarding agency. The program manager must see to it that reimbursement requests are prepared and submitted in accordance with the award terms and conditions. Any payments received in advance must be used within the specified time period.

Once the payment request has been submitted, the program manager should forward a copy of the reimbursement request and any supporting documentation to Finance Division. The program manager must also complete and provide a Deposit Transmittal Form to the Revenue Division to ensure grant revenues are promptly identified and posted to the correct account code. Once payment is received, the Revenue Division will provide a copy of the processed Deposit Transmittal Form to the program manager and the Finance Division.

GRANT REPORTING

When preparing the required financial report, or the SF425 report for federal grants, the program manager must obtain a JL summary report for the period covered by the report from Finance Division to ensure accuracy of the financial data being reported. Once the financial report is prepared, it will be submitted to the department head or appropriate City management personnel for review to ensure the report is mathematically accurate and supporting documentation (i.e. JL summary report, etc.) agrees to the report. The department head or City management personnel will send the program manager an email indicating review and approval of the prepared financial report.

The program manager is responsible for complying with the due dates and other reporting requirements specified in the award terms and conditions. Once submitted, the program manager should forward a copy of the financial report to the Finance Division.

PROCUREMENT USING GRANT FUNDS

When submitting purchase requisitions with the intention of using grant funds, the department head or program manager must clearly indicate the source of funding for the procurement. The department head or program manager must also communicate to the purchasing agent or delegated staff the applicable procurement standards for the grant preferably via e-mail. The purchasing agent or delegated staff must review the grant procurement standards and incorporates them, if necessary, in the procurement process. If Federal funding is involved, the department head, program manager and purchasing agent must ensure the procurement standards outlined in 2 CFR 200-320 and the required suspension and debarment testing- 2 CFR 200-213 - for covered transactions are met. Covered transactions include procurement of

goods and services that equal or exceed $25,000, non-procurement transactions as defined in 2 CFR 180.970 and subcontracts/sub awards that equal or exceed $25,000. List of debarred or excluded vendors can be found in the System for Award Management web page and can be accessed at the following address: http://www.sam.gov. The purchasing agent or delegated staff must document the result of the sam.gov search in the procurement file and be made available to the department head, program manager, Finance Division and/or external auditors upon request.

In some cases, the City of Redlands' procurement standards may be more restrictive than the grant's procurement standards. For example, 2 CFR 200-320 allows the use of procurement by small purchase method when acquiring goods or services that do not cost more than the simplified acquisition threshold (currently at $150,000). In this method of procurement, informal solicitation of price or rate quotes from adequate number of sources is acceptable. However, the City of Redlands' procurement standards require a formal bid with minimum three quotes for purchases over $50,000. In such a circumstance, the purchasing agent or delegated staff must follow the City of Redlands' procurement standards because it is more restrictive.

CAPITAL ASSET MANAGEMENT

The program manager should notify the Finance Division of any capital assets acquired using grant funds so they can be properly identified in the capital asset schedule maintained by Finance staff. Such assets will be accounted and managed in accordance with the terms and conditions of the grant. Any equipment of real property funded by federal funds shall be accounted and managed in accordance with the federal requirements outlined in 2 CFR 200.310, 2 CFR 200-311, and 2 CFR 200.313. Please refer to the 2.2.2 Capital Asset Management Policy for more information.

GRANT FUNDED SALARIES AND WAGES

All payroll related costs charged to the grant must reflect actual time spent to the grant. The department head and program manager is responsible in ensuring that actual hours are charged to the grant appropriately.

If the position is 100% funded by a grant, the department head must indicate the account number with the applicable job ledger code in the employee's Personnel Action Form (PAF). The account number distribution is then entered by the Human Resources Department in the payroll system ensuring salary charges are coded to the appropriate grant. Usually, grant-funded positions are co-terminus with the grant. In the event of any change on the employee's employment status, the department head must promptly complete a PAF indicating the new account number with the applicable job ledger code and the start date for the status change.

Any City employee whose salary is paid in part by a grant must develop an activity log that will allow him/her to track actual time and effort performed for the grant. When completing the required bi-weekly timesheet, the employee must itemized time by activity; indicating the account number and the applicable job ledger code for each activity. The program manager will review/sign the timesheet ensuring the following: (1) total hours allocated to the grant is based on actual hours recorded in the employee's

Grant Procurement and Administration 2.2.3

activity log; and (2) the account numbers and job ledger codes being used are correct ensuring proper distribution of wages. Once reviewed, the program manager will forward the timesheet to the department head for approval/signature. Once approved by the department head, it will go to Finance Division to the attention of the payroll technician for processing.

GRANT CLOSEOUT

A grant is considered completed when all work funded by the grant is completed or the grant's period of performance ends. If work cannot be completed within the specified period of performance, the project manager is responsible of ensuring that a continuation or no-cost extension is requested in a timely manner.

Each grant has specific closeout procedures to which the City must adhere to. The closeout documentation and the due dates for submission of required final reports and final payment request are stated in the terms and conditions of the award. The program manager must see to it that all of the required work for the grant are completed, no further expenditures are incurred after the grant's period of performance and all invoices are paid and posted to the accounting software before finalizing the final financial report and the final payment request.

To ensure accuracy of the final financial report and final payment request, the program manager must obtain a final grant recap from the Finance Division and a JL summary report covering the grant's period of performance. These reports must be reviewed and reconciled. Once the final financial report and final payment request have been prepared, it will be submitted to the department head or appropriate City management personnel for review to ensure they are mathematically accurate and supporting documentation agrees to the final financial report/final payment request. The department head or City management personnel will send the program manager an email indicating review and approval of the prepared final financial report/final payment request.

The program manager is responsible for complying with the due dates specified in the award terms and conditions.

Grant Procurement and Administration 2.2.3

PROCUREMENT WITH FEDERAL GRANT POLICY

PURPOSE

The City of Redlands is a potential recipient of Federal Grant Funds and as such, is required to conform with Federal laws and standards identified in 2 CFR 200.318-326. Therefore, procurements in which Federal funds are contemplated or used must be conducted in accordance with Federal procurement requirements. This policy explains the City Procurement Policy with respect to Federally-funded procurements by providing a cross-reference between Federal procurement regulations, explains the applicable City procurement policy and how it conforms to Federal requirements.
CFR Reference: 2CFR 200.318(a)

PROCEDURES

City staff shall consult this policy when dealing with any procurements in which Federal funds are contemplated or used. This document will be updated as needed to reflect changes in Federal regulations. All procurements in which Federal funds are contemplated or used must be conducted in accordance with Federal procurement requirements. This policy explains the applicable City procurement policy and how it conforms to Federal requirements.

POLICY

GENERAL PROCUREMENT STANDARDS
CFR Reference: 2CFR 200.318

Goal
All purchasing functions are to be conducted with the highest ethical standard. Department Directors, division managers and employees must remain constantly aware of their responsibilities when spending public funds. The purchasing division will provide a purchasing process that implements and maintains the requirements of the City Municipal Code 2.16 and provide a centralized purchasing system to:

A. Establish a purchasing program providing for competitive bidding in the open market and obtaining the greatest possible advantage to the City.
B. Provide a cost effective purchasing process utilizing high ethical standards.
C. Obtain the appropriate quality of materials and services at the lowest ultimate cost and in a timely manner
D. Provide a system to purchase, using effective fiscal controls that ensure adherence to budget, expenditures and encumbrances. Obtain appropriate levels of approval as established herein.
E. Award purchases to the lowest responsive and most responsible vendors meeting specifications and city requirements.

Grant Procurement and Administration 2.2.3

F. Promote and maintain good relationship with vendors. City staff shall deal in a professional manner and promote equal opportunity, fairness and courtesy in all vendor relations.

Staff Responsibilities

It is the responsibility of all City of Redlands staff assigned to purchase materials, equipment, supplies and services for all City functions to follow the established Procurement Process. These purchasing activities shall be conducted in the most economical and efficient manner.

Responsibilities of the Purchasing Agent/Delegated Staff

Pursuant to the City Municipal Code the Purchasing Agent is responsible for administration of purchases for all City departments. The City Municipal Code provides for the delegation of some or all of the purchasing responsibilities to the Department Director and to his/her designee. With the promulgation of this provision, Department Directors are responsible for ensuring their department purchases are made in accordance with the Purchasing Guidelines. The Purchasing Agent is responsible for oversight of the Purchasing office and to ensure adherence to the rules and regulations of the City Municipal Code 2.16. The Purchasing Agent will provide assistance to Department Directors/designees to comply with the requirements of the purchasing.

The Department Director may delegate the authority of procurement to staff member(s) within his/hers department and division. The designated staff carries the full responsibility for the purchasing processes designated to them.

Code of Ethics

A. Regard public service as a sacred trust, giving primary consideration to the interests of the City.
B. Purchase the best value obtainable, securing the maximum benefit for each tax dollar expended.
C. Allow for full and open competition and not participate in uniform bidding.
D. Know and respect their obligations to the public, private sector and using agencies.
E. Accord vendor representatives courteous treatment remembering that they are important sources of information and assistance in buying decisions.
F. Avoid all appearances of unethical or compromising acts during interaction with vendors.
G. Ensure that any and all vendors have the opportunity to participate in the bidding procedure.
H. Strive constantly for greater knowledge of purchasing methods and of the goods and services to be procured.
I. Conduct one-self with fairness and dignity, and demand honesty in buying and selling.
J. Remember that their conduct reflects on the City.

Conflict of Interest

No officer or employee of the City having any supervisory authority to purchase any specific goods, services or construction for the City shall engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a

Grant Procurement and Administration 2.2.3

contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of 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 other interest in or a tangible personal benefit from a firm considered for a contract.

Gratuities

The Purchasing Agent and all other officers and employees of the City are prohibited from accepting directly or indirectly from any person to whom any purchase order or contract is, or might be, awarded, any rebate, kickback, gift, money or other unlawful consideration. The offer of such gratuity to an official or employee by any supplier or contractor shall be cause for declaring such individual to be an irresponsible bidder and for preventing such supplier or contractor from bidding

Pre-Solicitation

1. The Purchasing Agent and all other officers and employees of the City procuring with Federal Funds must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical purchase.
CFR Reference: 2CFR 200.318(d)

2. Where advantageous for the City, when competitively bid and awarded and to foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the City is encouraging staff to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services as per Redlands Municipal Code 2.16.210
CFR Reference: 2CFR 200.318(e)

3. The City is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
CFR Reference: 2CFR 200.318(g)

Post-Solicitation

1. The City must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.
CFR Reference: 2CFR 200.318(h)

2. The City must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Grant Procurement and Administration 2.2.3

CFR Reference: 2CFR 200.318(i)

3. The City may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:
(i) The actual cost of materials; and
(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

In addition, since time-and-material type contract generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, City staff must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls
CFR Reference: 2CFR 200.318(j)

4. The City alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of City staff unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.
CFR Reference: 2CFR 200.318(k)

COMPETITION
CFR Reference: 2CFR 200.319

1. All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(a) Placing unreasonable requirements on firms in order for them to qualify to do business;
(b) Requiring unnecessary experience and excessive bonding;
(c) Noncompetitive pricing practices between firms or between affiliated companies;
(d) Noncompetitive contracts to consultants that are on retainer contracts;
(e) Organizational conflicts of interest;

Grant Procurement and Administration 2.2.3

(f) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
(g) Any arbitrary action in the procurement process.

2. City staff must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

3. City staff must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(a) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(b) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

4. City Staff must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, staff must not preclude potential bidders from qualifying during the solicitation period.

Grant Procurement and Administration 2.2.3

METHODS OF PROCUREMENT TO BE FOLLOWED

CFR Reference: 2CFR 200.320

City staff must use one of the following methods of procurement.

(a) Procurement by **micro-purchases**. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed **$3,000** (as currently defined in CFR Reference: 2 CFD 200.67 or $2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold to the extent practicable, City staff must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if City staff considers the price to be reasonable.

(b) Procurement by **small purchase** procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold of **$150,000** (as currently defined in CFR Reference: 2 CFD 200.88). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (**formal procurement**). is the acquisition of supplies or services, the aggregate dollar amount of which **exceed $150,000** Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
(v) Any or all bids may be rejected if there is a sound documented reason.

(d) **Procurement by competitive proposals (RFP).** The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
(2) Proposals must be solicited from an adequate number of qualified sources;
(3) City staff must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
(5) City staff may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved by Code of Federal Regulations]

Grant Procurement and Administration 2.2.3

(f) **Procurement by noncompetitive proposals (Sole/Single Source)**. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from City staff; or

(4) After solicitation of a number of sources, competition is determined inadequate.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

CFR Reference: 2CFR 200.321

(a) City staff must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

PROCUREMENT OF RECOVERED MATERIALS.

CFR Reference: 2CFR 200.322

Contracts must contain a clause stating contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section

6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

CONTRACT COST AND PRICE

CFR Reference: 2CFR 200.323

(a) City staff must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, City staff must make independent estimates before receiving bids or proposals.

(b) City staff must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for City staff under Subpart E—Cost Principles of this part. City staff may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

FEDERAL AWARDING AGENCY OR PASS-THROUGH ENTITY REVIEW.

CFR Reference: 2CFR 200.324

(a) City staff must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is

the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if City staff desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) City staff must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) City staff's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) City staff is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) City staff may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) City staff may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from City staff that it is complying with these standards. City staff must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

Grant Procurement and Administration 2.2.3

BONDING REQUIREMENTS.

CFR Reference: 2CFR 200.325

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold ($150,000 as currently defined in CFR Reference: 2 CFD 200.88), the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of City staff provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
(To be submitted with the bidding documents)

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
(To be submitted at time of contract award)

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
(To be submitted at time of contract award)

CONTRACT PROVISIONS.

CFR Reference: 2CFR 200.326

City staff's contracts must contain the applicable provisions described in Appendix II to Part 200— Contract Provisions for non-Federal Entity Contracts under Federal Awards.

City Council Meeting **I. 3.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8507 annual purchase order requests with various vendors; an intergovernmental piggyback cooperative purchase order with Napa Auto Parts; and the award of contract to Siteone Landscape Supply for irrigation supplies and materials for the Facilities and Community Services Department; and determination that they are 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 to determine that adoption of Resolution No. 8507 approving annual purchase order requests with various vendors; an intergovernmental piggyback cooperative purchase order with Napa Auto Parts; and the award of contract to Siteone Landscape Supply for irrigation supplies and materials for the Facilities and Community Services Department is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to adopt Resolution No. 8507.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8507 approving sole/single source annual purchase order requests with various vendors; an intergovernmental piggyback cooperative purchase order with Napa Auto Parts; and the award of contract to Siteone Landscape Supply for irrigation supplies and materials.

Staff further recommends that the City Council determine that the approval of the

purchase orders and award of the contract with Siteone Landscape Supply are exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act.

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 following:

1. Various sole/single source purchases for which no bids were obtained. In accordance with the City's purchasing policy, these purchases require City Council approval if in excess of $30,000. Requests for sole/single source purchase orders are reflected in Exhibit "A" of the Resolution for a variety of original equipment manufacturer (OEM) replacement vehicle parts, services needed to dispose of bulky solid waste items, services needed to operate and maintain the City's fleet, including the LCNG fuel station and shelter services needed to support Homeless Solutions Division.

2. An intergovernmental/piggyback (cooperative) purchase order. In accordance with the City's purchasing policy, these purchases require Council approval in excess of $50,000. The request for a cooperative purchase order is reflected in Exhibit "B" of the Resolution for the supply of as-needed automotive repair parts.

3. An annual purchase order for irrigation supplies and parts. In preparation for obtaining an annual purchase order for Fiscal Year 2023-24, staff advertised requests for bids. On April 17, 2023, the City Clerk received and opened two bids. Staff evaluated the bids for verification of the total price as shown in the table below. Imperial Sprinkler Supply was the apparent low bidder, but did not meet bidding requirements for proximity to the corporate yard. 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 $68,087.00 for a period of one year.

Vendor Name	Bid Amount
Imperial Sprinkler Supply, Anaheim, CA	$66,625.79
Siteone Landscape Supply, San Bernardino, CA	$68,087.00

The proposed projects are exempt from further environmental review pursuant to Section 15301 of the California Environmental Quality Act guidelines. This section includes the operation, repair, and maintenance of existing facilities where there is no expansion of use. The proposed agreements are consistent with this exemption as they involve the purchase of goods and services that will

be used to maintain existing facilities and will not expand the use of those facilities.

ALTERNATIVES:

City Council may choose to reject the requests and provide further direction to staff.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
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 2023-24

Account No.: Various

Discussion:

Funding for these annual purchase orders and award of contract is included in the Homeless Services, Building Maintenance, Cemetery, Equipment Maintenance, and Solid Waste Operating Budgets for FY 2023-24 as approved by City Council.

Attachments

A. Resolution No. 8507
B. Sole Source Request Forms
C. Cooperative Purchasing Request Form
D. City Clerk Bid Report

RESOLUTION NO. 8507

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING ANNUAL PURCHASE ORDERS FOR THE CITY'S FACILITIES AND COMMUNITY SERVICES DEPARTMENT FOR FISCAL YEAR 2023-24

WHEREAS, the Facilities and Community Services Department regularly purchases a variety of supplies and services from to support City operations pursuant to bids for products and services in accordance with the Redlands Municipal Code; and

WHEREAS, for fiscal year 2023-24, to support City operations and in accordance with the City's purchasing policy, the following single/sole source purchase order requests, cooperative purchase orders, annual purchase orders have been prepared for the City Council's consideration and are attached hereto as Exhibits "A," and "B" respectively.

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

Section1. The City Council hereby approves the single/sole source purchase order requests for Fiscal Year 2023-24 with Amrep; Clean Energy Cryogenics, a subsidiary of Clean Energy; Quaid Harley-Davidson; Ray Gaskin Service Inc.; Rush Truck Centers c/o Interstate Billing Services; San Bernardino County Landfill; Salvation Army; and SB Express Super 8 Motels

Section 2. The City Council hereby approves the intergovernmental/piggyback (cooperative) purchase order with NAPA Auto Parts for the supply of as-needed auto parts in an amount not to exceed $121,000.

Section 3. The City Council hereby approves an annual purchase order with Siteone Landscape Supply in an amount not to exceed $68,087.00.

Section 4. The City Council hereby determines that the approval of the nine (9) single/sole source purchase orders, one (1) cooperative purchase order, and one (1) annual purchase order described in this resolution are exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act.

ADOPTED, SIGNED AND APPROVED this 25th day of July, 2023.

_____
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 25th day of July, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Exhibit "A"

Single/Sole Source Purchase Orders

Staff is requesting approval for the annual purchase orders for the following single/sole source vendors for the not-to exceed amounts as described below.

Original Equipment Manufacturer (OEM) New Way Parts

Vendor	Purchase Order Request
Amrep	$100,000

Staff is requesting a single source annual purchase order with Amrep. The only manufacturing source and provider of original Amrep bodies and parts are specific to Solid Waste trucks within the City's fleet; Original Equipment Manufacturer (OEM) parts have unique design features that cannot be replaced by non-OEM parts. Use of alternate parts would void manufacturer warranty. Amrep Inc., is an approved manufacturer; their location is in Ontario, CA, 28 miles from the corporate yard.

Fuel Island Maintenance Service and Parts

Vendor	Purchase Order Request
Clean Energy Cryogenics, a subsidiary of Clean Energy	$90,000

Staff is requesting a single source annual purchase order with Clean Energy Cryogenics, a subsidiary of Clean Energy to fulfill all scheduled maintenance to include general up-keep and emergency maintenance as needed. Clean Energy Cryogenics will also replace any inoperable pumps, including parts and supplies. Clean Energy Cryogenics is the primary source for technicians, equipment, and supplies to provide services to the City's LNG station. While there are other companies that provide maintenance and repair services, these other companies cannot offer technicians who are experienced with the specific equipment that was installed by Northstar Inc., in 2013. Using another source would cause significant delays in repairs and substantially higher rates for technicians and higher cost for parts, resulting in extended downtime of the fuel system, and a potential reduction in LCNG sales.

Original Equipment Manufacturer (OEM) Quaid Harley-Davidson

Vendor	Purchase Order Request
Quaid Harley-Davidson	$30,000

Staff is requesting a single source annual purchase order with Quaid Harley-Davidson. The only manufacturing source and provider of original Harley-Davidson bodies and parts are specific to Police Department motorcycles within the City's fleet; Original Equipment Manufacturer (OEM) parts have unique design features that cannot be replaced by non-OEM parts. Use of alternate parts would void manufacturer warranty. Quaid Harley-Davidson is an approved manufacturer; their location is in Loma Linda, CA, 4 miles from the corporate yard.

Original Equipment Manufacturer (OEM) New Way Parts

Vendor	Purchase Order Request
Ray Gaskin Service Inc.	$200,000

Staff is requesting a single source annual purchase order with Ray Gaskin Service Inc. The requested parts are specific to New Way make trucks within the City's fleet; Original Equipment Manufacturer (OEM) parts have unique design features that cannot be replaced by non-OEM parts. Use of alternate parts would void manufacturer warranty. Ray Gaskin Service Inc., is an approved seller and distributor of New Way OEM parts; their location is in Fontana, CA, 17 miles from the corporate yard. The next closest vendor is Ruckstell California Sales Co in Fresno, CA, 279 miles from the corporate yard.

Original Equipment Manufacturer (OEM) Peterbilt Parts

Vendor	Purchase Order Request
Rush Truck Centers c/o Interstate Billing Services	$60,000

Staff is requesting a single source annual purchase order with Rush Truck Centers c/o Interstate Billing Services. The requested parts are specific to Peterbilt make trucks within the City's fleet; Original Equipment Manufacturer (OEM) parts have unique design features that cannot be replaced by non-OEM parts. Use of alternate parts would void manufacturer warranty. Rush Truck Centers is an approved seller and distributor of Peterbilt OEM parts; their location is in Fontana, CA, 17 miles from the corporate yard. The next closet vendor is Golden State Peterbilt in Bakersfield, CA, 177 miles from the corporate yard.

Collection of Bulky Solid Waste Items

Vendor	Purchase Order Request
San Bernardino County	$120,000

Staff is requesting a single source annual purchase order with the San Bernardino County San Timoteo Canyon Landfill for the disposal of bulky solid waste items. San Timoteo Canyon Landfill is the only landfill within the vicinity licensed to accept bulky items. Bulky items consist of items that have a poor compaction rate such as mattresses, palm fronds, and appliances. By hauling these materials to the San Timoteo Canyon Landfill, the amount entering the City-owned California Street Landfill is minimized, lessoning the impact for the usage of available airspace and adding valuable lifespan to the City's landfill. The requested amount of $120,000 is based on historical expenditures.

Single/Sole Source Agreements and Purchase Orders for the City's Emergency Shelter Program

Vendor	Purchase Order Request
Salvation Army	$46,720

Staff is requesting a single source annual purchase order with the Salvation Army Redlands for the provision of emergency shelter services. Salvation Army provides women's emergency shelter with year around beds. Salvation Army shelter is the only female shelter in the local area with case management services and secure facility. Funding for this service is covered by federal, state and local grants.

Vendor	Purchase Order Request
SB Express – Super 8 Motel	$40,000

Staff is requesting a single source annual purchase order with the Super 8 Motel Redlands for the provision of emergency shelter services. Super 8 provides emergency motel rooms for homeless individuals and families ranging from 1 to 7 nights. Super 8 SB Express offers case management services, accepts pets, and offers a small food pantry for homeless clients from various programs.

Exhibit "B"

Cooperative Purchase Orders

Staff followed the City's procurement policies in regard to an existing cooperative contract agreement for Public Utility Equipment/Services with Sourcewell. By utilizing the Sourcewell cooperative purchasing, the City can benefit from previously posted bid packages that have been competitively bid and awarded in conformance with the City's procurement policies. Agencies can review bid results from more than 50,000 government, education, and nonprofit organizations and draw from the terms and pricing for like units and vehicles.

Supply of As-needed Auto Parts

Vendor	Purchase Order Request
Napa Auto Parts	$121,000

Staff is recommending that the City Council approve the Sourcewell cooperative purchase order with Napa Auto Parts through the Sourcewell Contract Number 032521-GPC for the supply of as-needed auto parts. The requested annual purchase order in the amount of $121,000 is based on historical expenditures.

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: 6/20/23

TO: Purchasing Division

FROM: Equipment Maintenance

Purchase Requisition # _____

Estimated Total Cost: $ 100,000

Proposed Vendor: Amrep

Request Term: 07/01/2023-06/30/2024

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: N/A

Manufacturer/Model Number: N/A

Age: N/A

Current Estimated Value: N/A

☒ 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:

Attached- Proprietary manufacturer letter

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.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

SOLID WASTE HAS BEEN PURCHASING TRUCKS MANUFACTURED BY AMREP. ALL PURCHASED TRUCKS HAVE WARRANTY COVERAGES FOR THE CHASSIS/BODY. IF AMREP WAS NO LONGER AVAILABLE THE CITY WOULD HAVE TO PAY OUT OF POCKET FOR REPAIRS/PARTS WHICH WOULD VOID WARRANTY

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

TRICIA SWOPE 5/15/23
Prepared by Date

5/15/23
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

City of Redlands
1270 W. Park Ave., Bldg E
City of Redlands, CA 92373

May 15, 2023

Re: City of Redlands Request for "Sole Source" Verification Letter.

Dear: Tricia Swope

Amrep is a manufacturer of refuse equipment, with its factory located here in Ontario, California. The letter is to confirm that we are the only manufacturing source and
provider of original Amrep Bodies and Amrep Body Parts.

Thank you for your business in the past and continued support.

Robert Strange

Rob Strange
National Sales Director
O: 909-923-0430 ext. 105
M: 909-215-2259
rstrange@amrepinc.com

1555 S Cucamonga Ave.,
Ontario, CA 91761
www.amrepinc.com

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: 6/20/23

TO: Purchasing Division

FROM: Equipment Maintenance

Purchase Requisition # _____

Estimated Total Cost: $ 90,000

Proposed Vendor: Clean Energy

Request Term: 07/01/23-06/30/24

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: LNG Station

Manufacturer/Model Number: Northstar Inc.

Age: 20 Years

Current Estimated Value: N/A

☒ 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:

B) Proprietary letters and fuel station repair parts
F) Response #5

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.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

Northstar Inc., a subsidiary of Clean Energy is the primary source for technicians, equipment and supplies to provide services to the City's LNG station. While there are other companies cannot offer technicians who are experienced with the specific equipment that was installed by Northstar Inc., in 2003; using another company would cause delays in repairs and substantially higher rates for technicians and higher costs for parts.

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

TRICIA SWOPE 5/15/23

Prepared by Date

Department Director 5/15/23

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

4675 MacArthur Court Suite 800
Newport Beach, CA 92660 USA
Phone: (949) 315-9959
www.cleanenergyfuels.com

Clean Energy℠
North America's leader in clean transportation

April 5, 2021

Mr. Aaron Jenkins
Fleet Services Coordinator
City of Redlands
1270 West Park Ave
Redlands, California 92373

Dear Mr. Jenkins:

Clean Energy, through its subsidiary, Clean Energy Cryogenics, originally constructed the City of Redland's ("City") Liquefied Compressed Natural Gas ("LCNG") fueling facility in 2003. We have since provided several significant upgrades and supplied equipment and parts.

The City's LCNG fueling facility was constructed with proprietary equipment including Cryogenics' Station Operating Software, which controls the operations of the entire station. No other company will have the same ability to supply parts and service the City's LCNG station.

Per your request, we have supplied a spare parts list with pricing for the major components of the City's station. If you have any questions, please feel free to contact me at john.hodgkinson@cleanenergyfuels.com or (949) 315-9959.

Sincerely,

John W. Hodgkinson

John Hodgkinson
Business Development Manager

4675 MacArthur Court Suite 800
Newport Beach, CA 92660 USA
Phone: 949-315-9959
www.cleanenergyfuels.com

Clean Energy℠
North America's leader in clean transportation

April 5, 2021

Mr. Aaron Jenkins
Fleet Services Coordinator
City of Redlands
1270 West Park Ave
Redlands, California 92373

Dear Mr. Jenkins:

Clean Energy, through its subsidiary, Clean Energy Cryogenics, has been providing maintenance repair services on the City of Redland's ("City") Liquefied Compressed Natural Gas ("LCNG") fueling facility since the completion of the station in 2003. As you know, this sound business partnership has been the result of Clean Energy's unparalleled LCNG experience and knowledge of the City's fueling facility.

The City's LCNG fueling facility was constructed with proprietary equipment including Cryogenics' Station Operating Software, which controls the operations of the entire station. Clean Energy's unique ability to service the station was demonstrated several years back when a competitor was selected to complete station repairs but was unable to restore fueling operations.

Clean Energy recommends quarterly site inspections and routine maintenance to ensure all LCNG fueling equipment is operating properly. The quarterly site visit fee is $4,317.07. Callouts for corrective services will be billed at R&M Rates of $105 from 8am-5pm M-F and $160 from 5pm-8am M-F, Weekends & Holidays.

Clean Energy looks forward to continuing to service the City's station. Thank you in advance for your consideration.

Sincerely,

John W. Hodgkinson

John Hodgkinson
Business Development Manager

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: 6/20/23

TO: Purchasing Division

FROM: Equipment Maintenance

Purchase Requisition # _____

Estimated Total Cost: $ 30,000

Proposed Vendor: QUAID HARLEY-DAVIDSON

Request Term: 07/01/2022-06/30/2023

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: N/A

Manufacturer/Model Number: N/A

Age: N/A

Current Estimated Value: N/A

☒ 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:

ATTACHED- PROPRIETARY LETTER

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.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

City staff would bid out for alternative authorized repair dealers

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

TRICIA SWOPE 5/15/23
Prepared by Date

5/15/23
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

QUAID
HARLEY-DAVIDSON and Buell
#1 Choice of Roadwarriors

25160 REDLANDS BLVD., LOMA LINDA, CA 92354
909/796-8399 • Fax 909/796-8609 • www.quaid.net

April 20, 2021

City of Redlands

RE: 2021 Renewal – Sole Source for Harley-Davidson Motorcycles, Parts, Accessories and Service

To Whom It May Concern:

This letter is to confirm that Quaid Harley-Davidson is the sole provider of Harley-Davidson motorcycles, genuine parts & accessories and authorized service in the *Dealer Assigned Territory* (DAT), as assigned by Harley-Davidson Motor Company (HDMC), that includes the City of Redlands.

Any newly purchased Harley-Davidson motorcycles, such as those recently purchased by the City of Redlands, come with a 2-year warranty and any warranty work must be completed at a Harley-Davidson dealership. All of our motorcycle mechanics are Certified Harley-Davidson Technicians and complete any service work, warranty or otherwise, to the specifications of HDMC using genuine Harley-Davidson parts.

If you have any questions, please feel free to contact me, our sales manager Zach Rheaume or our service manager Anthony Gonzalez. Thank you for your past business; we look forward to a continued relationship in the future.

Sincerely,

Jayme Davis
Business Manager

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: 6/20/23

TO: Purchasing Division

FROM: Equipment Maintenance

Purchase Requisition # _____

Estimated Total Cost: $ 200,000

Proposed Vendor: Ray Gaskin Service

Request Term: 07/01/2023-06/30/2024

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: N/A

Manufacturer/Model Number: N/A

Age: N/A

Current Estimated Value: N/A

■ 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:

b) Proprietary Letters
f) Response #5
h) Authorized dealers for New Way

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.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

   THERE ARE TWO AUTHORZIED DEALERS IN CA; RAY GASKIN AND RUCKSTELL CALIFORNIA SALES, HOWEVER, RUCKSTELL IS LOCATED IN FRESNO. IF RAY GASKIN IS NOT AVAILABLE THE CITY WOULD HAVE TO TOW UNITS ALL THE WAY TO FRESNO FOR REPAIRS AND/OR PAY EXTRA FEES TO HAVE PARTS SHIPPED. THIS WILL CREATE HIGHER EXPENDITURES WITHIN THE FLEETS BUDGET AND SOLID WASTE WONT BE ABLE TO PROVIDE SERVICES TO CITY RESIDENTS

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

TRICIA SWOPE — 5/15/23
Prepared by — Date

5/15/23
Department Director — Date

Purchasing Approvals

Purchasing Agent Approval — Date

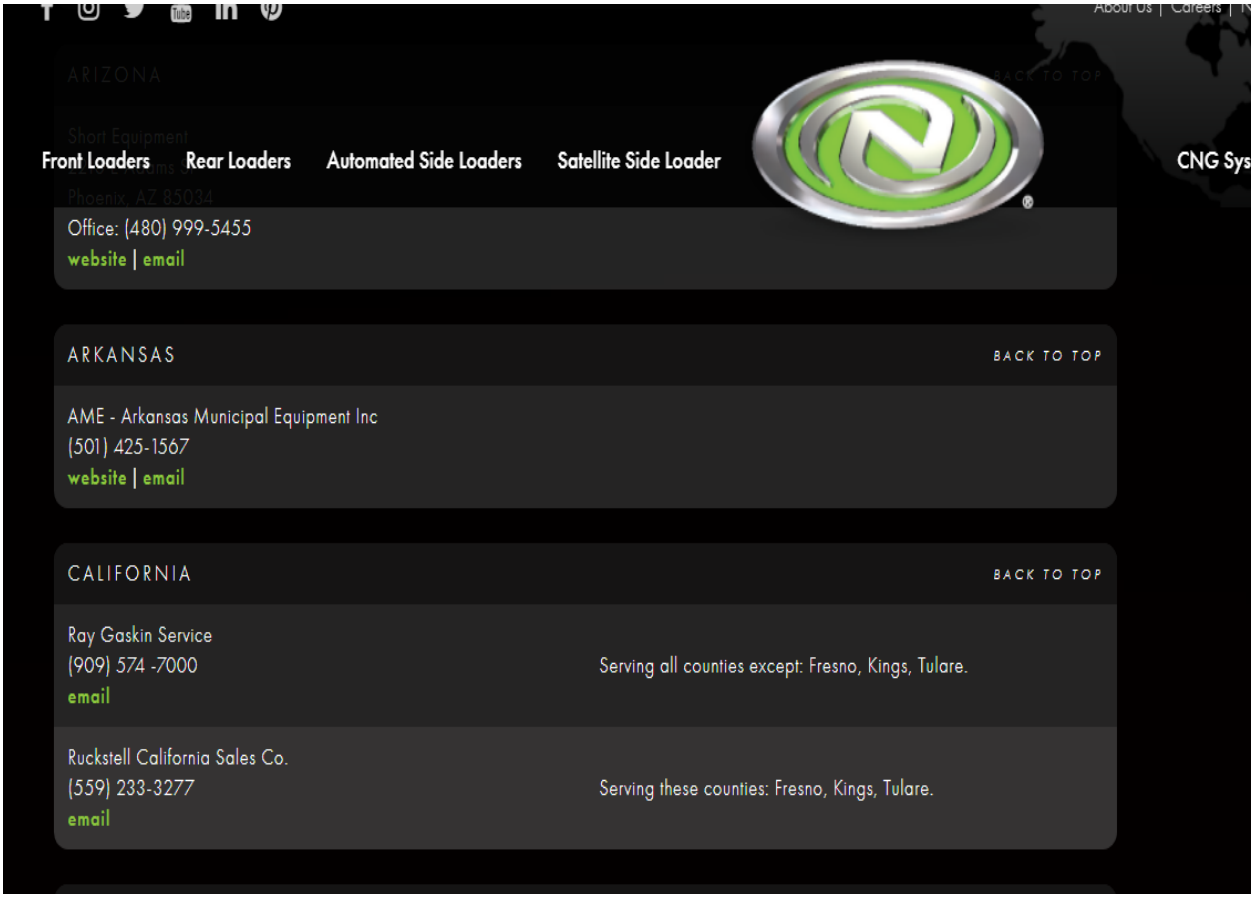
City Manager Approval — Date

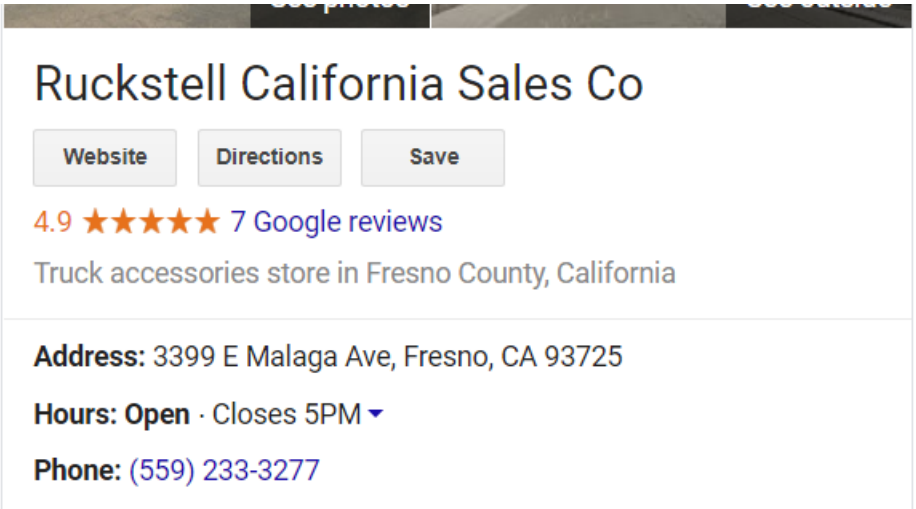
Rev 1.31.19

Authorized Dealers in California for New Way:

Ray Gaskin Service (FONTANA, CA)

Ruckstell California Sales Co (FRESNO, CA)





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: 6/20/23

TO: Purchasing Division

FROM: Equipment Maintenance

Purchase Requisition # _____

Estimated Total Cost: $ 60,000

Proposed Vendor: Rush Truck Center

Request Term: 07/01/23-06/30/24

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: See Attached Spreadsheet

Manufacturer/Model Number: N/A

Age: N/A

Current Estimated Value: N/A

☒ 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:

A) REQUESTED PARTS ARE SPECIFIC TO PETERBILT MAKE TRUCKS WITHIN FLEET; OEM. USE OF ALTERNATE PARTS WOULD VOID WARRANTY
B) OEM PARTS HAVE A UNIQUE DESIGN
H) RUSH TRUCK AN APPROVED SELLER AND DISTRUBITOR OF PETERBILT OEM PARTS; LOCATED IN FONTANA, CA 17 MILES FROM CITY YARD

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.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

Staff would bid out for next available authorized vendor

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

TRICIA SWOPE 5/15/23
Prepared by Date

Department Director 5/15/23
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

Rush Truck Centers of California, Inc. dba Rush Truck Center, Fontana | 14490 Slover Ave. | Fontana, CA 92337 | (909) 574-1600

May 15, 2023

Tricia Swope
City of Redlands
Fleet Services Coordinator
1270 W. Park Ave.
Redlands CA 92373

RE: Sole Authorized Peterbilt Dealer

Tricia Swope

This letter confirms that Rush Truck Centers of California, Inc. is the sole, authorized Peterbilt dealer for Peterbilt vehicles, OEM parts and warranty service with locations in the greater Los Angeles metropolitan area.

Should you have any questions or wish to discuss this matter further, please don't hesitate to contact me at (909) 574-1608.

Sincerely,

Hal Meriwether
Regional General Manager
Rush Truck Centers of California, Inc.

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
14490 SLOVER AVE.
FONTANA CA US 92337-7146
800-359-1639

*** www.rushtruckcenters.com ***

QUOTE DATE
05/15/2023 07:38:43 PM
INVOICE NUMBER
CUSTOMER NO. BRANCH
109913 1201
PAGE:1 OF 3

PARTS QUOTE

SOLD TO:
CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162

CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162

Picked Up By Customer

ANY WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION OF THE SALE OF SAID PRODUCTS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL. NO RETURNS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE. ALL SUMS OWING BY THE CUSTOMER ARE DUE AND PAYABLE AT THE STREET ADDRESS SET FORTH ABOVE. I REPRESENT THAT I AM THE CUSTOMER OR AM ACTING AS A DULY AUTHORIZED AGENT OF AND HAVE AUTHORITY TO BIND THE CUSTOMER. CUSTOMER PROMISES TO PAY THE AMOUNT SHOWN HEREON, TOGETHER WITH OTHER CHARGES DUE, IF ANY, IN ACCORDANCE WITH THE CUSTOMER'S CHARGE AGREEMENT WITH YOU.

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR
22200094	39727078	909-798-7525	6281/14537

SO ITEM#	SALES QTY	PART NUMBER	DESCRIPTION	CORE	SPCL ORD/ BACKORD	UNIT RATE	UOM	EXTENSION	BIN LOC
10	1	R21-6010:PB	REGULATOR-WINDOW ELEC CABLE LH	NS	845.00	EA		845.00	
20	1	4384259:CE	SENSOR TEMPERATURE	NS	275.48	EA		275.48	
30	1	16-074181P2PS61L65:PB	SWITCH-POWER WINDOW DRVR	NS	98.90	EA		98.90	
40	1	3807X:AWE	BRAKE DRUM - 16.50 X 8.62 - 10 1.00 HOLE	NS	295.00	EA		295.00	
50	1	01-47344M002R:PB	BRACKET-SHACKLE STL	NS	585.00	EA		585.00	
60	1	340601MM1:PB	MIRROR-MOTORIZED/HEATED	NS	760.00	EA		760.00	
70	1	SR2000078:PB	COIL-EVAPORATOR	NS	550.00	EA		550.00	
80	1	01-G600-78:GRE	FRONT TURN LP/BRK/PIGTAIL	NS	81.90	EA		81.90	
90	1	GW187-1:PB	FITTING-NOZZLE ASSY	NS	74.90	EA		74.90	
100	1	16-10057-2100:PB	HARNESS-ECU POWER	NS	155.00	EA		155.00	
110	1	P92-8609-111:PB	HARNESS-CAB ALLISON 3000/4000	NS	2860.00	EA		2860.00	
120	1	12129691:AT	SENSOR-TEMPERATURE	NS	35.90	EA		35.90	
130	1	89996B:MW1	16.5 X 7 DRUM BAL	NS	175.99	EA		175.99	
140	1	BC15751:DY	BATT ASSY 4/0 DB 3500 MM POS	NS	315.00	EA		315.00	
150	1	088349-01:PB	DRYER-RECEIVER	NS	39.12	EA		39.12	

Customer or Customer's Agent X _____

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH. ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH.

TERMS
PARTS QUOTE

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
14490 SLOVER AVE.
FONTANA CA US 92337-7146
800-359-1639

*** www.rushtruckcenters.com ***

QUOTE DATE	
05/15/2023 07:38:43 PM	
INVOICE NUMBER	
CUSTOMER NO.	BRANCH
109913	1201
PAGE: 2 of 3	

PARTS QUOTE

SOLD TO:
CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162

CITY OF REDLANDS
1270 W PARK AVE
REDLANDS CA 92373-8162

Picked Up By Customer

ANY WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION OF THE SALE OF SAID PRODUCTS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL. NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE. ALL SUMS OWING BY THE CUSTOMER ARE DUE AND PAYABLE AT THE STREET ADDRESS SET FORTH ABOVE. I REPRESENT THAT I AM THE CUSTOMER OR AM ACTING AS A DULY AUTHORIZED AGENT OF AND HAVE AUTHORITY TO BIND THE CUSTOMER. CUSTOMER PROMISES TO PAY THE AMOUNT SHOWN HEREON, TOGETHER WITH OTHER CHARGES DUE, IF ANY, IN ACCORDANCE WITH THE CUSTOMER'S CHARGE AGREEMENT WITH YOU.

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR
22200094	39727078	909-798-7525	6281/14537

SO ITEM#	SALES QTY	PART NUMBER	DESCRIPTION	CORE	SPCL ORD/ BACKORD	UNIT RATE	UOM	EXTENSION	BIN LOC
160	1	1000478038BSM:PB	VALVE-THERMAL EXPANS	NS		130.00	EA	130.00	
170	1	79PSL3-2:PB	SWITCH-R134A HSF0	NS		91.90	EA	91.90	
180	1	79PSD4-1:PB	SWITCH-R134A BINARY	NS		155.00	EA	155.00	
190	1	131638:PAI	SET,GASKET,ISX	NS		540.00	EA	540.00	
200	1	C15103-010HP:PAI	KIT,ENG.INF.(HP)	NS		5720.00	EA	5720.00	
210	1	5579403PX:CX	KIT INJECTOR	EXC		846.20	EA	846.20	
210	1	4954679D-C1:CX	KIT INJECTOR-CORE	CHG		299.25	EA	299.25	
220	1	F69-6003-122:PB	COMPRESSOR ASSY-R134A HD W/FUSED CLUTCH	NS		770.00	EA	770.00	
230	1	4299887RX:CX	BLK SHORT ISX 15 13 B	EXC		16382.76	EA	16382.76	
230	1	4299369D-C1:CX	BLK SHORT ISX 15 13 B-CORE	CHG		4389.00	EA	4389.00	
240	1	YEL31STUD:OPT	BATTERY-YELLOW TOP D31T900 CCA 155 RC	EXC		460.00	EA	460.00	
			BATTERY FEE			2.00	EA	2.00	
240	1	YEL31STUD-C1:OPT	BATTERY-YELLOW TOP D31T900 CCA 155 RC	CHG		31.92	EA	31.92	
250	1	DR7076RX:CX	BLK LONG ISX 15 13 B	EXC		32619.88	EA	32619.88	
250	1	DR6589D-C1:CX	LONG BLOCK X15 17 B(X1)NO-CORE	CHG		7315.00	EA	7315.00	

Customer or Customer's Agent X _____

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TERMS
PARTS QUOTE

RUSH TRUCK CENTERS

RUSH TRUCK CENTER, FONTANA
14490 SLOVER AVE,
FONTANA CA US 92337-7146
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PAGE: 3 OF 3	

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CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR
22200094	39727078	909-798-7525	6281/14537

SO ITEM#	SALES QTY	PART NUMBER	DESCRIPTION	CORE	SPCL ORD/ BACKORD	UNIT RATE	UOM	EXTENSION	BIN LOC

****
Interstate Billing Svc #: R505651
****

REMIT TO:
INTERSTATE BILLING SERVICE
P.O. BOX 2208
DECATUR AL 35609

SUBTOTAL	76900.10
SALES TAX	5959.59
DOWNPAYMENT	
BALANCE DUE	82859.69

All parts are new unless specified otherwise

Quote is valid thru 05/30/23

Authorization; Charges. I represent that I am the purchaser, or am acting as a duly authorized agent of and have authority to bind the purchasing ("customer"). Quotations on parts and labor are current and subject to change. I understand that you will have a lien on the purchased part and on the Vehicle to which it is attached in the event I fail to pay the parts charges when due. I understand that all charges are due and payable by me at the Rush truck center location indicated above.

Disclaimer of Warranties; Returns/Refunds. ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE RUSH TRUCK CENTER OR RUSH TRUCK LEASING FACILITY LISTED ABOVE ("DEALER") HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PRODUCTS OR SERVICES SOLD HEREBY. DEALER NEITHER ASSUMES FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCT OR SERVICES. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS DOCUMENT. NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE. CORE PARTS MUST BE RETURNED IN THEIR ORIGINAL BOX. PART RETURNS MAY BE SUBJECT TO A RESTOCKING FEE.

Miscellaneous. Replaced parts will not be returned to CUSTOMER unless requested in writing by CUSTOMER at the time of repair. I agree that you are not responsible for loss or damage to (i) my Vehicle, (ii) articles left in the Vehicle or (iii) trailers (and cargo contained in trailers), whether such trailers are attached to or detached from the Vehicle, in case of fire, theft or any other cause beyond your control. I agree you are not responsible for any delays in repairs or any downtime, including without limitation delays or downtime caused by the unavailability of parts or delays in parts shipments by the supplier or transporter. Should there be a need for you to move or test drive my vehicle I hereby grant you and/or your employees permission to operate the Vehicle on streets, highways or elsewhere for the purpose of testing, inspection and/or delivery.

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY (USD)
76900.10	TAXABLE/CA	5959.59	82859.69

Customer or Customer's Agent X _____

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TERMS
PARTS QUOTE
Net 10 days

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: 3/23/23

TO: Purchasing Division

FROM: FCS Solid Waste

Purchase Requisition # _____

Estimated Total Cost: $ 100,000

Proposed Vendor: San Bernardino County Landfill

Request Term: 7/1/23 - 6/30/24

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: _____

Manufacturer/Model Number: _____

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:

San Timoteo Canyon Landfill is the only landfill within the vicinity licensed to accept bulky items. Bulky items consist of items that have a poor compaction rate such as mattresses, palm fronds, and appliances. By hauling these materials to the San Timoteo Canyon Landfill, the amount entering the City-owned California Street Landfill is minimized, lessoning the impact for the usage of available airspace and adding valuable lifespan to the City's landfill.

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.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**
There is no other service provider to do this and Bulky items are not accepted into City's landfill.

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

Nathalie Ayala Digitally signed by Nathalie Ayala Date: 2023.03.23 09:04:34 -07'00'

Prepared by Date

Department Director 3/27/23 Date

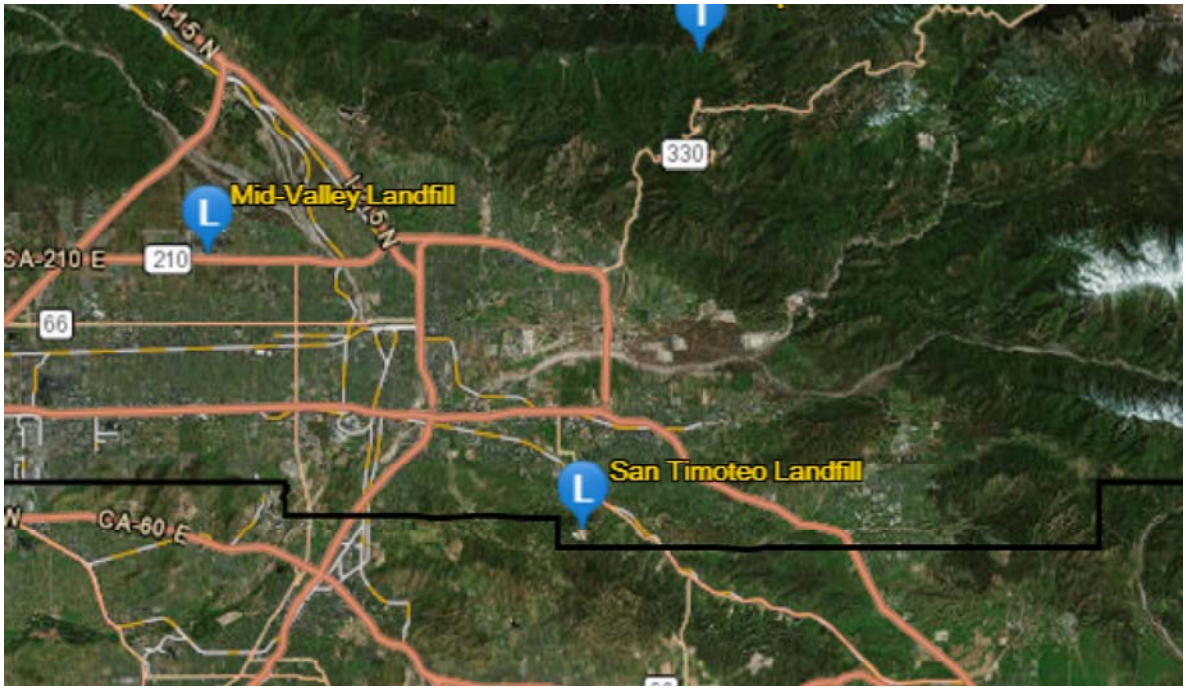
Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Detailed Explanation:

San Timoteo Canyon Landfill is the only landfill within the vicinity licensed to accept bulky items. Bulky items consist of items that have a poor compaction rate such as mattresses, palm fronds, and appliances. By hauling these materials to the San Timoteo Canyon Landfill, the amount entering the City-owned California Street Landfill is minimized, lessoning the impact for the usage of available airspace and adding valuable lifespan to the City's landfill.


Mid-Valley Landfill
San Timoteo Landfill
210
330
66
CA-60 E

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: 5/8/23

TO: Purchasing Division

FROM: Homeless Solutions / FCS

Purchase Requisition # _____

Estimated Total Cost: $ 46,720

Proposed Vendor: Salvation Army

Request Term: 12 Months

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: _____

Manufacturer/Model Number: _____

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:

H. Salvation Army provides women's emergency shelter with year around beds. Salvation Army shelter is the only female shelter in the local area with case management services and secure facility.

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.

5. **Explain what action(s) the department would take if the sole/single source services were no longer available**

Services would no longer be provided.

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

David Rabindranath 5/9/23
Prepared by Date

5/15/23
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

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: 5/8/23

TO: Purchasing Division

FROM: Homeless Solutions / FCS

Purchase Requisition # _____

Estimated Total Cost: $ 40,000

Proposed Vendor: Super 8 SB Express

Request Term: 7/1/23 - 6/30/24

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: _____

Manufacturer/Model Number: _____

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:

H. Super 8 SB Express provides emergency motel rooms for homeless individuals and families ranging from 1 to 7 nights. Super 8 SB Express offers case managment services, accepts pets, and offers a small food pantry for homeless clients from various programs.

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.

5. Explain what action(s) the department would take if the sole/single source services were no longer available

Services would no longer be provided.

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

David Rabindranath 5/9/23

Prepared by Date

_____

Department Director Date

Purchasing Approvals

_____

Purchasing Agent Approval Date

_____

City Manager Approval Date

Intergovernmental/ Piggyback Contract Use Request

(Attach to PR form)

The Facilites and Community Services Department requests the purchase of the following item(s) from:

Original Contracting Entity: SOURCEWELL
Contract#: 032521-GPC
Contract Term: 07/01/2023-06/30/2024
Method of original contract award: ☑ Competitive ☐ Non-Competitive, based on: ☐ Preferred source ☐ Sole ☐ Single source ☐ Emergency ☐ Other:
Does the original contract contain language contemplating contract extension to additional users? ☑ Yes ☐ No

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

Description of Product/Service intend to acquire	Unit Price	Total
please see attached quote for miscellaneous parts		$ 121,000.00
Tax		
	Grand Total	$ 121,000.00

Vendor:	Napa Auto Parts
Contact:	
Address 1:	2021 Rancho Drive, Suite 2
Address 2:	PO Box 8516
City/State/Zip:	Redlands, CA 92375
Telephone:	(909) 792-2400
Fax:	
Web/E-Mail:	

Delivery/Service Location	
Contact:	Tricia Swope
Telephone:	(909) 684-9507
Department:	Equipment Maintenace
Address 1:	1270 W. Park Ave, Bldg E
Address 2:	
Additional Comments	

Purchasing Agent Approval: _____ **Date:** _____

City Manager Approval: _____ **Date:** _____

NAPA Auto Parts Sourcewell Pricing Discount 1/1/2022

Category Description	Category Discounts
1. Air Conditioning	52%
2. Alternators and Starters	53%
3. Batteries	46%
4. Bearings, Ball and Roller	55%
5. Belts and Hoses	48%
6. Brakes	56%
7. Electrical and Ignition	52%
8. Emissions, Sensors and Exhaust	54%
9. Engine and Drive Train	52%
10. Filters, Oil, Gas, Air and Transmission	72%
11. Gaskets and Seals	50%
12. Heating and Cooling (Engine)	53%
13. Lamps, Lighting and Mirrors	53%
14. Oils, Chemicals, Fluids and Lubricants	52%
15. Pumps, Fuel and Water	52%
16. Suspension, Shocks, Struts and Steering	52%
17. Wipers/Washers	59%
18. Winter Accessories	54%
19. General Automotive Parts	50%
20. Automotive Repair Shop Supplies and Equipment/Tools (e.g., cleaning supplies, wrenches, etc.)	46%

DocuSign Envelope ID: 6BEC61CF-A289-4E75-8558-9EBBBC8A9C9D

Solicitation Number: RFP #032521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, GA 30339 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Aftermarket Vehicle Parts and Supplies from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires May 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

DocuSign Envelope ID: 6BEC61CF-A289-4E75-8558-9EBBBC8A9C9D

All Equipment and Products provided under this Contract must be new/current model or remanufactured to OEM standards. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. All Equipment and Products supplied pursuant to the Contract are subject to the terms of written warranties provided by the manufacturer of each Product and Equipment, and Vendor shall use reasonable commercial efforts to assist the Member in processing all warranty claims that the Member may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Member in connection with any claims concerning the Products and Equipment supplied pursuant to the Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Member upon request. Vendor will pass through all available warranty benefits from the applicable manufacturer to the Member to the extent permitted by contract or law.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

DocuSign Envelope ID: 6BEC61CF-A289-4E75-8558-9EBBBC8A9C9D

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event that any Product or Equipment does not conform to the manufacturer's warranty, the Member may return such Product or Equipment to Vendor and Vendor will process the Member's warranty claim with the manufacturer of the defective Product or Equipment. After the manufacturer has accepted the claim from Vendor, Vendor, as the Member's sole and exclusive remedy and Vendor's sole liability, shall either, at its option: (i) replace the defective Product or Equipment with a conforming Product or Equipment; (ii) repair the defective Product or Equipment; or (iii) issue a credit or refund for the price of the Product or Equipment.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

DocuSign Envelope ID: 6BEC61CF-A289-4E75-8558-9EBBBC8A9C9D

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this

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Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Audit results will be based upon overcharges and undercharges being combined to determine the net impact.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

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D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees, arising out of the negligent acts or omissions or intentional misconduct of Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have arisen from such negligence or intentional misconduct.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

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2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

d. The licenses granted under this Section 13 are subject to the respective intellectual property usage guidelines and terms and conditions of each party.

4. Vendor agrees to provide an indemnity for intellectual property claims based on intellectual property rights owned by Vendor, but cannot provide a direct copyright, trademark, or patent indemnity for the Products or Equipment supplied pursuant to the Contract, as Vendor does not manufacture the Products or Equipment. Vendor agrees to use commercially reasonable efforts to assist the Member in processing any infringement claim against the applicable manufacturer.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for direct damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

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3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

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general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor but only to the extent of Vendor's indemnity obligations under the Contract. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds but only to the extent of Vendor's indemnity obligations under the Contract.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. Vendor will comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject

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matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications provided that any such additional requirements must be accepted in writing by Vendor for any such requirements to be binding on Vendor. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies in the event that (i)a Participating Entity will access Vendor's Equipment, Products, or Services with United States federal funds, and (ii) Vendor has provided its prior written consent.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that

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each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must endeavor to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

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also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/13/2021 | 8:56 PM CDT

Genuine Parts Company dba
NAPA Auto Parts

DocuSigned by:
By: Jett Kuntz
BBF6652DCC21445...
Jett Kuntz
Title: Vice President of IBS Fleet & Government

Date: 5/13/2021 | 1:30 PM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/13/2021 | 9:02 PM CDT

RFP 032521 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name:	Genuine Parts Company dba NAPA auto Parts
Does your company conduct business under any other name? If yes, please state:	NAPA Auto Parts
Address:	2999 Wildwood Parkway Atlanta, Georgia 30339
Contact:	Don Lachance
Email:	don_lachance@genpt.com
Phone:	404-386-4157
Fax:	404-386-4157
HST#:	580254510

Submission Details

Created On:	Thursday February 04, 2021 12:06:53
Submitted On:	Wednesday March 24, 2021 12:40:50
Submitted By:	Don Lachance
Email:	don_lachance@genpt.com
Transaction #:	96dfea54-3674-46b7-9841-49ff0c0e367b
Submitter's IP Address:	136.228.200.34

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Genuine Parts Company d.b.a. NAPA Auto Parts	*
2	Proposer Address:	2999 Wildwood Parkway Atlanta, GA 30339	*
3	Proposer website address:	www.genpt.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jett Kuntz Vice President of IBS, Fleet & Government 2999 Wildwood Parkway Atlanta, GA 30339 Jett_Kuntz@genpt.com 770-855-2221	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Lachance Government Sales Manager 2999 Wildwood Parkway Atlanta, GA 30339 Don_Lachance@genpt.com 678-934-5057	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials. In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for $40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of $75,000 and had only six employees. Over the last 93 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service to outflank the competition. GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 50,000 employees and annual revenues exceeding $19 billion. With more than 93 years of distribution expertise, GPC's commitment, and reputation for just-in-time service position us as a critical partner in our customers' success.	*

8	What are your company's expectations in the event of an award?	Our expectations are to engage our 6,000+ company and independent NAPA stores and 52 distribution centers across the US to train their sales team on the benefits of our Sourcewell contract and how to reach out to current and potential members regarding their aftermarket parts needs. Additionally, we plan to service Sourcewell members with national coverage (U.S.) in the category by providing them new equipment to meet their shop equipment needs. NAPA Canada is under the GPC umbrella, but operates as a separate entity. We feel that Canadian Sourcewell Members can utilize this response. Pricing will be different in terms of the currency and other variables. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada. Between NAPA US and NAPA Canada, we attend dozens of industry events each year that allow us to promote our solutions and our contracting options through Sourcewell. The Sourcewell partnership will be a large part of our marketing and promotional focus over the life of the contract.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	GPC has had 93 years of profitable growth and 63 years straight of increased dividends to our Stock Holders. Our company results are made public and are posted under the Investor page at www.genpt.com. We have also included our 2019 Annual Report in the attached documents for this RFP.	*
10	What is your US market share for the solutions that you are proposing?	NAPA's government business includes municipal, state, K-12 districts and higher education customers. Based on several published sources, we estimate our aftermarket light-, medium- and heavy-duty parts market share at approximately 6 percent.	*
11	What is your Canadian market share for the solutions that you are proposing?	In 2020, we've estimated the Fleet market at $3B in Canada and NAPA's Canadian share was approximately $369M, or 12%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Genuine Parts Company has never petitioned for bankruptcy protection in our 93-year history.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP. a) Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts. The NAPA catalog of parts contains more than 465,000 SKUs of automotive parts, supplies, tools and equipment. Our network of 52 distribution centers and 6,000 retail stores (5,000 independent and 1,000 company) are the only authorized distributor and reseller of the parts that we propose in this RFP. Our 5,000 independent stores will all be bound by this agreement and will be authorized to sell per our Sourcewell contract, should we be awarded. b) Not only is NAPA a distributor of parts, but we leverage our distribution chain that gives nightly access to inventory at all distribution centers, parts delivery services, and our relationships with vendors that allow Sourcewell customers to order directly when needed to support their fleets.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	GPC has all the licenses necessary to purchase, warehouse, transport and distribute for the commerce contemplated in this RFP. We hold these licenses and certifications in Canada, all 50 States in the US, Guam, Mexico, Australia, and Europe for the products we distribute and services we provide throughout these countries.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	GPC has not been suspended or disbarred from the delivery of parts or services outlined in this RFP.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcewell Pioneer award at Sourcewell's H20 conference for his vision, commitment and drive to grow our current contracts with Sourcewell. In the last five years, our contracts have grown exponentially through Jett's and the NAPA Fleet team's commitment to cooperative purchasing. In their press release announcing the award, Sourcewell stated: "Jett has supported Sourcewell's mission beyond cooperative purchasing. He shows great respect for other people in a manner that is rarely as authentic and genuine. He is committed to the cause, confident in supporting what they commit to, and willing to go where others cannot see a way. And like the other Sourcewell Pioneers, he has always been willing to share information and ideas with fellow vendors to help them grow their contracts. He was part of our 1st Vendor Advisory Committee and remains an active committee member helping guide our growth and represent the vendor voice as we plan for Sourcewell's future." Our parts supply business is also awarded with the successes of our customers. Over the past decades our NAPA customers have received hundreds of local and national awards. In Government Fleet Magazine's 2019 Leading Fleet Awards, dozens of fleet organizations received awards of operational excellence and have attributed part of their success to NAPA. These awards are given to the best fleets for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business.	*
17	What percentage of your sales are to the governmental sector in the past three years	In the past five years, we have exceeded 5 percent of our Automotive Parts Group sales in the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	Of our government business, approximately 12 percent of our sales are in the education market (K-12, Higher Education).	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell-Aftermarket Parts and IBS $95,000,000 NASPO ValuePoint -Aftermarket Parts, Tools & Equipment $36,000,000 E&I Educational Cooperative $550,000 Texas BuyBoard - Aftermarket Parts Oils & Lubricants $1,000,000 ST of GA $11,000,000 ST of WA $10,500,000 ST of NJ $6,800,000 ST of MA $5,500,000 ST of VA $4,500,000 ST of LA $4,600,000 ST of CA $4,800,000 ST of WV $3,400,000 ST of CT $3,200,000	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GPC/NAPA holds no GSA schedules at this time.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Georgia	Mary Zirock Chief Procurement Officer	404-631-1218 mzirock@dot.ga.gov	*
City of Sacramento, CA	Mark Stevens Fleet Manager	916-808-5869 mstevens@cityofsacramento.org	*
State of Iowa	Nancy Wheelock Purchasing Agent III Department of Administrative Services	515-725-2268 nancy.wheelock@iowa.gov	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Georgia	Government	Georgia - GA	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = $12,500.	2020: $15,619,859 2019: $10,490,747 2018: $11,000,000	*
State of Washington	Government	Washington - WA	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = $17,500.	2020: $9,138,386 2019: $10,209,336 2018: $8,800,000	*
State of New Jersey	Government	New Jersey - NJ	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = $9,170.	2020: $5,654,831 2019: $7,244,318 2018: $6,500,000	*
State of Tennessee (Sourcewell Contract)	Government	Tennessee - TN	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = $18,500.	2020: $5,612,763 2019: $6,173,588 2018: $6,500,000	*
Louisiana State University	Education	Louisiana - LA	Deliver automotive and HD parts, tools and equipment with same-day service to all University locations.	Average size of transaction = $58,777.	2020: $4,547,197 2019: $4,584,579 2018: $3,311,418	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Total Estimated U.S. & Canada GPC Employees = 45,000 We have a national Sourcewell sales initiative managed through Don Lachance, NAPA's government fleet sales manager. Our 52 distribution centers also have dedicated Territory Sales Managers, Commercial Sales Managers and Wholesale Managers, comprising 400+ sellers directly in the market. Finally, our 6,000+ NAPA stores have their own direct sales teams to help promote Sourcewell opportunities. All in, NAPA has more than 6,500 people who have a responsibility to promote and sell the Sourcewell contract in the U.S. and Canada.	*

24	Dealer network or other distribution methods.	GPC in 2021 owns and operates 52 distribution centers located throughout the United States that have return privileges with most of their suppliers, which protects GPC from inventory obsolescence. These distribution centers are located in 40 states and service approximately 1,000 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 5,000 independently owned NAPA AUTO PARTS stores located in all 50 states. NAPA stores, in turn, sell to a wide variety of customers in the automotive aftermarket. Collectively, these independent automotive parts stores account for approximately 61% of the total U.S. APG sales and 22% of GPC's overall total sales. When a Sourcewell member customer orders a part, directly or online, the first resource to fulfill that request will be the nearest NAPA servicing store. If the part is in stock, it will be delivered to the customer within an agreed upon time frame, and maybe included in a daily/nightly shuttle delivery. If the part is not in stock at the nearest store, secondary and tertiary NAPA stores will be sourced from and the part will be included in a one-off or scheduled delivery. In situations where the part is not available at any nearby NAPA stores, our Distribution Centers carry millions of dollars of inventory that can be used to fulfill the request. As a final resort, we can always contact the part manufacturer directly to explore direct sourcing options. In all situations, there is a local team of sourcing experts who are dedicated to fulfilling all requests by Sourcewell members.	*
25	Service force.	As mentioned in our response to Question #23, we have more than 45,000 people dedicated to ensuring the parts Sourcewell customers need are available and delivered on time across the US and Canada. From a product availability standpoint, having 52 DCs enables NAPA to provide product as close to the customer as possible in most states including Alaska, Hawaii, and most US Territories. This is facilitated through the DC delivery process of deliveries to all 6000 stores a minimum of 5 times per week. NAPA uses a process of vehicle registration and product data to stock our DCs and stores by ZIP code. This ensures that we have a market specific product mix in each of our stores. NAPA 's DCs have on average $6 -$ IOM in inventory. Store sizes vary in size and scope, but with 6,000 in the US alone, we have one of the best store footprints in the automotive aftermarket. NAPA has 6000 thousand stores with between 2 and 6 delivery vehicles per store servicing the Sourcewell members and hundreds of tractor trailers delivering to the stores each night. Our personnel in each distribution center provide a comprehensive mixture of sales and product specialists that are available to service Sourcewell members. The list below illustrates the positions and the individuals focused on the sales and services contemplated in this RFP: • Sales Manager • District Manager • Wholesale Manager • Commercial Sales Managers • Major Account Government Sales Manager • Territory Sales Managers 3 to 5 • Commercial Sales Pro (Outside Sales Representative) one per GPC owned store, 2 to 25, depending on the number of company-owned stores • Store Sales Counter people • Independent NAPA store owners, outside sales, and counter people In total, there are nearly 10,000 people involved in the distribution of parts to, and customer satisfaction of, all of our Sourcewell member partners.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service program begins when the customer places an order and stays involved throughout the lifecycle of each order and the overall contract. When customers place an order directly with their servicing NAPA store, online via NAPA ProLink, or through a punchout in their enterprise system, customer service functionality is built into the process to address questions and issues as they arise. When it comes to delivery times, NAPA's standard metrics are as follows: • In-Stock Parts Ordered Delivered within 60 minutes or less • Non-Stocked Parts Ordered Delivered the next day • Rare or Special Parts Ordered Delivered within 2 days NAPA has a special delivery feature that other providers do not offer. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. Finally, our customer service program continues after the purchase to support warranty claims on qualified products, as well as core credit and return processing. In the case of such types of return transactions, NAPA's local team is there to facilitate the process with the local NAPA DC or directly with product manufacturers to get each Sourcewell member the parts they need and the credits they are owed.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	GPC/NAPA is a current Sourcewell contract holder and is able and willing to provide all parts and services expressed in this RFP. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. We have outlined our service and distribution network in several questions so far, so we would like to discuss our ability to promote this contract, if awarded. We have learned that educating our dealer locations on the specifics of the Sourcewell contract and their responsibilities to seek out lists of target Sourcewell contracting agencies is the first line of success for NAPA and Sourcewell. We also have a headquarters support network that helps us stay on track with our commitments to Sourcewell and its members by monitoring contract activity and promoting the cooperative purchasing message across our entire enterprise. The ability to provide these products and services starts and ends with effective communication and execution of the program to our 6,000 stores that deliver the value to Sourcewell members daily.	*

28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NAPA Auto Parts (UAP Inc.) has a wealth of resources, both in the field and in the office across Canada to implement large agreements such as requested by Sourcewell. We have resources at our head office in Montreal as well as in each region including the Pacific/West, Ontario, Quebec and the Atlantic. NAPA will allocate the necessary resources to ensure Sourcewell's needs are met. Across Canada, we have over 4,800 full-time direct employees servicing our stores, distribution centers and offices. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. The NAPA Auto Parts Division is a network made up of automotive parts and accessories stores and paint and body product stores. We have nearly 600 NAPA Auto Parts stores across Canada and over 50 NAPA CMAX Paint and Body Shop Supply Stores. It also includes 8 distribution centers across Canada including the Atlantic, Quebec, Ontario, West and Pacific regions. Including 1 logistic center in Long Sault, Ontario. Napa will be supporting the Sourcewell contract amongst 4 regions across Canada: Atlantic, Quebec, Ontario and the Western region. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NAPA has a strong presence in every region and is fully capable of serving the US and Canadian geographical locations described in this RFP of current and future members and represented associations. NAPA has a national presence from coast to coast across both the US and Canada. Thanks to our 6,000-store US and 600-store Canadian network and our strategic distribution center locations, we can meet all members' needs in a short amount of time, wherever they are operating.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAPA stores will cover all 50 states and all areas in those states with same to next day service. NAPA also services all 10 provinces in Canada through this contract with 600 NAPA Canada/UAP stores that can offer the same services at the Canadian pricing provided in this RFP.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no general contract restrictions that apply to any location in the US that NAPA services, including Hawaii, Alaska and US Territories. NAPA does not have locations in Puerto Rico.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	NAPA's general marketing program strategy to promote the contract nationally will be to provide a full array of marketing flyers, sales sheets, and announcements through announcement bulletin utilization for both the new award and updates during the contract period. The implementation of those aspects will bring visibility to the Sourcewell member in our stores through the mobilization of our field sales force. Specific training videos have already been put in place in support of the contract we currently have to train sales management, store owners, outside salespeople, and store employees. This training will directly increase the marketability of the contract throughout our sales organization. Co-branding of our logos will be incorporated on these pieces to inform the recipients of our "regular" marketing collateral to inform that NAPA is a Sourcewell contract holder. If awarded, Sourcewell contract details will be communicated through our national bulletin process. This program bulletin communicates to all 6,000 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing, and the intent of the program through the contract award. Once published, the bulletin will be available through our internal website entitled NAPA Connect. This site is where all stores and field management go to see and understand all the national account programs that NAPA provides to its stores. If awarded, Sourcewell will continue to be classified in our national account programs. NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted. NAPA has a national team dedicated to marketing and growing our most important contracts, including everything Sourcewell. In addition to training this team on selling the value of our Sourcewell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents. • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcewell prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Sourcewell customer case studies, Sourcewell benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (PowerPoint slides) that promote the benefits of implementing Sourcewell contracts. • Video Content – we are in the process of developing specific video content that discusses Sourcewell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Fleet Industry Events – NAPA sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Sourcewell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: National Events o NAFA I&E www.NAFA.org o Government Fleet Expo (GFX) www.governmentfleetexpo.com o FleetCon presented by FleetPros www.FleetPros.org Regional Events o Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org o Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	NAPA Marketing employs a team of experts dedicated to effectively driving web traffic to various NAPA websites that promote our products and contract opportunities. The team uses search engine optimization strategies, including site metadata, to reach the widest possible audience of qualified decision makers for Sourcewell entity prospects and current members. Social media, such as LinkedIn, is an avenue we use to both network with fleet decision makers who we can educate about Sourcewell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcewell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We feel it is our job to educate our sales team on Sourcewell and make it an integral part of the way they sell our aftermarket solutions to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcewell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcewell can help the marketing effort: • Marketing Materials – Sourcewell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcewell contracts. • Continuing Education – provide our team with access to Sourcewell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls with your team. • Government Contacts – supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcewell IBS contract. • Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcewell contracts.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us: • NAPA Online: Our primary online ordering portal, www.NAPAOnline.com offers a catalog of more than 500,000 parts and supplies that are available to Sourcewell members today. Ordering online allows stock and hot-shot orders to be placed by an agency and fulfilled through the local servicing NAPA store or distribution center in the most timey way possible. • NAPA ProLink: NAPA ProLink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 500,000 SKUs, all available on this contract. • Enterprise E-Procurement: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Product training on all diagnostics available through NAPA AutoTech program and available online at www.NAPATraining.com. This is a fee-based training comprehensive program for classroom and web. Training / maintenance offered by most NAPA suppliers, much at no cost. No training is standard as expertise will vary from one employee to another, all training is to be scheduled and discussed. All NAPA Tools & Equipment suppliers offer suggested maintenance procedures for products sold. This would include proper installations, safety procedures and contacts for on-site installations. NAPA provides training on many levels. Technician Training: a. Designed for the professional technician. b. Provided by professional certified trainers c. Shop Management Training d. Designed for the professional technician, shop managers e. Provided by professional certified trainers Please find a list of available training courses attached as a supplemental upload.	*
37	Describe any technological advances that your proposed products or services offer.	NAPA's proposal covers multiple technological advances in the following: • Electronic Ordering • Product Information • Diagnostic Repair • eProcurement • Audit process • Mechanical Shop and Body Shop Estimators • System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs • ProLink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more. • ProLink shows parts price and availability at the local NAPA store, as well as the store's supplying DC ProLink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering eliminates the need for calling and faxing; ordering is done online. NAPA can work with government agencies to provide special pricing on Mitchell On Demand: • This is a web and PC based program that aids Sourcewell members to estimate repairs for authorization. • Provide OE repair procedures and diagnostic aids. • Track labor and supplies to a specific asset. • Color wiring diagrams • Technical specifications that include optional Medium and Heavy Duty applications • Flow Charts • Technical Service Bulletins • Maintenance Schedule	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Our full Corporate Sustainability Plan will be provided as an attachment to this proposal. It is also available on our Sustainability page on www.genpt.com. RCI-Safe Solutions - our sustainability partner - has officially launched GPC's sustainability awareness efforts. Look for GPC's new GROW program to highlight specific environmental efforts made by employees. The GROW program focuses on targeted campaigns that emphasize personal responsibility and spotlights GPC's environmental heroes. GROW promotes a renewed approach of how to Reduce, Reuse and Recycle. GPC has the following priorities in place in terms of our Green Program • Reduce Air Emissions/Efficient Delivery Routing • Identify Pollution Prevention Opportunities • Communicate the Message • Practice Water Conservation • Reduce Fuel Consumption • Minimize Operational Waste • Implement Energy Conservation • Provide Green Products and Services NAPA Markets and Sells Many Green Initiative Products • Smart Washers • Challenger Water In-Ground Lifts • 3M lead free wheel weight system • Schumacher solar battery charger/maintainers • Energy Logic - waste oil burners • Vortex waterborne auto paint - no solvents • Valvoline Next Gen oil - made with recycled oil • Recycled Batteries, remanufactured electrical and steering components	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	See attached GPC Corporate Sustainability Plan. More detail is also available on our Sustainability page at www.genpt.com.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Genuine Parts Company is a publicly traded corporation. Thus, we are not a WMBE or SBE. However, expanding opportunities for small and women and minority owned businesses is important at NAPA. A strength of the NAPA capabilities for this RFP is that we are not all corporate stores centered around a large corporate office, but we are a collection of thousands of small businesses that can support the Sourcewell contract and its members' purchasing goals. Our main distribution and sales channel to Sourcewell members and prospective members will be through our 6,000 retail outlets, 5,000 of which are independently owned and operated NAPA Automotive and Truck Parts stores. Based on the size and geography of these locations, many may be qualified as SBEs, WBEs, DBEs and some in HUB Zones. As a corporation overall, we still maintain strict guidelines on diversity and inclusion in our operations. Our commitment to—and appreciation for—diversity and inclusion at Genuine Parts Company is a part of everything we do. You can see it every time we interact with customers, collaborate with colleagues and partner with members of the community. Across our Company, we value diversity and benefit from the exceptional insights, talents and experiences of our workforce. We believe that by embracing the differences and similarities of each individual, the work environment improves for our employees and enhances our overall business performance. Diversity goes beyond race and gender. It celebrates and values differences in age, outlook, cultural background, lifestyle, and physical ability. We are committed to fostering an environment where everyone can contribute to our collective success. In principle: We want the best person for every position. We want to provide opportunities for diversity of experience and interaction. We want to create an environment of diverse ideas and viewpoints to ultimately arrive at better decisions. Our commitment to Diversity and Inclusion honors the Power of Genuine Talent. Please see our Corporate Sustainability Plan uploaded to the documents section of this proposal for more information on our corporate diversity policies.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	NAPA Auto Parts provides a truly unique solution in the aftermarket automotive parts supply industry that benefits Sourcewell members in several ways. First, the NAPA network is comprised of more than 5,000 small businesses that distribute our products nationwide. These are local, taxpaying employees who live and work in member communities and care about supporting their government agencies as much as their government cares about supporting them. Using these small businesses can help Sourcewell members meet their diverse purchasing initiatives across the US and Canada. Next, NAPA has access to more than 465,000 SKUs that cover not just light-duty automotive, but a plethora of other categories that cannot all be found under any other roof. Consolidating a member's supply chain saves them time and money in managing their parts operation. Some unique product and service examples include: • Nearly 5 million SKUs of MRO and Industrial products through our sister company, Motion Industries • NAPA Filters • NAPA Heavy Duty • NAPA Undercar • NAPA Electrical Sales and Under Hood • Martin Senour Paint • Balkamp • NAPA Tools and Equipment • NAPA Brakes • NAPA Heating and Cooling • NAPA TRACS - powerful estimating, technical information and shop management solutions • IBIZ – enterprise/purchasing system integrations and technology solutions • Mitchell 1 and Mitchell On Demand services Additionally, NAPA invests year over year in cutting edge technologies to help us better serve our government customers. Between online cataloging and ordering, digital fulfillment tracking at our distribution centers, reporting customization and more, we are able to use technology to optimize our supply chain and get parts to the customer faster and cheaper. We also take part in technology innovations our customers are implementing, such as the Team Georgia Marketplace. The Team Georgia Marketplace connects the procurement tools of different state agencies all through one application to streamline the purchasing process and NAPA is a valued vendor participating in the initiative. Furthermore, NAPA has more than 10 years of experience partnering with Sourcewell through multiple contracts. We have staff in all 50 states that have been fully trained on the inner workings of Sourcewell contracts, the benefits they provide to Sourcewell members, and how to executive contracts effectively to deliver the best solutions to our customers more quickly than anyone else. Finally, NAPA is the pioneer of the Integrated Business Solutions (IBS) program and exclusive industry leader in the fleet vendor managed inventory industry. Providing additional value added solutions to government fleets across the US and Canada streamline their supply chain, including non-contract products such as OE parts, tires, bulk fluids and more, is one further step that NAPA takes to employ the best practices across the parts industry.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

42	Do your warranties cover all products, parts, and labor?	All products supplied pursuant to an awarded contract are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the products supplied pursuant to an awarded contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Participating Entity upon request. Proposer will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law. NAPA's warranties cover all products and parts, but not all the labor. Most NAPA manufacturers will reimburse for reasonable labor costs to the extent the damage was solely attributable to a defect in the NAPA product. Each warranty is viewed on a case-by-case basis and, in some cases, labor may not apply. Each one of NAPA 's individual parts warranties is on-line at our two websites (www.napaonline.com and www.napaprolink.com), plus warranty information is provided in the original NAPA packaging.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	NAPA has different warranties for different parts, plus different warranties for different grades of parts. As an example, NAPA utilizes both new and remanufactured components. There will be a different warranty on a new vs. a remanufactured part. The new may have a limited lifetime, whereas the warranty on a remanufactured component may be 2 years/24,000 miles. Certain components, like filters and brake pads have warranties dependent on the level (good, better, best), but might have restrictions that could affect coverage. Example an air filter that was used in a harsh environment, say extremely dusty or in a rugged industrial setting (drilling environment) might be seen as a limitation compared to one that is strictly on road/highway usage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	NAPA's warranties do not have specific coverage that covers the expense of technician's travel time and mileage. However, we will provide a review and attempt to assist a Sourcewell member in working with our manufacturers to determine if the aforementioned expense and individual circumstances warrant such a claim. The defective part and repair information will need to be retained and provided upon request.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	As NAPA is a distributor of automotive parts in the US and Canada and not a manufacturer of those parts, we do not offer any warranty repair service directly through our parts contracts. We do have NAPA AutoCare centers in the US and NAPA AutoPro centers in Canada that perform automotive repairs, but they would not fall under the scope of this proposal.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	One of the key benefits of our program is the tracking and processing of parts manufacturer warranties for our government agencies. NAPA outlines our warranty policy in each contract and has the responsibility to track and report on this for hundreds of suppliers that we procure parts from for our agency customers. In the case where NAPA is requested to procure parts from manufacturers outside of the NAPA system, we will work with the Sourcewell member and each individual manufacturer to process warranty claims that arise. As we are not the manufacturer of such parts, though, we do not offer any warranties on them directly.	*
47	What are your proposed exchange and return programs and policies?	NAPA stands behind our products and will accept returns on unused, normally stocked products when packaging is undamaged and the item can be re-inventoried. Special order items may be subject to restocking fees even if the packaging is never opened. Sourcewell members should personally review special orders with their servicing NAPA store to make sure there are no questions regarding pricing, shipping, and delivery.	*
48	Describe any service contract options for the items included in your proposal.	Our proposal is for a parts supply program. Service contract options are available through our Sourcewell NAPA IBS vendor managed inventory contract #110520 – GPC. NAPA is responding only to the parts portion of this RFP.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	NAPA Auto Parts standard payment terms are Net 30 days.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	NAPA does not offer leasing or financing options as part of NAPA's parts supply program.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The order process for this proposal and contract will be determined upon the Sourcewell Member preference. Generally, the majority of orders placed by Sourcewell members will be directed at their local NAPA store. The pathway in which those orders will be received by the NAPA store would be via phone, fax, e-mail, ProLink (www.napaprolink.com), eProcurement integration (EDI or XML) or even a walk in order. Once we receive an order with the appropriate work order or P.O. number, the store is responsible for the parts delivery service requirements of the contract. To ensure contract compliance, the accounts for Sourcewell members are flagged at the NAPA store for transmission to NAPA Headquarters. All resulting invoices from orders are captured at the NAPA Auto Parts store, and the line item detail is transmitted to NAPA Headquarters where the data is rolled up from all the Sourcewell member's invoices into the Sourcewell Major Account. This allows NAPA to report consolidated sales numbers back to Sourcewell on a quarterly basis. NAPA's entire dealer network is included in our response. The individual NAPA Auto Parts Store will process orders as they are fulfilled, and this will be consolidated and reported by NAPA Headquarters to Sourcewell quarterly.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, traditionally NAPA accepts P-card payments from government agencies, where applicable, and does not charge additional fees for using P-cards. We take government p-card security very seriously and are doing several things to protect agencies who elect to use this payment method. When using p-cards, members may be required to obtain tokenization authorization from the store, which verifies the ownership of the card and logs the information and approval to use it for such purchases. Without this tokenization, p-cards may not be accepted by servicing NAPA stores.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NAPA's pricing model is a product category discount model off list price. As NAPA has with previous contracts, we will continue to offer a competitive nationwide ceiling price for Sourcewell members. NAPA's prices on individual products shall increase and decrease throughout the term of the contract. The pricing profile/methodology shall, however, remain firm. NAPA passes on both price increases and decreases it receives from its suppliers on to the Members. NAPA cannot provide written notice to Sourcewell every time an individual product increases in price. The attached Sourcewell 9074 Price Profile will be implemented at the store level to all members that choose to utilize the Sourcewell contract. This pricing will be available at all company-owned and independent NAPA stores across the US. The pricing provided by NAPA Canada differs from that provided by NAPA US but is based off of a similar model and will apply across Canada as the US pricing does across the US.	*

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAPA's proposed average discount percentages range up to 60% off list depending on the product. The attached price files illustrate discount rates for the products covered by our proposal.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Special volume discounts and/or rebates may be offered on an individual basis, depending on the individual circumstances and the potential volume of the Sourcewell member. NAPA may offer special one-off pricing for volume or stocking orders if requested by the Sourcewell member. These prices will be handled on an individual basis and they will not exceed the contract price.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	NAPA agrees to deliver from time-to-time sourced goods and services to be sourced and shall include all actual net costs including our actual cost and inbound shipping, plus a maximum 25 percent additional margin. This cost plus will be calculated and agreed upon between the Sourcewell member and the local NAPA store on a case-by-case basis.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Generally, parts and equipment are provided at the cost specified in our pricing list. NAPA does not charge Sourcewell members freight costs for standard stocking parts. Additional costs may be incurred for items outside of hard parts, such as special order shipping, training, equipment installation, etc. but these are typically non-standard line items.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As stated in Question #57, freight is not charged on NAPA parts, barring special requests or orders. However, if a part needs to be expedited for an emergency situation, the process is very simple. The agency lets us know the timeframe of the need, NAPA reaches out to our freight partners to estimate the cost, NAPA informs the agency of the charge and, with approval from the customer, we will agree to ship the part. In this case, the freight charge will be added to the invoice for that part as a separate line item for complete transparency.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As we have a local presence in Alaska and Hawaii, there are no different terms or programs for these regions than in the continental US. Customer delivery distance from the servicing store will affect freight charges, but not differently in those regions. Exchange and returns are the same. In Canada, deliveries of products will be made free of charge. Freight charges may apply to garage equipment and emergency orders of automotive parts and accessories in which case Sourcewell members will have first agreed to the additional freight charges. Additional shipping costs are determined on case-by-case basis and are dependant on the items being shipped. It typically affects larger items (i.e. hoists) where costs are determined at the time of sale. NAPA works with our supplier network to provide a delivery method to "Drop Ship". In certain circumstances, such as large quantities or large products, it is a method we can offer to Sourcewell members. Offshore shipping will be established as "as needed" and agreed to by the NAPA store and the Sourcewell Member.	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAPA has a special delivery feature that is exclusive to NAPA stores. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. The huge advantage of this program for Sourcewell members is that it harnesses access to inventories not only at local NAPA stores and distribution networks across the entire country, but through our manufacturers as well, all with one click or call.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	No additional comments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	NAPA self-audits both our contract pricing to Sourcewell members and our sales reporting and administrative fee paid to Sourcewell each quarter. Contract Price Compliance Self Audit: NAPA has developed programming that will at the end of every quarter take the sales by Sourcewell members and compare them to the profile price. This new programming will enable for exception reporting to be accomplished so that NAPA will ensure that each equipment order is in contract compliance. Quarterly Sales Reporting and Administrative Fee Self Audit: To ensure that NAPA reports all sales under the contract each quarter and that NAPA remits the proper administrative fee to Sourcewell, a quarterly process has been instigated to ensure that all entities under contract have been flagged and reported appropriately.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	U.S. Operations: NAPA will pay Sourcewell 2% of net qualified purchases for the entire contract period (if awarded). NAPA shall issue contract fees to Sourcewell on a quarterly basis based on total qualified net sales of all registered Sourcewell members that NAPA US operations sell to for that period. The 2% administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter. Canadian Operations: On any direct Sourcewell contracts in Canada, not involving any other associations or cooperative contracts, NAPA Canada will pay Sourcewell the same 2 percent administrative fee on all qualified NAPA parts purchases. The administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAPA distributes replacement parts (other than body parts) for substantially all motor vehicle makes and models in service in the United States, including imported vehicles, trucks, SUVs, buses, motorcycles, recreational vehicles and farm vehicles. In addition, GPC distributes replacement parts for small engines, farm equipment and heavy-duty equipment. Our inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of government customers in the automotive aftermarket, such as cities, counties, states, K-12 districts and higher education institutions. We offer light-, medium- and heavy-duty parts for municipal departments like police, fire, sanitation and public works as well as people transportation parts used in universities and public transit agencies. No matter the part, we are able to provide the supply chain to get Sourcewell members the products they need when they need them. Please see our NAPA product line card included as a supplemental upload titled: Marketing Materials. NAPA has 52 distribution centers that service 6,000+ retail stores nationwide. They contain more than $1 billion of fleet parts and other replenishment inventory for our network nationally. NAPA stocks more than 465,000 aftermarket parts and items with same day and next day delivery. We can provide inventory, distribution, and local support in any area of the US and our network is available 365 days each year to get Sourcewell members parts efficiently. Our network starts with the 5,000 local, small business NAPA stores that support your members in the areas where they operate. This helps us place a strong emphasis on supporting local businesses. In addition, we have the strength of our 1,000-store corporate-owned distribution network backing up the NAPA program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to Sourcewell members. All our stores, regardless of ownership, can source and stock the products that your agencies need. Within these stores are tens of thousands of fully trained employees who are familiar with the processes of servicing large cooperative and other major accounts. They provide full support to government agencies ordering from them today and are ready to take on the increased business that this contract would bring. When it comes to ordering, parts orders may be placed via phone, email, walk-in or electronically depending on the individual agencies' preferences and capabilities. Advance orders may either be held for will-call pickups or delivered via an agreed upon supply schedule. Our program is designed to allow each Sourcewell member the ability to do business in the ways that suit them best. Sales receipts for all orders include all the information that would be provided on an invoice, including account number, item descriptions, quantities, price, PO# if requested by the individual member and date and time of order.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAPA is able to provide all product categories listed in Table 14B, including: • Air conditioning, heating, cooling, and climate control • Alternators, starters, batteries, electrical, and ignition systems • Bearings - ball and roller • Belts, hoses, gaskets, and seals • Brakes • Bumpers, body, cab, and chassis parts • Emission and exhaust • Engine and drive train • Filters - oil, fuel, air, and transmission • Oils and lubricants - regular and synthetic • Pumps - fuel and water • Safety and security systems • Interior and exterior parts and accessories • Lamps, lighting, mirrors, and wiring • Pumps - fuel and water • Suspension, shocks, struts, and steering • Wipers and washers • Heating and cooling (engine) • Vehicle paint and primer • Tools and equipment • Heavy Duty parts	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Air conditioning, heating, cooling, and climate control	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
67	Alternators, starters, batteries, electrical, and ignition systems	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
68	Bearings - ball and roller	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
69	Belts, hoses, gaskets, and seals	(•) Yes ( ) No	NAPA stocks high quality Gates Brand Belts and Belts in all stores and all Distribution centers.	
70	Brakes	(•) Yes ( ) No	NAPA stocks several different kinds and levels of Brakes, Pads and Rotors in this category at all 6000 NAPA Auto Parts Store Nationwide.	
71	Bumpers, body, cab, and chassis parts	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
72	Emission and exhaust	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
73	Engine and drive train	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
74	Filters - oil, fuel, air, and transmission	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
75	Oils and lubricants - regular and synthetic	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
76	Pumps - fuel and water	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
77	Safety and security systems	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
78	Interior and exterior parts and accessories	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
79	Lamps, lighting, mirrors, and wiring	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
80	Pumps - fuel and water	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
81	Suspension, shocks, struts, and steering	(•) Yes ( ) No	NAPA carries multiple brands of shocks and Struts for steering components at all NAPA stores	
82	Wipers and washers	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
83	Heating and cooling (engine)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
84	Vehicle paint and primer	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
85	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies as described in RFP Section II. B. 1. b.	(•) Yes ( ) No	NAPA sells several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Below are several examples of internal metrics that we will track to optimize our contract growth strategies, if awarded: Overall Contract Member Purchases – our contract reporting system will track overall Sourcewell contract member purchases by agency to ensure contract compliance, contract adoption and overall Sourcewell member satisfaction. Market Coverage – we can identify where we have an active Sourcewell contract presence across our US and Canada markets and pinpoint opportunities for new market growth over the course of the contract. Sourcewell Account Registrations – new Sourcewell member contracts are identified in our reporting system so we can promote growth of the total number of participating entities utilizing the NAPA contract and partnership. Contract Segmentation – we will break out Sourcewell member purchases into industry verticals to identify opportunities to grow in segments where we may be stagnant and develop specific marketing materials to drive new contracts in underutilized categories.	*
87	Describe any electronic service programming subscriptions and service information provided within your proposal along with any associated costs.	NAPA does not provide any electronic service programming subscriptions under the scope of this proposal.	*
88	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Through our Vistex and Qlik reporting software and our dedicated finance, accounting and reporting teams at NAPA headquarters and locally in our operations, NAPA provides customized reporting for hundreds of government and private sector customers on a quarterly basis or as needed by the Sourcewell member, generally within 30 to 45 days after a quarter has ended. Reporting is customizable for each member, so NAPA remains flexible in the format and timing of reporting to meet each customer's needs on a case-by-case basis; the reporting described above is the standard base level that NAPA provides. On an ad-hoc basis, NAPA can provide a specific Sourcewell member with SKU-level data over a specific timeframe and our team is also available to provide an in-depth spending analysis comparing them to other government agencies of similar size and makeup.	*
89	Describe any online parts catalog and ordering capabilities that can be provided or are included. If applicable, identify any additional costs associated with this service.	Our NAPA parts catalog, consisting of more than 465,000 SKUs, is all available online to Sourcewell members. The following are a few of the most common digital methods used to order from us: • NAPA Prolink: NAPA Prolink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 500,000 SKUs, all available on this contract. • Enterprise E-Procurement/Punchout: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products. There is no fee associated with the use of NAPA's online cataloging or NAPA Prolink. Enterprise software integrations, if required by the customer, could have nominal costs that are negotiated on a case-by-case basis before implementing any solutions.	*
90	Identify the vehicle makes for which your offered parts are used.	NAPA provides replacement parts for all light- and heavy-duty makes and models across the US and Canada.	*
91	Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	NAPA provides replacement parts for all engine types across the US and Canada.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Question #9 - Genuine Parts Company 2019 Annual Report.pdf - Wednesday March 24, 2021 12:26:37
- Marketing Plan/Samples - Question #32 - Marketing Materials.pdf - Wednesday March 24, 2021 12:27:31
- WMBE/MBE/SBE or Related Certificates - Question #39 - Corporate Sustainability Plan.pdf - Wednesday March 24, 2021 12:29:32
- Warranty Information (optional)
- Pricing - Pricing - US 9074 & Canada.pdf - Wednesday March 24, 2021 12:29:47
- Upload Additional Document - Question #36 - Autotech Training Brochures.pdf - Wednesday March 24, 2021 12:30:11

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jett Kuntz, Vice President NAPA Fleet and IBS, Genuine Parts Company dba NAPA Auto Parts

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Aftermarket_Vehicle_Parts_RFP_032521 Fri March 19 2021 12:55 PM	☑	1
Addendum_3_Aftermarket_Vehicle_Parts_RFP_032521 Thu March 11 2021 12:31 PM	☑	1
Addendum_2_Aftermarket_Vehicle_Parts_RFP_032521 Fri February 19 2021 04:46 PM	☑	4
Addendum_1_Aftermarket_Vehicle_Parts_RFP_032521 Thu February 18 2021 01:56 PM	☑	2

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **17th day of April 2023 at 10:30 a.m.** on behalf of the Facilities and Community Services Department for **Annual Parks Division Irrigation Supplies – FCS03292023JBII**. 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	Imperial Sprinkler Supply, Anaheim CA	Yes	N/A	$66,625.79
2	Siteone Landscape Supply, Cleveland OH	Yes	N/A	$68,087.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Jocelyn Butters

City Council Meeting **I. 4.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Memoranda of Understanding negotiated by City staff between the City of Redlands and the Redlands Association of Fire Management Employees and Teamsters Local 1932 (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 Memoranda of Understanding between the City of Redlands and the Redlands Association of Fire Management Employees and Teamsters Local 1932.

RECOMMENDATION:

Staff recommends that the City Council approve the Memoranda of Understanding between the City and the Redlands Association of Fire Management Employees and Teamsters Local 1932.

DISCUSSION:

The City's negotiating team and members of the Redlands Association of Fire Management Employees, and Teamsters Local 1932 have met to negotiate their respective Memorandum of Understanding (MOU) for the period of July 1, 2023 through June 30, 2026.

All unit members of each bargaining group will receive a seven (7) percent salary increase for the first year of the contract and two (2) percent salary increases in both years two and three. Other changes include elimination of the two-tier benefit contributions, increases in vacation accruals and deferred compensation, professional development incentives, changes in overtime

calculations, and reimbursement for costs associated with obtaining a commercial license.

The parties have reached agreement and the MOUs have been prepared and are attached for the City Council's consideration.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
James Garland, Assistant Director, Finance
James Estrada, Chief Steward - Teamsters
David Ketcherside, RAFME President

PREPARED BY:
Tommi Ng, Assistant Director, Human Resources/Risk Management

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Fiscal Impact

Fiscal Year:	FY2024-26
Revenue Generating:	No
Appropriation Required Y/N:	No
Account No.:	Various
Discussion:	

Summary of Financial Impact:

	FY2024	FY2025	FY2026	3-Year Total
General Fund	$1,593,309	$1,808,209	$2,000,958	$5,402,476
Other Funds	$2,826,086	$3,222,045	$3,557,500	$9,605,631
Total	**$4,419,395**	**$5,030,254**	**$5,558,458**	**$15,008,107**

Notes:

1. The Fiscal Impact above relates specifically to the RAFME and Teamsters Local 1932 MOU's.
2. These amounts include base salary increases, elimination of the two-tier benefit contributions, and other MOU incentives.
3. Calculations include fully burdened staffing costs such as base salaries, pension costs, and other employer-paid benefits.

Staff will incorporate the financial impact above in the 2023-2024 mid-biennium review process. During this review, staff will be updating revenue and expenditure projections accordingly. Additional appropriations will also be made, if warranted, and taken to the City Council for consideration.

Attachments

RAFME 23-26 Redline
RAFME MOU Final
Teamster 23-26 Redline
Teamster MOU Final
Salary Range Tables 23-24
Hourly Rate Table 23-24

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF REDLANDS

AND

Redlands Association of Fire Management Employees

JULY 1, 2023 – JUNE 30, 2026

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MEMORANDUM OF UNDERSTANDING

BETWEEN

City of Redlands

AND

Redlands Association of Fire Management Employees

July 1, 2023 – June 30, 2026

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Article 15: Shift Differential Pay for Fire Members 6¶
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Article 1: TERM OF AGREEMENT

Except where expressly stated otherwise herein, the City of Redlands ("City") and the Redlands Association of Fire Management Employees ("Association") agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, 2023 and shall expire on June 30, 2026.

Article 2: PREAMBLE

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City and the Association.

Article 3: RECOGNITION

The Association is the recognized employee organization for the personnel employed in the Fire Department occupying the classifications of Fire Battalion Chief and Deputy Fire Chief.

Article 4: MANAGEMENT RIGHTS

The authority of the City includes the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from meeting and conferring on the effects that decisions on these matters may have on wages, hours and working conditions.

Article 5: SALARIES

All Unit members will receive the following salary increases:

A. Effective July 24, 2023: All members will receive a base salary increase of 7%
B. Effective the first pay period following July 1, 2024: All members will receive a base salary increase of 2%
C. Effective the first pay period following July 1, 2025: All members will receive a base salary increase of 2%

Unit members shall not receive any increase to base salary or other compensation during the term of this MOU, other than those increases and compensation expressly set forth in this MOU. Further, all Unit members are responsible for the employee contribution to Social Security and Medicare.

The salary ranges for unit classifications shall be set to the closest rage that ensures a minimum salary differential between unit classifications as follows:

Between Captain and Battalion Chief	15%
Between Battalion Chief and Deputy Chief	21%
Between Deputy Chief and Chief	13%

Article 6: RETIREMENT

A. Only as to unit members hired by the City in any role prior to January 1, 2013 ("Classic Members"), the City shall individually provide the following provisions in its contract with the PERS retirement system:
   1. 3% @ 50 Retirement Formula
   2. Survivor Continuance

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3. Highest Single Year

4. All classic unit members, including those employed by the City prior January 1, 2013, shall individually pay the Government Code section 20678 CALPERS Local Safety Member Contribution as follows: 9% of "compensation" as defined in the Government Code.

B. The Public Employees' Pension Reform Act (PEPRA) and application to PEPRA defined "New Members".

Unit members who are "new members" as defined by the PEPRA (California Government Code section 7522.04(f)), shall be required to pay a PERS member contribution in an amount equal to 50% of the normal cost rate for the Defined Benefit Plan provided for by PEPRA, in which the new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater, pursuant to Government Code section 7522.30.

Those new members shall be enrolled in the 2.7% at 57 benefit plan, as provided for in Government Code section 7522.25(f), with a final compensation measurement period of 36 consecutive months as set forth in Government Code Section 7522.32(a), and their retirement benefits shall be calculated based on "pensionable compensation" (Section 7522.10) rather than compensation earnable (Section 20636).

C. To the extent permitted by law, retirement contributions herein made by the employees shall be made on a pre-tax basis. The City shall report to CalPERS as compensation only the percent, if any, of the member contribution funded by the City.

Article 7: MEDICAL INSURANCE

A. The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City's cafeteria plan that is equal to the difference between the City's minimum contribution and the following amounts:

COVERAGE LEVEL	UPON APPROVAL AND ADOPTION OF AGREEMENT	JANUARY 1, 2024	JANUARY 1, 2025
EE Only	$750	$775	$800
EE + 1 Dependent	$1,500	$1,550	$1,600
EE + Family	$1,950	$2,025	$2,100

B. City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical plan premiums, flexible spending account, and post-employment health plan.

C. The city agrees to provide a stipend of $350.00 on a monthly basis for those employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

D. **RETIREE HEALTH**

1. For all unit members who qualify as an "annuitant" under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars ($397) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989.

2. For unit members hired prior to October 16, 2012, upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, employees who have served a minimum of fifteen (15) years of services with the City of Redlands and who qualify as

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Effective July 1, 2013, Association employees hired prior to City Council adoption of the 2012-2015 MOU shall pay an additional 4.5% of "compensation" as defined in the Government Code, equaling the full 9% of member employee contributions to CalPERS. These contributions shall, at the time of termination, belong to the employee. (See Section E, below.)¶

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Only as to Association employees hired prior to January 1, 2013, the City shall provide the following provisions in its contract with the PERS retirement system:¶
3% @ 50 Retirement Formula ¶

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annuitants under PEMHCA, the City shall contribute to a retiree health savings account the difference between the PEMHCA minimum and the cost of medical, dental and vision insurance premiums for the employee, spouse and eligible dependents ("lifetime health insurance") under the Association's current medical insurance program existing at the time of retirement. Lifetime health insurance shall be at no cost to the retired employee and shall cover the employee and eligible dependents. The plan shall be equal to that provided from time to time to fulltime employees. Lifetime health insurance includes medical, dental, vision care as provided in the unit MOU.

Unit members hired on and/or after October 16, 2012, shall be ineligible to receive this post-retirement benefit.

3. Unit members hired after October 16, 2012 who achieve fifteen (15) years of service and who qualify as an annuitant under PEMHCA shall be entitled to a "medical bridge" program for themselves upon retirement from the City until they become Medicare-eligible. Under the "Medical Bridge," the City will contribute the difference between the PEMHCA minimum and the cost of employee-only coverage for the least expensive equivalent health, vision and dental insurance plan as provided by the City to its then existing unit members through the CalPERS medical plan until the annuitant reaches the age of Medicare eligibility at which time the benefit will cease and annuitants will only receive the PEMHCA minimum contribution. Unit members who receive the medical bridge program can select coverage for dependents, however, the additional cost must be paid for by the annuitant and will not be paid for by the City.

Article 8: VISION CARE

The City agrees to contribute the entire monthly premium for Association employees and their eligible dependents for a vision insurance plan with Medical Eye Services, or its equivalent.

Article 9: DENTAL INSURANCE

The City shall pay the full monthly premium for dental insurance under the Principal Financial dental plan, or its equivalent, for Association employees and all eligible dependents.

Article 10: LIFE INSURANCE

The City provides Association employees with $25,000 of life insurance. Employees may also purchase additional increments of life insurance at the City's group rate.

Article 11: DEFERRED COMPENSATION

Each April, the City of Redlands shall make an annual contribution to deferred compensation on behalf of each Association employee in the amount of $1125 per year + 3% of gross annual salary.

Article 12: EDUCATIONAL INCENTIVE

Unit members in the classification of Battalion Chief will qualify for a 10% increase in base salary upon submitting satisfactory proof of completion of a Bachelor's degree (i.e., official transcripts). Existing unit members as of the adoption of the 2023-2026 Memorandum of Understanding are eligible for a 7.5% increase in base salary upon submitting satisfactory proof of completing of an Associate's degree (i.e., official transcripts). Unit members in the classification of Deputy Fire Chief will qualify for a 10% increase in base salary upon submitting satisfactory proof of completion of a Master's degree (i.e., official transcripts).

Article 13: CERTIFICATION PAY

Unit members in the classification of Battalion Chief with a minimum of 1 year as a Chief Officer with the City of Redlands and certified as a Chief Officer by the Office of the State Fire Marshall shall be compensated 3% of the employee's base monthly salary upon submitting satisfactory proof of the Chief Officer Certification.

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Article 14: UNIFORM ALLOWANCE

Association employees shall receive a uniform allowance in the amount of $1700 per year.

Article 15: INCIDENT ACCOMMODATIONS

Unit members assigned to emergency incidents for extended periods shall be reimbursed for hotel/motel accommodations or other comparable facilities for sleeping and freshening up. With approval of the Fire Chief, the unit member may be reimbursed for up to 1 day prior to the incident to 1 day after the incident assignment. Unit members must comply with requirements related to expense and travel reimbursement as outlined in the City's Personnel Rule and Regulations.

Article 16: LONGEVITY PAY

Employees in the unit with 19 years of continuous service with the City of Redlands shall advance to Step 7 on the salary schedule. In the event that a unit member is not at Step 6 when he/she is eligible for Step 7, the unit member will advance to the next step in their salary range and continue to advance based on merit until the unit member reaches Step 7.

Employees in the unit with 14 years of continuous service with the City of Redlands shall advance to Step 6 on the salary schedule. In the event that a unit member is not at Step 5 when he/she is eligible for Step 6, the unit member will advance to the next step in their salary range and continue to advance based on merit until the unit member reaches Step 6.

Article 17: SHIFT DIFFERENTIAL PAY FOR FIRE MEMBERS

The Fire Battalion Chiefs who are assigned to a forty (40) hour workweek (or 9/80 schedule) shall be compensated at seven and one half percent (7.5%) times the base hourly rate for Shift Differential Pay. This benefit does not apply to Battalion Chiefs who are assigned to the twenty-four (24) hour shift work schedule.

Article 18: HOLIDAYS

A. The City of Redlands currently observes the following holidays, established by Resolution:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31st
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	Fourth Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th

B. In lieu of the above, Shift Battalion Chiefs shall be compensated with fourteen 12-hour holidays per year. This compensation shall be based on 6.46 hours per 14-day pay period.

C. Association employees shall also receive two (2) floating holidays annually. Fire Battalion Chiefs assigned to a twenty-four (24) hour schedule shall receive two (2) twelve (12) hour floating holidays. Floating holidays

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Christmas Eve shall be observed as a holiday when Christmas falls on Tuesday, Wednesday, Thursday, or Friday.¶

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D. Holidays shall be paid at a rate of pay applicable to the shift to which the employee is regularly assigned and shall be include supplemental pay (shift differential, education incentive) which may apply to the specific Association employee. The City will report to CalPERS the Holiday Cash Out amounts. This amount is derived from an employee's left over Holiday Cash Out amount and paid at regular rate, which includes base pay rate and shift differential and educational incentive. The City will report the Holiday Cash Out on an annual basis to CalPERS in January of each year.

Article 19: SICK LEAVE

ACCRUAL

Association employees who work a forty (40) hour week shall accrue sick leave at a rate of 3.7 hours per pay period. Shift employees shall accrue sick leave at a rate of 5.6 hours per pay period; sick leave shall be taken in twenty-four (24) hour shifts.

SICK LEAVE BUY-BACK PROGRAM

Association employees may accumulate sick leave from calendar year to calendar year to an unlimited amount, or participate in the City's Sick Leave Buy Back program. In order to participate in the buy-back, the employee must have a minimum of 96 hours of sick leave on the books. In November of each year, Association employees may elect to be paid cash at their current hourly rate for any hours earned in the following year in accordance with the schedule below, less any sick leave hours used during that period. The payment will occur in November of the following year. The election is irrevocable and may not be changed after the election is made.

MAXIMUM BUY-BACK HOURS PER YEAR	
40 hour personnel	96
Shift Personnel	144

ACCRUAL PAYMENT UPON RETIREMENT

A. Upon service or medical retirement under the PERS retirement plan, or in the event of the death of an Association employee prior to retirement, members with less than fifteen (15) years' of service with the City may elect one of the following options for payment of unused sick leave:
   1. Convert all remaining sick leave accrued at the time of retirement to cash value at the final rate of pay and deposit in the Post Employment Health Plan (PEHP) where it can be used for applicable premiums payable under the City's medical insurance program for the Association member and eligible dependents. In the event that the member dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied towards the premiums of covered dependents until exhausted, subject to the conditions and limitations of the PEHP.
   2. At the time of service retirement, disability retirement, separation, or at the death of an active Association employee, one hundred percent (100%) of accrued sick leave may be cashed out at the prevailing hourly rate.
   3. At the time of retirement or disability retirement extend service credit equal to one hundred percent (100%) of accrued sick leave on the books.

B. In addition, affected Association employees also have the option of being compensated for unused sick leave on the books at the time of retirement by either option A2 or A3 above.

Article 20: DEFINED CONTRIBUTION & CONTRIBUTION PLANS

A. The City shall make available to Association employees a qualified 401a, 401 Defined Contribution, Defined Distribution plan(s) and a Retirement Health Savings Plan, as allowed by law. All programs shall be structured in accordance with the latest IRS rulings.

B. Upon retirement, Association employees shall deposit the cash value of their leave accruals into the 401(a)

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program up to the maximum allowed by law.

C. Association employees who meet the following requirements the first day after the last pay period in October:
   1. 24 hours of available floating holiday for shift personnel or 20 hours of floating holiday for 40 hour personnel; and
   2. Have a 401(a) account in place with the City

   Shall contribute to the 401(a) program leave accruals in the order listed below up to the IRS maximum allowed. Deposits will be made on a pre-tax basis.
   - All sick leave hours in excess of 1350 hours;
   - All comp time in excess of 24 hours;
   - All vacation hours in excess of 400 hours.

Conversion and deposit of available time shall occur during the last pay period in November.

Article 21: VACATION

A. Vacation shall accrue for Association employees based on the following schedule:

YEARS OF SERVICE	HOURS
1 - 5 (0-59 Mos)	80
6 - 7 (60-83 Mos)	120
8 - 9 (84-107 Mos)	128
10–11 (108-131 Mos)	136
12–13 (132-155 Mos)	144
14–15 (156-179 Mos)	152
16–20 (180-239 Mos)	160
21 (240-251 Mos)	168
22 (252-263 Mos)	176
23 (264-275 Mos)	184
24 (276-287 Mos)	192
25 (288+ Mos)	200

B. Vacation shall accrue for Association members on the 24-hour shift based on the following schedule:

YEARS OF SERVICE	SHIFTS
1 – 5 (0-59 Mos)	5
6 – 7 (60-83 Mos)	6
8 – 9 (84-107 Mos)	7
10–13 (108-155 mos)	8
14–15(156-179 Mos)	9
16–19(180-239 Mos)	10
20 + (240+ Mos)	11

Article 22: BEREAVEMENT LEAVE

In the event of the death in the immediate family, Association employees shall be compensated with two (2) days paid leave. In addition, eligible employees may be allowed to use accrued sick leave with full pay not to exceed three (3) days.

Article 23: PERSONAL LEAVE

Association employees may use up to a maximum of eight (8) hours of accrued sick leave per year for personal leave, subject to advance approval by his/her supervisor.

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Article 24: EXECUTIVE LEAVE

Association employees (with the exception of the shift B.C.'s) shall receive one hundred and twenty (120) hours of executive leave annually. Shift B.C.'s shall receive twenty-four (24) hours of executive leave annually. This leave must be used within the calendar year, or it will be removed from the books as of December 31st of each year.

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Article 25: COMPENSATORY TIME OFF AND OVERTIME

A. Forty (40) hour Chiefs are exempt from the requirements of the FLSA and therefore ineligible to accrue compensatory time off or earn overtime pay at 1 ½ times their hourly rate. Fire Battalion Chiefs shall earn overtime at time and one half for those hours worked in excess of fifty-three (53) hours in one week, only when assigned to and actually working as suppression shift personnel. Fire classifications eligible to receive Compensatory Time shall have a maximum accrual of two hundred-forty (240) hours.
B. Association employees ineligible to receive overtime compensation may receive overtime pay at time and one half of salary in certain situations ONLY if the hours are reimbursed by a third party, such as reimbursable mutual aid calls or billable contracts.
C. Computation of overtime for eligible Association employees shall exclude time paid for holidays, vacation, sick leave, military leave, administrative leave, workers' compensation, and compensatory time off.
D. Compensation for overtime for eligible employees shall be paid the payday following the seven (7) day work period in which the overtime is earned.

Article 26: WORKWEEK

Association members may be eligible to work a 4/10 schedule. This schedule shall be approved by the Fire Chief.

Article 27: FIRE BATTALION CHIEF STAFFING

The City agrees that a minimum of one (1) Battalion Chief shall be on staff per twenty-four (24) shift.

Article 28: NO STRIKE PROVISIONS

The Association agrees that it shall not authorize, instigate, aid, condone, or engage in any strike which will interrupt or interfere with the operation of the City. The City places the Association on notice of its intention and right to terminate any employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

Article 29: PREVAILING BENEFITS

All terms and conditions of employment set forth in this MOU, including past practices defined as such by prevailing law and which clarify the meaning of a contract provision, will remain in full force and effect for the term of this MOU unless modified by mutual agreement of the parties. All other matters affecting terms and conditions of employment and which constitute actual past practices defined as such by prevailing law, shall be subject to change during the term of this MOU either by mutual agreement or by virtue of the meet and confer process and any applicable impasse resolution procedures being completed.

Article 30: SAVINGS CLAUSE

Should any provision of this MOU or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the City and Association shall meet and confer immediately upon what constitutes an equivalent benefit to that which was determined to be unlawful. Such equivalent benefit will be implemented retroactive to the date the old benefit ceased. The remaining parts or portions of this MOU shall remain in full force and effect.

Article 31: EQUIVALENT BENEFITS

If during the term of this MOU, another Redlands safety unit negotiates an increase to compensation in the following areas: base salary, tuition reimbursement, education incentive or leave accrual, such terms shall become applicable

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to Association members who shall receive an equivalent increase in compensation, *only if the change in compensation results in a net increase in total compensation (i.e. the value of City provided benefits) to any unit member in the other safety unit.*

Article 32: DEATH OF EMPLOYEE

If an Association employee dies while on duty, the City shall calculate compensation for the entire shift. The eligible dependents of deceased employees shall be entitled to benefits as follows:

1. Sick leave accruals, lifetime medical insurance and other applicable benefits shall be calculated and/or compensated according to the eligibility requirements stated in the current MOU.
2. In the event the deceased employee qualified for a service retirement (i.e. age 50 and with a minimum of five (5) years of service with the City), the City shall calculate and/or compensate benefits in the same manner as an employee service retirement.

Article 33: DROP PROGRAM

Should the Deferred Retirement Optional Program (DROP) become available, upon the request of the Association, the City agrees to meet regarding the possible implementation of the program.

Article 34: ZIPPER CLAUSE

The parties agree that all negotiable items have been discussed during negotiations leading to this MOU, including salaries and benefits, and conditions of employment and therefore further agree that negotiations will not be reopened on any item during the life of this MOU except my mutual agreement or as provided elsewhere in this MOU.

Article 35: SIGNATURE

CITY OF REDLANDS	REDLANDS ASSOCIATION OF FIRE MANAGEMENT EMPLOYEES
Eddie Tejeda, Mayor Date	David Ketcherside, President Date
Attest:	
Jeanne Donaldson, City Clerk Date	

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MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF REDLANDS

AND

Redlands Association of Fire Management Employees

JULY 1, 2023 – JUNE 30, 2026

MEMORANDUM OF UNDERSTANDING

BETWEEN

City of Redlands

AND

Redlands Association of Fire Management Employees

July 1, 2023 – June 30, 2026

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Article 1: TERM OF AGREEMENT

Except where expressly stated otherwise herein, the City of Redlands ("City") and the Redlands Association of Fire Management Employees ("Association") agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, 2023 and shall expire on June 30, 2026.

Article 2: PREAMBLE

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City and the Association.

Article 3: RECOGNITION

The Association is the recognized employee organization for the personnel employed in the Fire Department occupying the classifications of Fire Battalion Chief and Deputy Fire Chief.

Article 4: MANAGEMENT RIGHTS

The authority of the City includes the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from meeting and conferring on the effects that decisions on these matters may have on wages, hours and working conditions.

Article 5: SALARIES

All Unit members will receive the following salary increases:

A. Effective July 24, 2023: All members will receive a base salary increase of 7%
B. Effective the first pay period following July 1, 2024: All members will receive a base salary increase of 2%
C. Effective the first pay period following July 1, 2025: All members will receive a base salary increase of 2%

Unit members shall not receive any increase to base salary or other compensation during the term of this MOU, other than those increases and compensation expressly set forth in this MOU. Further, all Unit members are responsible for the employee contribution to Social Security and Medicare.

The salary ranges for unit classifications shall be set to the closest rage that ensures a minimum salary differential between unit classifications as follows:

Between Captain and Battalion Chief	15%
Between Battalion Chief and Deputy Chief	21%
Between Deputy Chief and Chief	13%

Article 6: RETIREMENT

A. Only as to unit members hired by the City in any role prior to January 1, 2013 ("Classic Members"), the City shall individually provide the following provisions in its contract with the PERS retirement system:

1. 3% @ 50 Retirement Formula
2. Survivor Continuance
3. Highest Single Year
4. All classic unit members, including those employed by the City prior January 1, 2013, shall individually pay the Government Code section 20678 CALPERS Local Safety Member Contribution as follows: 9% of "compensation" as defined in the Government Code.

B. The Public Employees' Pension Reform Act (PEPRA) and application to PEPRA defined "New Members".

Unit members who are "new members" as defined by the PEPRA (California Government Code section 7522.04(f)), shall be required to pay a PERS member contribution in an amount equal to 50% of the normal cost rate for the Defined Benefit Plan provided for by PEPRA, in which the new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater, pursuant to Government Code section 7522.30.

Those new members shall be enrolled in the 2.7% at 57 benefit plan, as provided for in Government Code section 7522.25(f), with a final compensation measurement period of 36 consecutive months as set forth in Government Code Section 7522.32(a), and their retirement benefits shall be calculated based on "pensionable compensation" (Section 7522.10) rather than compensation earnable (Section 20636).

C. To the extent permitted by law, retirement contributions herein made by the employees shall be made on a pre-tax basis. The City shall report to CalPERS as compensation only the percent, if any, of the member contribution funded by the City.

Article 7: MEDICAL INSURANCE

A. The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City's cafeteria plan that is equal to the difference between the City's minimum contribution and the following amounts:

COVERAGE LEVEL	UPON APPROVAL AND ADOPTION OF AGREEMENT	JANUARY 1, 2024	JANUARY 1, 2025
EE Only	$750	$775	$800
EE + 1 Dependent	$1,500	$1,550	$1,600
EE + Family	$1,950	$2,025	$2,100

B. City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical plan premiums, flexible spending account, and post-employment health plan.

C. The city agrees to provide a stipend of $350.00 on a monthly basis for those employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

D. **RETIREE HEALTH**

1. For all unit members who qualify as an "annuitant" under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars ($397) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989.

2. For unit members hired prior to October 16, 2012, upon service or disability retirement under the PERS retirement plan, or in the event of the death of an employee prior to retirement, employees who have

served a minimum of fifteen (15) years of services with the City of Redlands and who qualify as annuitants under PEMHCA, the City shall contribute to a retiree health savings account the difference between the PEMHCA minimum and the cost of medical, dental and vision insurance premiums for the employee, spouse and eligible dependents ("lifetime health insurance") under the Association's current medical insurance program existing at the time of retirement. Lifetime health insurance shall be at no cost to the retired employee and shall cover the employee and eligible dependents. The plan shall be equal to that provided from time to time to fulltime employees. Lifetime health insurance includes medical, dental, vision care as provided in the unit MOU.

Unit members hired on and/or after October 16, 2012, shall be ineligible to receive this post-retirement benefit.

3. Unit members hired after October 16, 2012 who achieve fifteen (15) years of service and who qualify as an annuitant under PEMHCA shall be entitled to a "medical bridge" program for themselves upon retirement from the City until they become Medicare-eligible. Under the "Medical Bridge," the City will contribute the difference between the PEMHCA minimum and the cost of employee-only coverage for the least expensive equivalent health, vision and dental insurance plan as provided by the City to its then existing unit members through the CalPERS medical plan until the annuitant reaches the age of Medicare eligibility at which time the benefit will cease and annuitants will only receive the PEMHCA minimum contribution. Unit members who receive the medical bridge program can select coverage for dependents, however, the additional cost must be paid for by the annuitant and will not be paid for by the City.

Article 8: VISION CARE

The City agrees to contribute the entire monthly premium for Association employees and their eligible dependents for a vision insurance plan with Medical Eye Services, or its equivalent.

Article 9: DENTAL INSURANCE

The City shall pay the full monthly premium for dental insurance under the Principal Financial dental plan, or its equivalent, for Association employees and all eligible dependents.

Article 10: LIFE INSURANCE

The City provides Association employees with $25,000 of life insurance. Employees may also purchase additional increments of life insurance at the City's group rate.

Article 11: DEFERRED COMPENSATION

Each April, the City of Redlands shall make an annual contribution to deferred compensation on behalf of each Association employee in the amount of $1125 per year + 3% of gross annual salary.

Article 12: EDUCATIONAL INCENTIVE

Unit members in the classification of Battalion Chief will qualify for a 10% increase in base salary upon submitting satisfactory proof of completion of a Bachelor's degree (i.e., official transcripts). Existing unit members as of the adoption of the 2023-2026 Memorandum of Understanding are eligible for a 7.5% increase in base salary upon submitting satisfactory proof of completing of an Associate's degree (i.e., official transcripts). Unit members in the classification of Deputy Fire Chief will qualify for a 10% increase in base salary upon submitting satisfactory proof of completion of a Master's degree (i.e., official transcripts).

Article 13: CERTIFICATION PAY

Unit members in the classification of Battalion Chief with a minimum of 1 year as a Chief Officer with the City of Redlands and certified as a Chief Officer by the Office of the State Fire Marshall shall be compensated 3% of the employee's base monthly salary upon submitting satisfactory proof of the Chief Officer Certification.

Article 14: UNIFORM ALLOWANCE

Association employees shall receive a uniform allowance in the amount of $1700 per year.

Article 15: INCIDENT ACCOMMODATIONS

Unit members assigned to emergency incidents for extended periods shall be reimbursed for hotel/motel accommodations or other comparable facilities for sleeping and freshening up. With approval of the Fire Chief, the unit member may be reimbursed for up to 1 day prior to the incident to 1 day after the incident assignment. Unit members must comply with requirements related to expense and travel reimbursement as outlined in the City's Personnel Rule and Regulations.

Article 16: LONGEVITY PAY

Employees in the unit with 19 years of continuous service with the City of Redlands shall advance to Step 7 on the salary schedule. In the event that a unit member is not at Step 6 when he/she is eligible for Step 7, the unit member will advance to the next step in their salary range and continue to advance based on merit until the unit member reaches Step 7.

Employees in the unit with 14 years of continuous service with the City of Redlands shall advance to Step 6 on the salary schedule. In the event that a unit member is not at Step 5 when he/she is eligible for Step 6, the unit member will advance to the next step in their salary range and continue to advance based on merit until the unit member reaches Step 6.

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The Fire Battalion Chiefs who are assigned to a forty (40) hour workweek (or 9/80 schedule) shall be compensated at seven and one half percent (7.5%) times the base hourly rate for Shift Differential Pay. This benefit does not apply to Battalion Chiefs who are assigned to the twenty-four (24) hour shift work schedule.

Article 18: HOLIDAYS

A. The City of Redlands currently observes the following holidays, established by Resolution:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
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Christmas Eve	December 24th
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B. In lieu of the above, Shift Battalion Chiefs shall be compensated with fourteen 12-hour holidays per year. This compensation shall be based on 6.46 hours per 14-day pay period.

C. Association employees shall also receive two (2) floating holidays annually. Fire Battalion Chiefs assigned to a twenty-four (24) hour schedule shall receive two (2) twelve (12) hour floating holidays. Floating holidays accrued but not used shall be paid in January of the following year.

D. Holidays shall be paid at a rate of pay applicable to the shift to which the employee is regularly assigned and shall be include supplemental pay (shift differential, education incentive) which may apply to the specific Association employee. The City will report to CalPERS the Holiday Cash Out amounts. This amount is derived from an employee's left over Holiday Cash Out amount and paid at regular rate, which includes base pay rate and shift differential and educational incentive. The City will report the Holiday Cash Out on an annual basis to CalPERS in January of each year.

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SICK LEAVE BUY-BACK PROGRAM

Association employees may accumulate sick leave from calendar year to calendar year to an unlimited amount, or participate in the City's Sick Leave Buy Back program. In order to participate in the buy-back, the employee must have a minimum of 96 hours of sick leave on the books. In November of each year, Association employees may elect to be paid cash at their current hourly rate for any hours earned in the following year in accordance with the schedule below, less any sick leave hours used during that period. The payment will occur in November of the following year. The election is irrevocable and may not be changed after the election is made.

MAXIMUM BUY-BACK HOURS PER YEAR	
40 hour personnel	96
Shift Personnel	144

ACCRUAL PAYMENT UPON RETIREMENT

A. Upon service or medical retirement under the PERS retirement plan, or in the event of the death of an Association employee prior to retirement, members with less than fifteen (15) years' of service with the City may elect one of the following options for payment of unused sick leave:
   1. Convert all remaining sick leave accrued at the time of retirement to cash value at the final rate of pay and deposit in the Post Employment Health Plan (PEHP) where it can be used for applicable premiums payable under the City's medical insurance program for the Association member and eligible dependents. In the event that the member dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied towards the premiums of covered dependents until exhausted, subject to the conditions and limitations of the PEHP.
   2. At the time of service retirement, disability retirement, separation, or at the death of an active Association employee, one hundred percent (100%) of accrued sick leave may be cashed out at the prevailing hourly rate.
   3. At the time of retirement or disability retirement extend service credit equal to one hundred percent (100%) of accrued sick leave on the books.

B. In addition, affected Association employees also have the option of being compensated for unused sick leave on the books at the time of retirement by either option A2 or A3 above.

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A. The City shall make available to Association employees a qualified 401a, 401 Defined Contribution, Defined Distribution plan(s) and a Retirement Health Savings Plan, as allowed by law. All programs shall be structured in accordance with the latest IRS rulings.

B. Upon retirement, Association employees shall deposit the cash value of their leave accruals into the 401(a) program up to the maximum allowed by law.

C. Association employees who meet the following requirements the first day after the last pay period in October:

1. 24 hours of available floating holiday for shift personnel or 20 hours of floating holiday for 40 hour personnel; and
2. Have a 401(a) account in place with the City

Shall contribute to the 401(a) program leave accruals in the order listed below up to the IRS maximum allowed. Deposits will be made on a pre-tax basis.

All sick leave hours in excess of 1350 hours;
All comp time in excess of 24 hours;
All vacation hours in excess of 400 hours.

Conversion and deposit of available time shall occur during the last pay period in November.

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A. Vacation shall accrue for Association employees based on the following schedule:

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24 (276-287 Mos)	192
25 (288+ Mos)	200

B. Vacation shall accrue for Association members on the 24-hour shift based on the following schedule:

YEARS OF SERVICE	SHIFTS
1 – 5 (0-59 Mos)	5
6 – 7 (60-83 Mos)	6
8 – 9 (84-107 Mos)	7
10–13 (108-155 mos)	8
14–15(156-179 Mos)	9
16–19(180-239 Mos)	10
20 + (240+ Mos)	11

Article 22: BEREAVEMENT LEAVE

In the event of the death in the immediate family, Association employees shall be compensated with two (2) days paid leave. In addition, eligible employees may be allowed to use accrued sick leave with full pay not to exceed three (3) days.

Article 23: PERSONAL LEAVE

Association employees may use up to a maximum of eight (8) hours of accrued sick leave per year for personal leave, subject to advance approval by his/her supervisor.

Article 24: EXECUTIVE LEAVE

Association employees (with the exception of the shift B.C.'s) shall receive one hundred and twenty (120) hours of executive leave annually. Shift B.C.'s shall receive twenty-four (24) hours of executive leave annually. This leave must be used within the calendar year, or it will be removed from the books as of December 31st of each year.

Article 25: COMPENSATORY TIME OFF AND OVERTIME

A. Forty (40) hour Chiefs are exempt from the requirements of the FLSA and therefore ineligible to accrue compensatory time off or earn overtime pay at 1 ½ times their hourly rate. Fire Battalion Chiefs shall earn overtime at time and one half for those hours worked in excess of fifty-three (53) hours in one week, only when assigned to and actually working as suppression shift personnel. Fire classifications eligible to receive Compensatory Time shall have a maximum accrual of two hundred-forty (240) hours.
B. Association employees ineligible to receive overtime compensation may receive overtime pay at time and one half of salary in certain situations ONLY if the hours are reimbursed by a third party, such as reimbursable mutual aid calls or billable contracts.
C. Computation of overtime for eligible Association employees shall exclude time paid for holidays, vacation, sick leave, military leave, administrative leave, workers' compensation, and compensatory time off.
D. Compensation for overtime for eligible employees shall be paid the payday following the seven (7) day work period in which the overtime is earned.

Article 26: WORKWEEK

Association members may be eligible to work a 4/10 schedule. This schedule shall be approved by the Fire Chief.

Article 27: FIRE BATTALION CHIEF STAFFING

The City agrees that a minimum of one (1) Battalion Chief shall be on staff per twenty-four (24) shift.

Article 28: NO STRIKE PROVISIONS

The Association agrees that it shall not authorize, instigate, aid, condone, or engage in any strike which will interrupt or interfere with the operation of the City. The City places the Association on notice of its intention and right to terminate any employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

Article 29: PREVAILING BENEFITS

All terms and conditions of employment set forth in this MOU, including past practices defined as such by prevailing law and which clarify the meaning of a contract provision, will remain in full force and effect for the term of this MOU unless modified by mutual agreement of the parties. All other matters affecting terms and conditions of employment and which constitute actual past practices defined as such by prevailing law, shall be subject to change during the term of this MOU either by mutual agreement or by virtue of the meet and confer process and any applicable impasse resolution procedures being completed.

Article 30: SAVINGS CLAUSE

Should any provision of this MOU or the application of such provision be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the City and Association shall meet and confer immediately upon what constitutes an equivalent benefit to that which was determined to be unlawful. Such equivalent benefit will be implemented retroactive to the date the old benefit ceased. The remaining parts or portions of this MOU shall remain in full force and effect.

Article 31: EQUIVALENT BENEFITS

If during the term of this MOU, another Redlands safety unit negotiates an increase to compensation in the following areas: base salary, tuition reimbursement, education incentive or leave accrual, such terms shall become applicable to Association members who shall receive an equivalent increase in compensation, *only if the change in compensation results in a net increase in total compensation (i.e. the value of City provided benefits) to any unit member in the other safety unit.*

Article 32: DEATH OF EMPLOYEE

If an Association employee dies while on duty, the City shall calculate compensation for the entire shift. The eligible dependents of deceased employees shall be entitled to benefits as follows:

1. Sick leave accruals, lifetime medical insurance and other applicable benefits shall be calculated and/or compensated according to the eligibility requirements stated in the current MOU.
2. In the event the deceased employee qualified for a service retirement (i.e. age 50 and with a minimum of five (5) years of service with the City), the City shall calculate and/or compensate benefits in the same manner as an employee service retirement.

Article 33: DROP PROGRAM

Should the Deferred Retirement Optional Program (DROP) become available, upon the request of the Association, the City agrees to meet regarding the possible implementation of the program.

Article 34: ZIPPER CLAUSE

The parties agree that all negotiable items have been discussed during negotiations leading to this MOU, including salaries and benefits, and conditions of employment and therefore further agree that negotiations will not be reopened on any item during the life of this MOU except my mutual agreement or as provided elsewhere in this MOU.

Article 35: SIGNATURE

CITY OF REDLANDS
Eddie Tejeda, Mayor Date Attest:
Jeanne Donaldson, City Clerk Date

REDLANDS ASSOCIATION OF FIRE MANAGEMENT EMPLOYEES
David Ketcherside, President Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF REDLANDS

AND

TEAMSTERS LOCAL #1932

JULY 1, 2023 - JUNE 30, 2026

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12047490.3 RE035-041

Between

The City of Redlands

And

Teamsters Local #1932

July 1, 2023– June 30, 2026

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Article 1. TERM OF MEMORANDUM OF UNDERSTANDING

Except where expressly stated otherwise herein, the City and the union agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, 2023 and shall expire on June 30, 2026.

Article 2. PREAMBLE

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City of Redlands (hereinafter referred to as "City") and the General Employees Association represented by the Teamsters Local 1932 (hereinafter referred to as "Union").

Article 3. RECOGNITION

A unit employee shall be defined as an employee of the City and assigned to the General Unit by the City Manager in accordance with City policies and procedures.

Article 4. MANAGEMENT RIGHTS

The authority of the City includes:

- The exclusive right to determine the mission of its constituent departments, commissions and boards;
- Set standards of service;
- Determine the procedures and standards of selection for employment and promotion;
- Direct its employees;
- Take disciplinary action;
- Relieve its employees from duty because of lack of work or for other legitimate reasons;
- Maintain the efficiency of work;
- Maintain the efficiency of governmental operations;
- Determine the methods, means and personnel by which government operations are to be conducted;
- Determine the content of job classifications;
- Take all necessary actions to carry out its mission in emergencies;
- Exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from meeting and conferring over effects on matters within the scope of representation.

Article 5. SALARIES

Unit members shall receive the following salary increases:

a. Effective the July 24, 2023, all unit employees will receive a seven percent (7%) increase to base salary. Any and all economic terms in this Agreement will be effective July 24, 2023.

b. Effective the first full pay period following July 1, 2024, all unit members will receive a two percent (2%) increase to base salary.

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c. Effective the first full pay period following July 1, 2025, all unit members will receive a two percent (2%) increase to base salary.

Article 6. RETIREMENT

A. Classic Members

1. All "classic" unit members including those first employed on and after March 11, 2010, shall personally fund 100% of the 7% of compensation earnable as and for the individual member's normal employee PERS contribution. (The term "classic" member is defined in the Public Employee's Pension Reform Act of 2013-"PEPRA.")

   All "classic" member normal contributions required to be paid by the member, whether paid by the employer or the member, shall be credited to the member's CalPERS account.

   The City shall adopt the necessary resolution(s) so that individual member contributions made by the employee may be excluded from taxable income pursuant to Section 414(h)(2) of the United States Internal Revenue Code.

   Whether as authorized by Government Code § 20692, 20636(c)(4) or any other statutory or legal basis, the City shall not report to CalPERS as any type of compensation, any portion of the normal employee PERS contributions required by PERS which are funded by the employee.

2. The City shall continue to include in this contract with CalPERS, the following provisions:

HIGHEST SINGLE YEAR
SURVIVOR CONTINUANCE
2% @ 55 RETIREMENT FORMULA

B. New Members

1. The Public Employee's Pension Reform Act of 2013 – "PEPRA" (signed by the Governor on 09/07/12,) shall in its entirety be given full force and effect as it may from time to time exist, during and after the term of this MOU, as described below.

2. Unit employees who are "new members" as defined in the PEPRA, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate (as defined and calculated by CalPERS) for the Defined Benefit Plan in which said newly hired member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code section 7522.30)

3. Unit employees who are "new members," as defined in the PEPRA, on and after January 1, 2013, shall be enrolled in the retirement plan of 2%@62 (Government Code section 7522.20(a), with final pensionable compensation (as defined for new members in Government Code § 7522.34) being determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months. (Government Code § 7522.32(a).)

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Effective the first payroll period commencing on or after City Council adoption of the 2012-2015 MOU and adoption by the Council and implementation of necessary CalPERS resolution(s) addressing the amount of employer funding of "classic" normal member employee CalPERS contributions, all "classic" unit members employed prior to March 11, 2010 shall individually fund 3.0% of compensation earnable (42.87% of the 7% of compensation earnable, which is presently the maximum "classic" normal member employee CALPERS contribution) as and for the unit member's normal employee PERS. "Classic" unit members hired on or after March 11, 2010 shall continue to individually fund 5% of compensation earnable as and for the individual member's normal employee PERS contribution.

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Moved (insertion) [1]: The City shall continue to include in this contract with CalPERS, the following provisions:¶
HIGHEST SINGLE YEAR

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Article 7. LONGEVITY PAY

A. Employees with fifteen (15) years continuous service with the City shall advice to Step "5" on the salary schedule which shall be a minimum of three percent (3%) higher than Step "4," effective with the beginning of the pay period closest to completion of their 15th year of service.

B. Employees with twenty (20) years continuous service with the City shall advance to Step "6" on the salary schedule which shall be a minimum of two percent (2%) higher than Step "5," effective with the beginning of the pay period beginning closest to completion of their 20th year of service.

C. In the event that an employee is not at Step "4" when he/she is eligible for Step "5," at the completion of fifteen (15) years of service, the employee will advance to the next step in the salary range, and continue to advance based on merit until the employee reaches Step "5."

D. In the event that an employee is not at Step "5" when he/she is eligible for Step "6," at the completion of twenty (20) years of service, the employee will advance to the next step in the salary range, and continue to advance based on merit until the employee reaches Step "6."

Article 8. OVERTIME

A. Overtime pay shall be earned at time and one-half for all hours. The employee may elect to earn compensatory time off, at one and one-half time, in lieu of overtime pay. For shifts that exceed 12 hours, employees will be paid double time or earn compensatory time off at double time rate. Overtime must be paid at the time it is worked or accrued as compensatory time. Accrued compensatory time will not be paid off in lump sum except at termination and only for those hours on the official payroll records.

B. Paid leave time -- which encompasses vacation, sick, floating holiday, and compensatory time -- shall not be considered hours worked for the computation of overtime. Paid holiday time and jury duty shall be considered hours worked for the computation of overtime.

C. Any employee who works overtime in excess of three and one-half (3½) hours, provided that employee has worked eight (8) hours in addition to the three and one-half (3½) hours, will be entitled to have a meal at the expense of the City or be entitled to be reimbursed for a meal, either during the incident for which the employee is working overtime for or at discharge from the incident. The cost of the reimbursement shall not exceed the US General Services Administration's guidelines for "Dinner" in San Bernardino County for the date of the incident.

Article 9. CERTIFICATION PAY

Employees in the classifications of Water Distribution Operator and Water Distribution Crew Leader who obtain State issued water distribution certificates above and beyond the minimum requirements as set forth in their respective job description shall be eligible for an additional three percent (3%) of base salary for each additional certificate.

Article 10. WORKING OUT OF CLASSIFICATION PAY

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed, said employee shall be entitled to receive out of classification pay for the period of time that the employee works out of classification. Employees approved to work out of class shall be placed at Step 0 of the classification in which they are

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working. If Step 0 does not provide a 5% increase, the employee will be placed at the step on the range that provides a 5% increase. Placement will not exceed Step 4 of the range.

A. In order to receive out of classification pay the following provisions must occur:

1. A vacancy or absence must exist for out of classification pay to be paid.
2. The employee receiving out of classification pay must perform essentially all of the functions of the higher classification in order to receive compensation.
3. The employee shall meet the minimum qualifications for the higher classification in order to be eligible for out of classification pay.
4. The employee shall have completed five (5) consecutive full work days in the higher classification and shall then be eligible for out of classification pay commencing with the sixth (6th) consecutive day working out of classification and continuing for all consecutive days worked thereafter

C. Working out of classification pay will only be authorized upon recommendation to and approval by the Director, Human Resources/Risk Management by the Department Head and will require a Personnel Action Form with supporting documentation justifying the assignment.

Article 11. SPECIAL ASSIGNMENT PAY

Employees performing in a capacity beyond the normal scope of their duties, and with increased and direct responsibility and personal liability for City operations shall be eligible for Special Assignment Pay. Special Assignment Pay shall be at a flat rate not to exceed ten percent (10%) of base salary. Special Assignment Pay will only be authorized upon Department Head recommendation, Human Resources Director concurrence and City Manager approval.

Article 12. CALL BACK PAY

A. An employee will be eligible for Call Back Pay when an employee is called in to work outside of their scheduled shift. Call back time will be reimbursed based on a minimum two (2) hour block at time and one-half, with the exception that employees will be reimbursed based on a minimum three-hour block at time and one-half if the call back is between the hours of 12:00 a.m. and 7:00 a.m.

B. When an employee has worked at least two (2) hours during the eight (8) hours prior to the commencement of his/her regular work schedule, the employee shall report to duty at the regular scheduled shift immediately commencing ten (10) hours after the end of the callback assignment.

When an employee has worked (4) continuous hours within eight (8) hours prior to his/her regular start time, he/she shall get the next day off and shall be compensated at the regular rate of pay for the time off

C. Where the working of call back time results in the employee starting his/her regularly scheduled shift after the regularly scheduled shift commences, the missed hours of work shall not be deducted from the employee's hours worked total for the weekly work period.

Article 13. STAND-BY PAY

A. Employees in the General Employees unit of representation assigned to standby duty shall receive one (1) hour of pay at straight time for standby duty on a week day and four (4) hours of straight time pay for standby duty on a regularly scheduled day off, weekend day or holiday.

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B. In order to qualify for standby pay employees must:

1. Be available via a city issued device;
2. Be able to report to the worksite within thirty (30) minutes; and,
3. Not consume alcoholic beverages or any other debilitating drug while on standby.

Any employee who is unable to respond within thirty (30) minutes may be eliminated from the standby rotation.

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Article 14. SCHEDULED RECALL TO WORK

The City agrees that when employees of the Municipal Utilities and Engineering Department are recalled or scheduled to return to work for water system installation or a maintenance project between the hours of 12 midnight and 4:00 a.m., said employees shall receive time and one-half for all hours worked. Employees performing in this capacity shall automatically report to duty on their regularly scheduled shift immediately after a ten (10) hour rest period has occurred from the ending time of the scheduled or recall work assignment.

Article 15. SHIFT DIFFERENTIAL

The City agrees to provide a five-percent (5%) shift differential to those employees who work one-half of their regularly scheduled shifts after 7:00 p.m., not to include overtime, special assignments, emergency hours, etc. worked after 7:00 p.m. The shift differential shall apply to the full regularly scheduled shift.

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Article 16. UNIFORM ALLOWANCE

A. Uniformed **employees** shall in lieu of the uniform allowance, be provided uniform rental and laundering services at City expense (valued at $125 per year). Upon termination of employment, employees whose uniforms were provided to them will be required to return the uniforms to the City. It is a requirement that employees wear the designated uniform and appropriate footwear to work daily. Classifications covered by this provision are:

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Deleted: and a boot/footwear allowance in the amount of one hundred and fifty dollars ($150.00) per year. Eligible employees may also submit receipts for up to an additional $150.00 reimbursement for required boot/footwear. Employees in the classification of Code Enforcement Officer, in lieu of uniform rental and laundering services, shall be eligible for reimbursement for the cost of uniform shirts up to $200 per fiscal year.

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Asphalt Worker	Solid Waste Truck Driver
Building Maintenance Worker	Sr. Asphalt Worker
Cemetery Caretaker II	Sr. Building Maintenance Worker
Cemetery Crew Leader	Sr. Customer Service Field Technician
Cross Connection Control Inspector	Sr. Equipment Operator
Customer Service Field Technician	Sr. Grounds Maintenance Worker I/II
Electrical and Instrumentation Apprentice	Sr. Grove Maintenance Worker
Electrical and Instrumentation Technician	Sr. Street Maintenance Worker I/II
Electrician	Sr. Water Quality Technician
Equipment Mechanic I/II	Tree Trimmer I/II
Equipment Operator OIT/I/II	Utilities Maintenance Foreperson
Fire Mechanic	Wastewater Collection Systems Worker I/II/III
Grounds Maintenance Worker I/II	Wastewater Facilities Operator I/II/III/IV/V
Grover Maintenance Worker	Water Distribution Crew Leader

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Laboratory Analyst I/II/III/IV	Water Distribution Operator
Maintenance Worker I/II	Water Meter Reader I/II
Plant Mechanic I/II	Water Quality Technician I/II
Sign & Paint Worker	Water Treatment Operator I/II/III/IV/V
	Welder

B. The following employees shall in lieu of the clothing allowance be provided five (5) Polo Shirts/T Shirts twice a year, in January and July:

Building Inspector I/II (Polo)	Program Specialist (T-shirt)
Code Enforcement Officer I/II (Polo)	Sr. Building Inspector (Polo)
Program Aid (T-Shirt)	Sr. Code Enforcement Officer (Polo)

C. **Non-uniformed employees** in this unit on payroll as of June 1 of each year and at the time the check is issued shall receive an annual three hundred dollars ($300.00) bonus in lieu of the uniform allowance. This bonus will not be reported to PERS as compensation.

D. Classifications listed below on payroll as of June 1 of each year and at the time the check is issued shall receive an annual $300.00 for required boot/footwear.

Asphalt Worker	Sr. Asphalt Worker
Building Inspector I/II	Sr. Building Inspector
Building Maintenance Worker	Sr. Building Maintenance Worker
Cemetery Caretaker II	Sr. Code Enforcement Officer
Cemetery Crew Leader	Sr. Construction Inspector
Code Enforcement Officer I/II	Sr. Customer Service Field Technician
Construction Inspector	Sr. Equipment Operator
Cross Connection Control Inspector	Sr. Grounds Maintenance Worker I/II
Customer Service Field Technician	Sr. Grove Maintenance Worker
Electrical and Instrumentation Apprentice	Sr. Street Maintenance Worker I/II
Electrical and Instrumentation Technician	Sr. Water Quality Technician
Electrician	Tree Trimmer I/II
Equipment Mechanic I/II	Utilities Maintenance Foreperson
Equipment Operator OIT/I/II	Wastewater Collections System Supervisor
Fire Mechanic	Wastewater Collection Systems Worker I/II/III
Grounds Maintenance Worker I/II	Wastewater Facilities Operator I/II/III/IV/V
Grove Maintenance Worker	Wastewater Supervisor
Laboratory Analyst I/II/III/IV	Water Distribution Crew Leader
Maintenance Worker I/II	Water Distribution Operator
NPDES Inspector I/II	Water Distribution Supervisor
Plant Mechanic I/II	Water Meter Reader I/II
Regulatory Compliance Officer	Water Production Maintenance Supervisor

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Sign & Paint Worker	Water Production Operations Supervisor
Solid Waste Route Coordinator	Water Quality Technician I/II
Solid Waste Truck Driver	Water Treatment Operator I/II/III/IV/V
	Welder

E. Employees new to a classification listed in Section D shall receive one half (1/2) of the annual footwear allowance, to be followed on June 1st of their first year with the second half of the footwear allowance.

F. The parties recognize that their best efforts have been made to list the appropriate job classifications and uniform entitlement. In the event there is a change to job duties or an error has been made and a classification has been misidentified, that classification will be added to the above appropriate category. If new classifications are added during the term of this MOU (2023-2026), the City and the unit will meet and confer on eligibility of the newly added classification.

Article 17. RIDESHARING

A. All employees are eligible for participation in the City's ridesharing program. Participation in the program is voluntary and shall be in full compliance of Redlands Ridesharing Program Policy. Approved participants shall receive fifteen (15) minutes of accrued rideshare time for each rideshare day. Ridesharing shall be reported on individual employee timesheets.

B. The program shall be monitored by the Program Coordinator. Participants in violation of the Ridesharing Policy, including falsification of reporting, shall be permanently dismissed from the program and subject to disciplinary action.

Article 18. TUITION REIMBURSEMENT

A. Each Unit employee shall be entitled to tuition reimbursement for courses and books while attending an accredited school of higher learning. The course must be pre-approved by the employee's department head and Human Resources.

B. Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the University of California, Riverside. An employee shall not receive reimbursement in excess of two thousand Dollars ($2,000) in any one fiscal year. The difference between the City's maximum obligation during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available to use by the employee in any subsequent fiscal year.

C. The course must be satisfactorily completed with a minimum grade of "C" or equivalent.

D. Upon the approval of the department head and Human Resources, a Unit employee may use up to two hundred-fifty ($250) per year of their Tuition Reimbursement for attendance at a seminar or conference for the purpose of professional development.

Article 19. BILINGUAL PAY

Employees are eligible for bilingual pay in accordance with the City's Bilingual Pay Program, and upon approval by the Department Head and Human Resources/Risk Management Director. Authorized employees shall receive additional compensation in the amount of one hundred dollars ($100) per month.

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Article 20. DEATH OF EMPLOYEE

A. The eligible dependents of deceased employees shall be entitled to benefits as follows:

B. Sick leave accruals, lifetime medical insurance and other applicable benefits shall be calculated and/or compensated according to the eligibility requirements stated in the current MOU.

C. In the event the deceased employee qualified for a service retirement (i.e. age 50 and with a minimum of five (5) years of service with the City), the City shall calculate and/or compensate benefits in the same manner as an employee service retirement.

Article 21. HEALTH INSURANCE

A. The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City's cafeteria plan that is equal to the difference between the City's minimum PEMHCA contribution and the following amounts:

COVERAGE LEVEL	TOTAL CITY CONTRIBUTION UPON APPROVAL AND ADOPTION OF AGREEMENT	EFFECTIVE JANUARY 1, 2024	EFFECTIVE JANUARY 1, 2025
Employee Only:	$750	$775	$800
Employee Plus One Dependent:	$1,500	$1,550	$1,600
Employee plus Two or more Dependents:	$1,950	$2,025	$2,100

B. City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical plan premiums, flexible spending account, and post employment health plan.

C. The City agrees to provide a stipend of three hundred and fifty dollars ($350), on a monthly basis, for those employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

D. **RETIREE INSURANCE BENEFITS.**

1. For all unit members who qualify as an "annuitant" under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars ($397) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989.

2. Upon service retirement and completion of twenty (20) cumulative years of service with the City an employee hired prior to March 11, 2010, who qualifies as an annuitant under PEMHCA, may elect to receive as City contributions to a retiree health savings account the difference between the PEMHCA minimum and the cost of fully paid medical insurance (excludes vision coverage) for the employee and eligible dependents, under the City's medical insurance program. Employees hired on or after March 11, 2010 are not eligible for this benefit.

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3. Unit members with ten (10) years of continuous employment with the City who concurrently retire from the City and the CalPERS system and who qualify as an annuitant under PEMHCA may elect to receive the "Medical Bridge." Under the "Medical Bridge," the City will contribute the difference between the PEMCHA minimum and the cost of single party coverage for the retired unit member only for the lowest cost medical and dental insurance plans as provided by the City to its then existing unit members until the member reaches the age of Medicare eligibility at which time the benefit will cease and unit members will only receive the PEMHCA minimum contribution. Unit members who receive the medical bridge can select higher cost plans offered by the City to its then existing members and/or coverage for dependents, however, the additional cost for the plan or additional dependents shall be paid for by the Unit member and not by the City.

Article 22. DENTAL INSURANCE

The City agrees to pay the full monthly premium for dental insurance under the Principal Financial dental plan or its equivalent for each employee in the unit and all eligible dependents.

Article 23. VISION CARE

The City agrees to reimburse each employee in the unit up to three hundred dollars ($300) every fiscal year for the purchase of frames and lenses or contact lenses and the cost of eye examinations for the employee and/or his/her dependent or the reimbursement of a 3rd party vision insurance premium, with documentation of paid premiums to be submitted once a year.

Article 24. LIFE INSURANCE

The City shall contribute the monthly premium for term life insurance in the amount of twenty-five thousand dollars ($25,000) for all employees in the unit.

Article 25. WORKERS' COMPENSATION/SDI

A. The City agrees to provide City paid State Disability Insurance coverage to all employees in the unit.

B. Sick leave or compensatory time may be used to supplement a Workers' Compensation or State Disability Insurance check, not to exceed the employee's regular rate of pay. Prior to use of accrued sick leave or compensatory time for this purpose, the State Disability Insurance check stub must be submitted to Payroll.

Article 26. VACATION

A. The vacation accrual for employees in the unit shall be as follows:

YEARS/MONTHS OF SERVICE	ACCRUAL RATE – HOURS
0 – 5 (0-59 months)	80
6 – 7 (60-83)	120
8 – 10 (84-119)	140
11 – 14 (120-167)	160
15+ (168+)	200

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B. The maximum vacation accrual shall be three (3) years. In November of each calendar year all vacation hours in excess of three (3) years accrual will be paid off at the employee's current hourly rate.

Article 27. SICK LEAVE

A. ***ACCRUAL:*** Sick leave shall be accrued on an hourly basis at the rate of eight (8) hours per calendar month of service.

B. ***USE:*** Employees may use up to half of their annual sick leave accrual, forty-eight (48) hours, to care for ill family members.

C. ***BUY BACK:*** In November of each calendar year, each employee in the unit may elect to be paid at his/her current hourly rate for each sick leave day accumulated during the following calendar year in excess of six (6) sick leave days in November of the following year. A total of one (1) year's accumulation, ninety-six (96) hours, must be on the books prior to any compensation being paid. This election is irrevocable and may not be changed after the election is made. Employees in the unit may also choose to accumulate all sick leave days, from calendar year to calendar year, to an unlimited amount.

D. ***AT SEPARATION OF SERVICE:*** Upon voluntary separation of service or layoff with the City, employees with ten (10) or more years of continuous service will be eligible to cash in unused sick leave at the following formula:

YEARS OF SERVICE	PERCENT
10 – 15	**25 %**
16 – 20	**35 %**
21+	**50 %**

In the event of separation due to layoff for an employee with less than 10 years of service, the employee will be eligible for 25% of unused sick leave

Employees electing this option shall be responsible for any and all future medical insurance premiums.

E. ***UPON SERVICE RETIREMENT:*** In lieu of the benefit D and upon service retirement under the PERS retirement plan, employees in the unit may elect to have all remaining sick leave accrued at the time of retirement converted to cash value at their final rate of pay and deposited in the Post Employment Health Plan (PEHP) where it can be used for applicable premiums payable under the City's medical insurance program for the employee and the employee's eligible dependents. In the event that the employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied toward the premiums of covered dependents until exhausted, subject to the conditions and limitations of the PEHP.

F. ***CONVERSION TO SERVICE CREDIT:*** In lieu of benefits D and E cited above, employees in the unit may elect to have all remaining sick leave accrued at the time of service retirement converted to PERS service credit.

Article 28. BEREAVEMENT LEAVE

In the event of a death in the immediate family, an eligible employee will be compensated with four (4) days paid leave. In addition, eligible employees may be allowed to use accrued sick leave with full pay

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not to exceed three (3) days. Immediate family shall be defined as the following relatives to either the employee or spouse or registered domestic partner: spouse, register domestic partner, child (including foster child or ward of the court), parent, grandparent, brother, sister, niece, nephew, step-children, and grandchildren. The definition of immediate family will also include the aunt and uncle of the employee only. Bereavement leave may also be used for the significant other of the employee provided the employee shows proof of cohabitation.

It is understood that Bereavement Leave is not just to allow employees to attend funeral services, but to allow employees to morn and process the passing of a family member or help a spouse to do so.
If requested by the employee, Bereavement Leave may be split into two (2) blocks of time that, when combined, shall not exceed the seven (7) days specified above. Bereavement leave must be completed within three (3) months of the death of the family member.

Article 29. LEAVE OF ABSENCE WITHOUT PAY

If an employee takes more than five (5) accumulated days of leave without pay in a calendar year, commencing at the beginning of the sixth (6th) day of leave without pay and any day of leave without pay thereafter during the calendar year, sick leave and vacation accruals will be adjusted proportionately to eliminate benefit accruals for any day an employee is on leave without pay status.

Article 30. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of State and Federal law. The department head may request copies of the employee's official military orders.

Article 31. HOLIDAYS

A. The holidays which will be honored for employees in the unit will include the following, along with any additional day as designated by action of the City Council:

HOLIDAY	DAY OBSERVED
New Year's Day	*January 1*
Martin Luther King Day	*Third Monday in January*
President's Day	*Third Monday in February*
Cesar Chavez	*March 31*
Memorial Day	*Last Monday in May*
Juneteenth	*June 19*
Independence Day	*July 4*
Labor Day	*First Monday in September*
Columbus Day	*Second Monday in October*
Veteran's Day	*November 11*
Thanksgiving Day	*Fourth Thursday in November*
Friday after Thanksgiving Day	*Friday after Thanksgiving Day*
Christmas Eve	*December 24*
Christmas Day	*December 25*

B. If the holiday falls on Saturday, Friday shall be designated as the holiday and if the holiday falls on Sunday, Monday shall be designated as the holiday.

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C. If a scheduled holiday falls on an employee's regular day off, the employee shall be compensated for one day of holiday compensation at straight time. Employees should not be scheduled to work both the designated holiday and the actual holiday.

D. Holiday pay shall be compensated in accordance with the employee's standard work schedule.

E. Employees in the unit are also entitled to receive:

1. Two (2) Floating Holidays per calendar year
2. Twenty (20) Hours of Additional Floating Holidays per calendar year

F. Employees in the unit shall not be allowed to carry floating holidays over from one calendar year to the next. Holidays not taken by December 31st of any given year will be forfeited.

G. The A.K. Smiley Public Library will be closed on the Saturday following Thanksgiving Day.

Article 32. COMPENSATORY TIME OFF

Compensatory Time Off (CTO) shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked in accordance with the Fair Labor Standards Act. CTO shall not accumulate in excess of two hundred (200) hours at any given time. Use of compensatory time-off earned shall be granted so that it does not unduly disrupt the operations of the City. Terminating employees shall be compensated for accrued compensatory hours.

Article 33. SHOP STEWARD RELEASE TIME

The Union may designate up to eight (8) Shop Stewards, three (3) Deputy Chief Stewards, and one (1) Chief Steward to attend Union meetings/business on City time.

- Eight Shop Stewards shall be granted up to two (2) hours per month.
- Three Deputy Chief Stewards shall be granted up to five (5) hours per month.
- The Chief Steward shall be granted up to thirteen (13) hours per month. This time shall be in addition to meetings or tasks assigned by the City Manager, Human Resources or City Council members.

Release Time must be scheduled in advance and the supervisor must be notified. The Human Resources Director may approve additional time off for shop stewards as well. A listing of all Shop Stewards, along with their designations, shall be provided to Human Resources upon request of the Business Agent or at a minimum of once a year.

Article 34. MEAL PERIODS

Employees shall be entitled to a meal period which shall not be less than thirty (30) minutes or greater than sixty (60) minutes. Every effort will be made to schedule the meal period during the middle of a shift, when possible.

Article 35. REST PERIODS

A. The City agrees to the following: Employees shall be entitled to two (2) daily rest periods ten (10) to fifteen (15) minutes in duration which insofar as practical shall be in the middle of each work period.

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The rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of work.

B. The Union understands and agrees to the following. With regard to break periods, the following scenarios should not occur:

1. Combining two daily breaks into one 20-30 minute break.
2. "Banking" breaks from day to day.
3. "Saving" break time in order to extend lunch periods or shorten the workday.
4. Payment of compensatory time off or overtime for "unused" breaks.

Article 36. CATASTROPHIC LEAVE

Employees are eligible for catastrophic leave in accordance with the City's Catastrophic Leave Policy.

Article 37. LEAVE TIME REPORTING

Leave time may be used and reported in increments of fifteen (15) minutes.

Article 38. COMMERCIAL DRIVER'S LICENSE

The City will pay for the required physical examination for employees required by their job classification to maintain Class A or Class B driver's licenses. Time spent participating in the required physical examination will be considered as time worked. In addition, the City will provide reimbursement up to $2,000 for fees associated with obtaining the initial commercial driver's license. This reimbursement will be provided upon submission of receipts and proof of successfully obtaining the commercial license. Employees within the following classifications will have 9 months from their hire date to obtain the required CDL.

Classifications which require obtaining a CDL prior to the end of probation.
Equipment Operator OIT I
Plant Mechanic I
Tree Trimmer I
Water Distribution Operator
Wastewater Collection System Worker I
Maintenance Worker

The City shall reimburse employees, with a job classification which requires a Hazardous Materials endorsement, up to $100 to offset the costs associated with maintaining that particular endorsement.

Article 39. EMPLOYMENT EXAMINATION PROCEDURES

The examination procedure for all City jobs will be as established by the City and Union.

Article 40. PROBATION

A. Employees new to the unit shall serve a probationary period of twelve (12) months.

B. Employees who are promoted shall serve a probationary period of six (6) months. Existing employees who are placed in a new position which requires a probationary period shall also serve a probationary period of six (6) months. A promotional probationary employee who is subject to discipline as defined

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by City rules and regulations, shall retain the right to challenge the action in the same manner as a non-promotional employee who has successfully completed the probationary testing period.

C. Probationary periods may be extended as set forth in the City's Personnel Rules and Regulations.

Article 41. REVIEW/EVALUATION DATE

For those employees hired after July 1, 1990, the "review/evaluation date" shall be the day of the month in which the employee completes the probationary period. When an employee receives a promotion, after July 1, 1990, the new review/evaluation date shall be the day of the month in which the employee completes the probationary period in the new classification. When a salary increase is granted, it shall be effective on the beginning of the pay period falling closest to the day of the month the employee was hired or promoted.

Article 42. PERFORMANCE EVALUATIONS

In cases where a performance evaluation has not been received by an employee within 30 days of the eligibility date, the employee should contact the supervisor, who must complete and file the evaluation within ten (10) working days. If the employee has not received a fully completed performance evaluation within 30 days after the date the supervisor was notified, the evaluation shall be considered to have met all the necessary criteria to warrant any merit (step) increase that may be forth coming. Said merit (step) increase shall be paid retroactively to the original eligibility date.

Article 43. WORKWEEK /STANDARD TOUR OF DUTY

The standard tour of duty represents the time that an employee is regularly scheduled to work. The department head shall establish the actual number of hours which comprise the standard tour of duty for each position. Any proposed change shall be communicated to the employees and the union at least two (2) weeks prior to the proposed change being implemented unless mutually agreed upon between the employee and supervisor. If requested by the union, the parties shall expeditiously meet and confer regarding such change. A 75% majority of members in a department may propose a plan for a change in their scheduled tour of duty to their Department head, through their direct supervisor, for review. Human Resources and the Department Head shall provide a written response to the proposal, if the proposal is denied the union shall have no recourse to the grievance procedure. If the proposal is accepted that in no way implies a past practice by the City. This language is in no way intended to take away or change any provision within the Managements Rights clause within the MOU.

Article 44. SOLID WASTE ROUTE BIDDING

The City agrees to adhere to the Solid Waste Route Bidding process, based on seniority, as established as part of the Solid Waste Department's operating procedures.

Article 45. FLOATER PREMIUM PAY

Solid Waste Truck Drivers who bid and work a floater route shall receive $2.00/hour in addition to their base salary for every hour worked as a floater. To qualify for Floater Premium Pay, an employee must be a full-time Solid Waste Truck Driver with a minimum of 5 years in the classification with the City of Redlands and had not received any discipline above a written reprimand within the past 12 months.

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Article 46. PROMOTIONAL POSITIONS

A. The City may seek only promotional candidates to fill available positions. In this case, distribution of job announcements shall be limited to internal sources. Promotional candidates shall follow the procedures identified in the City's Personnel Rules and Regulations. Employees appointed to promotional positions shall complete a probationary period in accordance with the City's Personnel Rules and Regulations.

B. Employees appointed to a promotional position shall receive the nearest highest monthly salary which is at least five percent (5%) higher than the employee's previous base salary, but in no case more than the top step of the new salary range.

Article 47. NO STRIKE PROVISION

It is understood and agreed that the service performed by City employees included in this MOU are essential to the public's health, safety, and welfare. Therefore, the Union agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or other action of the City. In the event of a violation of this section, the Union agrees to take affirmative steps with the employees concerned to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The City reserves the right to terminate any employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

Article 48. DIRECT DEPOSIT

Direct deposit of employee paychecks will be available to employees in this unit.

Article 49. PERSONNEL FILE

A. No material which can reasonably be construed, interpreted, or acknowledged to be derogatory shall be placed in an employee's personnel file unless the employee has been allowed to read such material and respond to it, in writing, which response will also be placed in the personnel file.

B. Any employee, upon request, shall have access to his/her personnel file, and shall have the right of reproduction, at cost, of his/her personnel file in full or in part. No portion of an employee's personnel file shall be transmitted to anyone other than the City Manager, Human Resources, Department Head, Risk Management Administrators, or by Court subpoena. The employee is to be notified at the time of the request that the information has been transmitted and to whom it was sent.

C. Once per year, in August, upon written request by the employee to Human Resources, the employee may request to have documented written reprimands, with the exception of expressed violence, harassment, or last chance agreements, issued more than twenty four (24) months prior to the request, removed, provided that no ensuing discipline occurred. Upon removal, the written reprimands shall not be used or referenced in any future disciplinary proceeding. The decision to remove the documents lies with Human Resources and that decision is final. The employee shall have no right to appeal or grieve the decision. In the event the request is denied, the reason for the denial shall be communicated via email to the employee.

Article 50. COPY OF MOU TO EACH EMPLOYEE

The City will provide each employee in the unit with access to this MOU within sixty (60) days of execution.

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Article 51. RULES, REGULATIONS AND RESOLUTIONS

The City agrees to review annually with the Union major changes in the Personnel Rules and Regulations and to make available copies of the rules and regulations to all employees. Salary resolutions shall be furnished to the Union and the Chief Steward of the Chapter.

Article 52. DISCIPLINARY PROCEDURE

A. The Investigatory Interview Process

Prior to any investigatory interview or consultation that could reasonably be construed to result in disciplinary action against the employee, the employee shall be given notice of the interview or consultation as soon as reasonably practical, and shall be advised of his or her right to representation under this section; and upon request shall be afforded an opportunity to contact and consult privately with a representative of the Union. If requested, the employee may have a Union representative present during any such investigatory interview or consultation, and, to the extent practicable, such interviews or consultations shall be conducted during an employee's working hours. Only those persons reasonably necessary to the conduct of the interview shall be present.

The employee or the City may elect to record any such investigatory interview or consultation, unless the parties mutually agree not to record such interview or consultation; however, in the event the City elects to record such an interview or consultation, it shall upon request provide the employee with a copy of said recording. The cost of providing anything other than a digital copy of the recording to the employee shall be borne by the employee.

B. Disciplinary Procedures

No non-probationary employee shall be disciplined without cause. A promotional probationary employee who is subject to discipline as defined by City rules and regulations, shall retain the right to challenge the action in the same manner as a non-promotional employee who has successfully completed the probationary testing period. Rejection from a probationary promotional position for non-disciplinary reasons is not subject to appeal or any other challenge. Disciplinary action shall be defined to include: oral warnings, written reprimands, suspensions, demotions (non-probationary), reduction in pay and discharge. Oral and written reprimands may be initiated at the supervisor/Division Manager level. Disciplinary action more serious than a written reprimand must be initiated at the Department Head level.

1. Notice of Proposed Action

Whenever an employee is to be discharged, suspended ,demoted (non-probationary), or reduced in step, for disciplinary purposes, written notice of at least five(5)[1] days of the proposed disciplinary action shall be given before such action is to be taken and must include:

a. Notice of proposed action;

b. Reasons for proposed action;

[1] Unless specifically noted to be "working days," any reference to days is calendar days.

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c. A copy of charges stating specific incidents or specific courses of conduct, e.g. as evidenced by work performance evaluations, and a copy of the written materials upon which the decision to take proposed disciplinary action is based; and

d. A notice to the employee of the right to respond in writing or orally within the five (5) day period.

2. Limitations and Exceptions

a. Oral notice is insufficient as full notice to an employee and may be given only as the initial notice in extraordinary circumstances which call for immediate action.

b. Prior written notice is required in each case, unless provided otherwise herein, regardless of seriousness unless extraordinary circumstances are involved.

c. Employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. The appointing authority may schedule an employee for vacation or holiday leave as the circumstances may warrant. Extraordinary circumstances include but are not limited to situations involving misappropriation of public funds or property; working while under the influence of alcohol or intoxicating drugs; open insubordination; commission of a crime involving moral turpitude punishable by imprisonment for six (6) months or more; and disruption of City business through willful misconduct (altercations, etc.)

d. Oral notice is insufficient as full notice for proposed disciplinary action. In extraordinary circumstances when immediate suspension, demotion, removal, or reduction in step is warranted, initial notice may be given orally. The employee should be told when the initial action is taken what the reasons for the actions are and, in addition, the employee will have an opportunity to respond in writing and/or orally to those charges. The written charges in the case of an immediate disciplinary action must be prepared as soon as possible and normally within a day or two (2) of the initial oral notice.

3. Employee's Response to Proposed Discipline

a. An employee receiving a Notice of Proposed action shall have the right to respond to the Department Head. An employee's opportunity to respond to the Department Head is not intended to be an adversarial hearing. An employee has the right to have a representative of his/her own choosing at the meeting. The employee shall not be accorded the opportunity to cross-examine a department's witnesses, nor to present a formal case in opposition to the proposed discipline. However, the limited nature of this response does not obviate the Department Head's responsibility to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the Department Head's information leading to the discipline proposal. An employee may elect not to respond, thereby waiving any further pre-disciplinary response.

b. The Department Head will evaluate the proposed discipline in light of the employee's response, if any. Within ten (10) days of the employee's response, or deadline for response, a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

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4. City Manager Level Appeal

   a. Any permanent employee shall have the right to appeal any termination, suspension, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to those positions which may be deemed exempt or to probationary employees. The appeal process shall not be applicable to verbal and written reprimands, probationary demotions, performance evaluations and denial of performance increases. An employee desiring to appeal the Department Head's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.

   b. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the Department Head shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal meeting shall be scheduled.

   c. The meeting with the City Manager shall be conducted in the same manner as the Response to Proposed Discipline set forth in paragraph 2(B) above.

   d. The City Manager will evaluate the discipline in light of the employee's response, if any. Within ten (10) days of the employee's response a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

5. Advisory Arbitration

   a. An employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.

   b. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City Manager shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:

      i. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.

      ii. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.

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iii. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.

iv. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

v. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

vi. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

vii. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

1. The party imposing discipline shall be permitted to make an opening statement;
2. The appealing party shall then be permitted to make an opening statement;
3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

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i. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

ii. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend discipline more stringent than that issued by the City Manager.

iii. The hearing officer's opinion and recommendation shall be filed with the City Council, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

iv. Within sixty (60) days of the receipt of the hearing officer's findings, recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s), shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Council.

v. Each party shall equally bear the cost and fees of the hearing officer, the cost of facilities, the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in a hearing officer fee.

vi. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Council, the time of such suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as

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of the date the employee was disciplined pending hearing before and decision by the City Council, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.

vii. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

Article 53. GRIEVANCE PROCEDURE

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A. Definition

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding, provisions of the Personnel Rules and Regulations, and/or written City Policy. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary Appeal Procedure.

B. Procedure

1. Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) days[2] after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. A supervisor shall render a verbal decision within seven (7) days of the conclusion of the informal conference. Failure to provide a verbal decision will automatically advance the process to the next step.
2. If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) days from the date of receiving the answer from his/her supervisor, file a written grievance and request a meeting with the Division Manager, if one exists, in order to discuss the grievance. The written grievance shall contain the following information:
   a. Name of grievant and job title;
   b. Department/Section;
   c. Clear and concise statement of the nature of the grievance including the circumstances and dates involved;
   d. The specific provision(s) of the MOU, City Policy or Personnel rules alleged to have been violated;
   e. Requested remedy;
   f. Name of the grievant's Labor Representative, if any; and

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[2] Days refer to calendar days.

g. Date and signature of the grievant or Labor Representative.

3. The Division Manager shall render a decision and comments in writing and return them to the grievant within ten (10) days after receiving the written grievance.

4. If the Division Manager and employee cannot reach a solution to the grievance (or if a Division Manager does not exist), the employee may, within seven (7) days from the date of receiving the answer from the Division Manager, request, in writing, a meeting with the Department Head.

5. The Department Head shall render his/her decision in writing within fifteen (15) days of receiving the appeal. If the Department Head and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) days from the date of the decision by the Department Head, submit a written appeal to the Human Resources Director.

6. The City Manager shall review the grievance and respond to the employee within twenty (20) days of receiving the appeal. The response shall be in writing.

7. An employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the Human Resources Director and received in the Human Resources office so that same is date stamped by the Human Resources office within the ten (10) day period.

8. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the grievance shall be considered conclusive as set forth in the City Manager's decision and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Human Resources Director, an appeal hearing shall be established as follows:

   a. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.

   b. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the Human Resources Director. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.

   c. All hearings shall be private provided, however, that the hearing officer shall, at the request of the grievant, open the hearing to the public.

   d. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

   e. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the

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existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

f. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the grievant does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

   i. The grievant shall be permitted to make an opening statement;

   ii. The City shall then be permitted to make an opening statement;

   iii. The grievant shall produce the evidence on his/her part; the grievant bears the burden of proof and burden of producing evidence;

   iv. The City may then open its defense and offer its evidence in support thereof; the City bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;

   v. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;

   vi. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

h. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. The opinion shall set forth findings of fact and conclusions.

i. The hearing officer may recommend sustaining or rejecting any or all of the grievance.

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j. The hearing officer's opinion and recommendation shall be filed with the Human Resources Director, with a copy sent to the grievant, and shall set forth his/her findings and recommendations.

k. Within sixty (60) days of the receipt of the hearing officer's findings recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the grievant's personnel file.

l. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.

m. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

9. If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. The City Manager or his/her designee shall respond within the specified timeframe.

10. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her grievance at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.

11. The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in presenting the grievance. However, no employee shall absent himself/herself without first being excused by his/her supervisor.

12. No employee shall be required to be represented by an employee organization in processing a grievance. The settlement terms of a grievance which is processed by an employee individually or by a recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit.

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13. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.
14. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.
15. A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within fifteen (15) days after authorized representatives of the employee organization knew, or by reasonable diligence should have known, of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

Article 54. DEMOTION/NON-DISCIPLINARY

Regular employees who are demoted due to layoff or other non-disciplinary reasons will be required to serve a probationary period of no longer than six (6) months in the lower classification, provided they have not held regular status in the lower classification previously. While serving this new probationary period, the employee will retain due process rights and cannot be disciplined or terminated from City service without due process.

Article 55. LAYOFF PROCEDURE

A. Should the City Manager determine reductions in force to be necessary due to lack of work or for financial reasons, he/she may initiate Layoffs. Classifications to be affected and the number of employees included will be determined by the City.

B. In determining the order of Layoffs, a combination of factors shall be considered, including but not limited to: qualifications, productivity, general performance, seniority with the City of Redlands, seniority in job classification, and needs of the City. Variations from the order of Layoffs and recall from Layoff may occur when the City deems such variations appropriate under the circumstances.

C. The factors the City may use to determine the order of Layoffs are the following:

1. An employee's last four performance evaluations, provided they are within the last five years;
2. Any history of employee commendations, awards, etc.;
3. Any history of employee disciplinary action;
4. Attendance record, including tardiness and unexcused absences;
5. Safety record, including personal injury and damage to city property that was found to be the fault of the employee;
6. Probationary and temporary employees shall be laid off before a regular employee in the same classification;

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7. Between two regular appointees in the same classification with the same skills, abilities, qualifications, merit and/or record, the employee with lesser seniority in the classification may be laid off first;
8. Between two regular appointees in the same classification the employee with lesser skills, abilities, qualifications, merit and\or record than may be laid off first, without regard to seniority;
9. Memoranda of Understanding ("MOU") between the City and affected bargaining units.

D. **BUMPING**

1. "Bumping" means the displacement of an employee from his/her position by an employee in a higher classification who formerly held the same position.
2. Where two or more employees are laid off from the same position, the employee with the greatest seniority in that classification shall have the first opportunity to bump as set forth below.
3. A laid-off employee shall be entitled to bump an employee in the same position previously held by the laid off employee. The laid off employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified by the job classification specification. A laid-off employee shall not bump an employee with greater skills, abilities, qualifications, merit and/or record. Laid off employees may also be placed in a vacant lower classification for which they meet the minimum qualifications. Employees must utilize the option that places them in the highest available position.
4. A laid-off employee in a supervisor classification shall be entitled to bump an employee in a lower position directly supervised by the laid-off employee. The laid-off employee must be able to perform the essential job functions of the lower position and possess the minimum qualifications of the position as specified by the job classification. Employees must utilize the option that places them in the highest position.
5. The City will notify laid-off employees of any positions available for bumping. Following such notification, the employee must notify the Human Resources Director in writing of his/her intent to exercise the bumping rights within seven (7) calendar days, and the position and classification in to which he/she intends to bump. Failure to provide such notification will be deemed a waiver of bumping rights by the employee.
6. Where there is more than one employee in a position available for bumping, the factors in paragraph C of this Section will be used to determine which employee, if any, will be bumped.
7. The process will be repeated at the next classification level where an employee bumps in and creates an overage in that classification.
8. Any displaced employee shall be considered as laid-off for the same reason as the person who displaced them and shall in the same manner be eligible to displace another employee based on the criteria specified in paragraph D of this Rule.

E. **REINSTATEMENT FROM LAYOFF**

1. The names of probationary and regular employees who have been laid off shall be placed on appropriate reemployment lists. Such names shall remain thereon for a period of one year unless such persons are sooner reemployed.

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2. An employee who is reemployed from layoff within one (1) year in any classification within this bargaining unit, shall receive credit for former years of service.
3. Employees who, following layoff from a position or layoff from City employment may be reinstated upon the recommendation of the Department Head and with the approval of the Human Resources Director, to the position from which they were laid off based on their qualifications, availability, and the needs of the organization pursuant to this paragraph.

Article 56. MAINTENANCE OF MEMBERSHIP

The parties agree that this provision shall become a maintenance of membership provision obligating all employees to pay dues/fees, as applicable by law, at the amount issued by the local union, until the expiration of the MOU and shall have the right to terminate their membership dues/fees only during the thirty-day period falling between sixty days and thirty days prior to the expiration of this MOU.

Article 57. D.R.I.V.E.

The City agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to D.R.I.V.E. (Democrat Republican Independent Voter Education). Twice per year, (in March and October), D.R.I.V.E. shall notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck for all weeks worked. The phrase "weeks worked" excludes any week where an employee is in unpaid status. The City shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the City annually for the City's actual cost for the expense incurred in administering the payroll deduction plan.

Article 58. UNIT MODIFICATION

It is understood that this MOU shall constitute a bar to any petition or request for decertification of the Union as the formally recognized employee organization in the General Employees unit of representation at any time prior to the expiration date of this MOU.

In addition, no petitions for unit modification of the General Employees unit will be accepted by the City without the express agreement of the Union.

The provisions of this Article shall not be applicable where precluded by law. The Union, its successors and assigns, shall indemnify, defend and hold harmless, the City, including its agents and employees, against any claims, suit or actions made or brought against the City, including its agents and employees, for any expenses, losses or damages incurred by the City, including its agents and employees, on account of the provisions of this article.

Article 59. COMMUNICATIONS

The City and the Union shall work together in the interest of maintaining, and improving efficiency in all municipal operations and conservation of materials, supplies, and equipment, and for the improvement in quality of workmanship and service to the public.

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The City and the Union consider themselves mutually responsible to improve communications between management and employees and will use their best endeavors in establishing and maintaining effective communication channels.

Article 60. USE OF BULLETIN BOARDS

The City agrees that the Union may utilize bulletin board space in designated areas upon mutual agreement with the City. The Union will provide bulletin boards. The City agrees to allow the use of inter-departmental mail for distribution of union materials to Shop Stewards.

Article 61. PREVAILING BENEFITS

All benefits, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent.

Article 62. EXTENSION OF MOU

If a successor MOU is not negotiated by June 30, 2026, this MOU shall remain in force until a successor MOU is negotiated or the impasse process for a successor MOU has been concluded.

Article 63. SAVINGS CLAUSE

If any provision of this MOU, or the application of any provision, should be rendered invalid by court or legislative action, the remaining portions of this Agreement shall remain in full force and effect.

Article 64. ZIPPER CLAUSE

The parties agree that all negotiable items have been discussed during negotiations leading to this MOU, including salaries and benefits, and conditions of employment and therefore further agree that negotiations will not be reopened on any item during the life of this MOU except by mutual agreement or as provided elsewhere in this MOU.

Article 65. SIGNATURES

CITY OF REDLANDS		TEAMSTERS LOCAL #1932	
x		x	
EDDIE TEJEDA, MAYOR	DATE	TEAMSTERS REPRESENTATIVE	DATE
ATTEST:		x	
_____		CHIEF STEWARD	DATE
Jeanne Donaldson, City Clerk			

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MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF REDLANDS

AND

TEAMSTERS LOCAL #1932

JULY 1, 2023 - JUNE 30, 2026

And

Between

The City of Redlands

Teamsters Local #1932

July 1, 2023– June 30, 2026

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Except where expressly stated otherwise herein, the City and the union agree that the provisions of this Memorandum of Understanding (MOU) shall become effective on July 1, 2023 and shall expire on June 30, 2026.

Article 1. Term of Memorandum of Understanding

It is the intent and purpose of this MOU to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours, and terms and conditions of employment between the City of Redlands (hereinafter referred to as "City") and the General Employees Association represented by the Teamsters Local 1932 (hereinafter referred to as "Union").

Article 2. Preamble

A unit employee shall be defined as an employee of the City and assigned to the General Unit by the City Manager in accordance with City policies and procedures.

Article 3. Recognition

The authority of the City includes:

Article 4. Management Rights

- The exclusive right to determine the mission of its constituent departments, commissions and boards;
- Set standards of service;
- Determine the procedures and standards of selection for employment and promotion;
- Direct its employees;
- Take disciplinary action;
- Relieve its employees from duty because of lack of work or for other legitimate reasons;
- Maintain the efficiency of work;
- Maintain the efficiency of governmental operations;
- Determine the methods, means and personnel by which government operations are to be conducted;
- Determine the content of job classifications;
- Take all necessary actions to carry out its mission in emergencies;
- Exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from meeting and conferring over effects on matters within the scope of representation.

Article 5. Salaries

Unit members shall receive the following salary increases:

a. Effective July 24, 2023, all unit employees will receive a seven percent (7%) increase to base salary. Any and all economic terms in this Agreement will be effective July 24, 2023.

b. Effective the first full pay period following July 1, 2024, all unit members will receive a two percent (2%) increase to base salary.

c. Effective the first full pay period following July 1, 2025, all unit members will receive a two percent (2%) increase to base salary.

Article 6. RETIREMENT

A. Classic Members

1. All "classic" unit members including those first employed on and after March 11, 2010, shall personally fund 100% of the 7% of compensation earnable as and for the individual member's normal employee PERS contribution. (The term "classic" member is defined in the Public Employee's Pension Reform Act of 2013-"PEPRA.")

All "classic" member normal contributions required to be paid by the member, whether paid by the employer or the member, shall be credited to the member's CalPERS account.

The City shall adopt the necessary resolution(s) so that individual member contributions made by the employee may be excluded from taxable income pursuant to Section 414(h)(2) of the United States Internal Revenue Code.

Whether as authorized by Government Code § 20692, 20636(c)(4) or any other statutory or legal basis, the City shall not report to CalPERS as any type of compensation, any portion of the normal employee PERS contributions required by PERS which are funded by the employee.

2. The City shall continue to include in this contract with CalPERS, the following provisions:

HIGHEST SINGLE YEAR
SURVIVOR CONTINUANCE
2% @ 55 RETIREMENT FORMULA

B. New Members

1. The Public Employee's Pension Reform Act of 2013 – "PEPRA" (signed by the Governor on 09/07/12,) shall in its entirety be given full force and effect as it may from time to time exist, during and after the term of this MOU, as described below.

2. Unit employees who are "new members" as defined in the PEPRA, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate (as defined and calculated by CalPERS) for the Defined Benefit Plan in which said newly hired member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code section 7522.30)

3. Unit employees who are "new members," as defined in the PEPRA, on and after January 1, 2013, shall be enrolled in the retirement plan of 2%@62 (Government Code section 7522.20(a), with final pensionable compensation (as defined for new members in Government Code § 7522.34) being determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months. (Government Code § 7522.32(a).)

A. Employees with fifteen (15) years continuous service with the City shall advice to Step "5" on the salary schedule which shall be a minimum of three percent (3%) higher than Step "4," effective with the beginning of the pay period closest to completion of their 15th year of service.

B. Employees with twenty (20) years continuous service with the City shall advance to Step "6" on the salary schedule which shall be a minimum of two percent (2%) higher than Step "5," effective with the beginning of the pay period beginning closest to completion of their 20th year of service.

Article 7. LONGEVITY PAY

C. In the event that an employee is not at Step "4" when he/she is eligible for Step "5," at the completion of fifteen (15) years of service, the employee will advance to the next step in the salary range, and continue to advance based on merit until the employee reaches Step "5."

D. In the event that an employee is not at Step "5" when he/she is eligible for Step "6," at the completion of twenty (20) years of service, the employee will advance to the next step in the salary range, and continue to advance based on merit until the employee reaches Step "6."

Article 8. OVERTIME

A. Overtime pay shall be earned at time and one-half for all hours. The employee may elect to earn compensatory time off, at one and one-half time, in lieu of overtime pay. For shifts that exceed 12 hours, employees will be paid double time or earn compensatory time off at double time rate. Overtime must be paid at the time it is worked or accrued as compensatory time. Accrued compensatory time will not be paid off in lump sum except at termination and only for those hours on the official payroll records.

B. Paid leave time -- which encompasses vacation, sick, floating holiday, and compensatory time -- shall not be considered hours worked for the computation of overtime. Paid holiday time and jury duty shall be considered hours worked for the computation of overtime.

C. Any employee who works overtime in excess of three and one-half (3½) hours, provided that employee has worked eight (8) hours in addition to the three and one-half (3½) hours, will be entitled to have a meal at the expense of the City or be entitled to be reimbursed for a meal, either during the incident for which the employee is working overtime for or at discharge from the incident. The cost of the reimbursement shall not exceed the US General Services Administration's guidelines for "Dinner" in San Bernardino County for the date of the incident.

Article 9. CERTIFICATION PAY

Employees in the classifications of Water Distribution Operator and Water Distribution Crew Leader who obtain State issued water distribution certificates above and beyond the minimum requirements as set forth in their respective job description shall be eligible for an additional three percent (3%) of base salary for each additional certificate.

Article 10. WORKING OUT OF CLASSIFICATION PAY

Whenever the needs of the City require an employee to temporarily perform the duties of a higher classification than that in which the employee is currently employed, said employee shall be entitled to receive out of classification pay for the period of time that the employee works out of classification. Employees approved to work out of class shall be placed at Step 0 of the classification in which they are

working. If Step 0 does not provide a 5% increase, the employee will be placed at the step on the range that provides a 5% increase. Placement will not exceed Step 4 of the range.

A. In order to receive out of classification pay the following provisions must occur:

1. A vacancy or absence must exist for out of classification pay to be paid.
2. The employee receiving out of classification pay must perform essentially all of the functions of the higher classification in order to receive compensation.
3. The employee shall meet the minimum qualifications for the higher classification in order to be eligible for out of classification pay.
4. The employee shall have completed five (5) consecutive full work days in the higher classification and shall then be eligible for out of classification pay commencing with the sixth (6th) consecutive day working out of classification and continuing for all consecutive days worked thereafter

C. Working out of classification pay will only be authorized upon recommendation to and approval by the Director, Human Resources/Risk Management by the Department Head and will require a Personnel Action Form with supporting documentation justifying the assignment.

Article 11. Special Assignment Pay

Employees performing in a capacity beyond the normal scope of their duties, and with increased and direct responsibility and personal liability for City operations shall be eligible for Special Assignment Pay. Special Assignment Pay shall be at a flat rate not to exceed ten percent (10%) of base salary. Special Assignment Pay will only be authorized upon Department Head recommendation, Human Resources Director concurrence and City Manager approval.

Article 12. Call Back Pay

A.

An employee will be eligible for Call Back Pay when an employee is called in to work outside of their scheduled shift. Call back time will be reimbursed based on a minimum two (2) hour block at time and one-half, with the exception that employees will be reimbursed based on a minimum three-hour block at time and one-half if the call back is between the hours of 12:00 a.m. and 7:00 a.m.

B.

When an employee has worked at least two (2) hours during the eight (8) hours prior to the commencement of his/her regular work schedule, the employee shall report to duty at the regular scheduled shift immediately commencing ten (10) hours after the end of the callback assignment.

C.

When an employee has worked (4) continuous hours within eight (8) hours prior to his/her regular start time, he/she shall get the next day off and shall be compensated at the regular rate of pay for the time off

Article 13. Stand-by Pay

A. Where the working of call back time results in the employee starting his/her regularly scheduled shift after the regularly scheduled shift commences, the missed hours of work shall not be deducted from the employee's hours worked total for the weekly work period.

Employees in the General Employees unit of representation assigned to standby duty shall receive one (1) hour of pay at straight time for standby duty on a week day and four (4) hours of straight time pay for standby duty on a regularly scheduled day off, weekend day or holiday.

In order to qualify for standby pay employees must:

1. Be available via a city issued device;
2. Be able to report to the worksite within thirty (30) minutes; and,
3. Not consume alcoholic beverages or any other debilitating drug while on standby.

B. Any employee who is unable to respond within thirty (30) minutes may be eliminated from the standby rotation.

Article 14. Scheduled Recall to Work

The City agrees that when employees of the Municipal Utilities and Engineering Department are recalled or scheduled to return to work for water system installation or a maintenance project between the hours of 12 midnight and 4:00 a.m., said employees shall receive time and one-half for all hours worked. Employees performing in this capacity shall automatically report to duty on their regularly scheduled shift immediately after a ten (10) hour rest period has occurred from the ending time of the scheduled or recall work assignment.

Article 15. Shift Differential

The City agrees to provide a five-percent (5%) shift differential to those employees who work one-half of their regularly scheduled shifts after 7:00 p.m., not to include overtime, special assignments, emergency hours, etc. worked after 7:00 p.m. The shift differential shall apply to the full regularly scheduled shift.

Article 16. Uniform Allowance

A. **Uniformed employees** shall in lieu of the uniform allowance, be provided uniform rental and laundering services at City expense (valued at $125 per year). Upon termination of employment, employees whose uniforms were provided to them will be required to return the uniforms to the City. It is a requirement that employees wear the designated uniform and appropriate footwear to work daily. Classifications covered by this provision are:

Asphalt Worker	Solid Waste Truck Driver
Building Maintenance Worker	Sr. Asphalt Worker
Cemetery Caretaker II	Sr. Building Maintenance Worker
Cemetery Crew Leader	Sr. Customer Service Field Technician
Cross Connection Control Inspector	Sr. Equipment Operator
Customer Service Field Technician	Sr. Grounds Maintenance Worker I/II
Electrical and Instrumentation Apprentice	Sr. Grove Maintenance Worker
Electrical and Instrumentation Technician	Sr. Street Maintenance Worker I/II
Electrician	Sr. Water Quality Technician
Equipment Mechanic I/II	Tree Trimmer I/II
Equipment Operator OIT/I/II	Utilities Maintenance Foreperson
Fire Mechanic	Wastewater Collection Systems Worker I/II/III
Grounds Maintenance Worker I/II	Wastewater Facilities Operator I/II/III/IV/V
Grover Maintenance Worker	Water Distribution Crew Leader

Laboratory Analyst I/II/III/IV	Water Distribution Operator
Maintenance Worker I/II	Water Meter Reader I/II
Plant Mechanic I/II	Water Quality Technician I/II
Sign & Paint Worker	Water Treatment Operator I/II/III/IV/V
	Welder

The following employees shall in lieu of the clothing allowance be provided five (5) Polo Shirts/T Shirts twice a year, in January and July:

Building Inspector I/II (Polo)	Program Specialist (T-shirt)
Code Enforcement Officer I/II (Polo)	Sr. Building Inspector (Polo)
Program Aid (T-Shirt)	Sr. Code Enforcement Officer (Polo)

B.

Non-uniformed employees in this unit on payroll as of June 1 of each year and at the time the check is issued shall receive an annual three hundred dollars ($300.00) bonus in lieu of the uniform allowance. This bonus will not be reported to PERS as compensation.

C.

Classifications listed below on payroll as of June 1 of each year and at the time the check is issued shall receive an annual $300.00 for required boot/footwear.

D.

Asphalt Worker	Sr. Asphalt Worker
Building Inspector I/II	Sr. Building Inspector
Building Maintenance Worker	Sr. Building Maintenance Worker
Cemetery Caretaker II	Sr. Code Enforcement Officer
Cemetery Crew Leader	Sr. Construction Inspector
Code Enforcement Officer I/II	Sr. Customer Service Field Technician
Construction Inspector	Sr. Equipment Operator
Cross Connection Control Inspector	Sr. Grounds Maintenance Worker I/II
Customer Service Field Technician	Sr. Grove Maintenance Worker
Electrical and Instrumentation Apprentice	Sr. Street Maintenance Worker I/II
Electrical and Instrumentation Technician	Sr. Water Quality Technician
Electrician	Tree Trimmer I/II
Equipment Mechanic I/II	Utilities Maintenance Foreperson
Equipment Operator OIT/I/II	Wastewater Collections System Supervisor
Fire Mechanic	Wastewater Collection Systems Worker I/II/III
Grounds Maintenance Worker I/II	Wastewater Facilities Operator I/II/III/IV/V
Grove Maintenance Worker	Wastewater Supervisor
Laboratory Analyst I/II/III/IV	Water Distribution Crew Leader
Maintenance Worker I/II	Water Distribution Operator
NPDES Inspector I/II	Water Distribution Supervisor
Plant Mechanic I/II	Water Meter Reader I/II
Regulatory Compliance Officer	Water Production Maintenance Supervisor

Sign & Paint Worker	Water Production Operations Supervisor
Solid Waste Route Coordinator	Water Quality Technician I/II
Solid Waste Truck Driver	Water Treatment Operator I/II/III/IV/V
	Welder

E. Employees new to a classification listed in Section D shall receive one half (1/2) of the annual footwear allowance, to be followed on June 1st of their first year with the second half of the footwear allowance. The parties recognize that their best efforts have been made to list the appropriate job classifications and uniform entitlement. In the event there is a change to job duties or an error has been made and a classification has been misidentified, that classification will be added to the above appropriate category. If new classifications are added during the term of this MOU (2023-2026), the City and the unit will meet and confer on eligibility of the newly added classification.

F.

Article 17. RIDESHARING

A. All employees are eligible for participation in the City's ridesharing program. Participation in the program is voluntary and shall be in full compliance of Redlands Ridesharing Program Policy. Approved participants shall receive fifteen (15) minutes of accrued rideshare time for each rideshare day. Ridesharing shall be reported on individual employee timesheets.

B. The program shall be monitored by the Program Coordinator. Participants in violation of the Ridesharing Policy, including falsification of reporting, shall be permanently dismissed from the program and subject to disciplinary action.

Article 18. TUITION REIMBURSEMENT

A. Each Unit employee shall be entitled to tuition reimbursement for courses and books while attending an accredited school of higher learning. The course must be pre-approved by the employee's department head and Human Resources.

B. Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the University of California, Riverside. An employee shall not receive reimbursement in excess of two thousand Dollars ($2,000) in any one fiscal year. The difference between the City's maximum obligation during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available to use by the employee in any subsequent fiscal year.

C. The course must be satisfactorily completed with a minimum grade of "C" or equivalent.

D. Upon the approval of the department head and Human Resources, a Unit employee may use up to two hundred-fifty ($250) per year of their Tuition Reimbursement for attendance at a seminar or conference for the purpose of professional development.

Article 19. BILINGUAL PAY

Employees are eligible for bilingual pay in accordance with the City's Bilingual Pay Program, and upon approval by the Department Head and Human Resources/Risk Management Director. Authorized employees shall receive additional compensation in the amount of one hundred dollars ($100) per month.

A. The eligible dependents of deceased employees shall be entitled to benefits as follows:

B. Sick leave accruals, lifetime medical insurance and other applicable benefits shall be calculated and/or compensated according to the eligibility requirements stated in the current MOU.

C. In the event the deceased employee qualified for a service retirement (i.e. age 50 and with a minimum of five (5) years of service with the City), the City shall calculate and/or compensate benefits in the same manner as an employee service retirement.

Article 20. DEATH OF EMPLOYEE

A. The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City's cafeteria plan that is equal to the difference between the City's minimum PEMHCA contribution and the following amounts:

Article 21. HEALTH INSURANCE

COVERAGE LEVEL	TOTAL CITY CONTRIBUTION UPON APPROVAL AND ADOPTION OF AGREEMENT	EFFECTIVE JANUARY 1, 2024	EFFECTIVE JANUARY 1, 2025
Employee Only:	$750	$775	$800
Employee Plus One Dependent:	$1,500	$1,550	$1,600
Employee plus Two or more Dependents:	$1,950	$2,025	$2,100

B. City contributions to the cafeteria plan may be used toward available cafeteria benefits, including City medical plan premiums, flexible spending account, and post-employment health plan.

C. The City agrees to provide a stipend of three hundred and fifty dollars ($350), on a monthly basis, for those employees with alternative medical coverage who opt for the stipend in lieu of the medical insurance benefit.

D. **RETIREE INSURANCE BENEFITS.**

1. For all unit members who qualify as an "annuitant" under PEMHCA, the City will contribute directly to CalPERS on behalf of each annuitant three hundred and ninety-seven dollars ($397) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989.

2. Upon service retirement and completion of twenty (20) cumulative years of service with the City an employee hired prior to March 11, 2010, who qualifies as an annuitant under PEMHCA, may elect to receive as City contributions to a retiree health savings account the difference between the PEMHCA minimum and the cost of fully paid medical insurance (excludes vision coverage) for the employee and eligible dependents, under the City's medical insurance program. Employees hired on or after March 11, 2010 are not eligible for this benefit.

3. Unit members with ten (10) years of continuous employment with the City who concurrently retire from the City and the CalPERS system and who qualify as an annuitant under PEMHCA may elect to receive the "Medical Bridge." Under the "Medical Bridge," the City will contribute the difference between the PEMCHA minimum and the cost of single party coverage for the retired unit member only for the lowest cost medical and dental insurance plans as provided by the City to its then existing unit members until the member reaches the age of Medicare eligibility at which time the benefit will cease and unit members will only receive the PEMHCA minimum contribution. Unit members who receive the medical bridge can select higher cost plans offered by the City to its then existing members and/or coverage for dependents, however, the additional cost for the plan or additional dependents shall be paid for by the Unit member and not by the City.

The City agrees to pay the full monthly premium for dental insurance under the Principal Financial dental plan or its equivalent for each employee in the unit and all eligible dependents.

Article 22. Dental Insurance

The City agrees to reimburse each employee in the unit up to three hundred dollars ($300) every fiscal year for the purchase of frames and lenses or contact lenses and the cost of eye examinations for the employee and/or his/her dependent or the reimbursement of a 3rd party vision insurance premium, with documentation of paid premiums to be submitted once a year.

Article 23. Vision Care

Article 24. Life Insurance

The City shall contribute the monthly premium for term life insurance in the amount of twenty-five thousand dollars ($25,000) for all employees in the unit.

Article 25. Workers' Compensation/SDI

A.

B. The City agrees to provide City paid State Disability Insurance coverage to all employees in the unit.

Sick leave or compensatory time may be used to supplement a Workers' Compensation or State Disability Insurance check, not to exceed the employee's regular rate of pay. Prior to use of accrued sick leave or compensatory time for this purpose, the State Disability Insurance check stub must be submitted to Payroll.

Article 26. Vacation

A.

The vacation accrual for employees in the unit shall be as follows:

Years/Months of Service	Accrual Rate – Hours
0 – 5 (0-59 months)	80
6 – 7 (60-83)	120
8 – 10 (84-119)	140
11 – 14 (120-167)	160
15+ (168+)	200

The maximum vacation accrual shall be three (3) years. In November of each calendar year all vacation hours in excess of three (3) years accrual will be paid off at the employee's current hourly rate.

ACCRUAL: Sick leave shall be accrued on an hourly basis at the rate of eight (8) hours per calendar
B. month of service.

USE: Employees may use up to half of their annual sick leave accrual, forty-eight (48) hours, to care for ill family members.

Article 27. SICK LEAVE

A. ***BUY BACK:*** In November of each calendar year, each employee in the unit may elect to be paid at his/her current hourly rate for each sick leave day accumulated during the following calendar year in
B. excess of six (6) sick leave days in November of the following year. A total of one (1) year's
C. accumulation, ninety-six (96) hours, must be on the books prior to any compensation being paid. This election is irrevocable and may not be changed after the election is made. Employees in the unit may also choose to accumulate all sick leave days, from calendar year to calendar year, to an unlimited amount.

AT SEPARATION OF SERVICE: Upon voluntary separation of service or layoff with the City, employees
D. with ten (10) or more years of continuous service will be eligible to cash in unused sick leave at the following formula:

YEARS OF SERVICE	PERCENT
10 – 15	**25 %**
16 – 20	**35 %**
21+	**50 %**

In the event of separation due to layoff for an employee with less than 10 years of service, the employee will be eligible for 25% of unused sick leave

E. Employees electing this option shall be responsible for any and all future medical insurance premiums.

UPON SERVICE RETIREMENT: In lieu of the benefit D and upon service retirement under the PERS retirement plan, employees in the unit may elect to have all remaining sick leave accrued at the time of retirement converted to cash value at their final rate of pay and deposited in the Post Employment Health Plan (PEHP) where it can be used for applicable premiums payable under the City's medical
F. insurance program for the employee and the employee's eligible dependents. In the event that the employee dies prior to exhaustion of the cash value of said benefits, the remaining cash value may be applied toward the premiums of covered dependents until exhausted, subject to the conditions and limitations of the PEHP.

Article 28. BEREAVEMENT LEAVE

CONVERSION TO SERVICE CREDIT: In lieu of benefits D and E cited above, employees in the unit may elect to have all remaining sick leave accrued at the time of service retirement converted to PERS service credit.

In the event of a death in the immediate family, an eligible employee will be compensated with four (4) days paid leave. In addition, eligible employees may be allowed to use accrued sick leave with full pay

not to exceed three (3) days. Immediate family shall be defined as the following relatives to either the employee or spouse or registered domestic partner: spouse, register domestic partner, child (including foster child or ward of the court), parent, grandparent, brother, sister, niece, nephew, step-children, and grandchildren. The definition of immediate family will also include the aunt and uncle of the employee only. Bereavement leave may also be used for the significant other of the employee provided the employee shows proof of cohabitation.

It is understood that Bereavement Leave is not just to allow employees to attend funeral services, but to allow employees to morn and process the passing of a family member or help a spouse to do so.
If requested by the employee, Bereavement Leave may be split into two (2) blocks of time that, when combined, shall not exceed the seven (7) days specified above. Bereavement leave must be completed within three (3) months of the death of the family member.

Article 29. Leave of Absence Without Pay

If an employee takes more than five (5) accumulated days of leave without pay in a calendar year, commencing at the beginning of the sixth (6th) day of leave without pay and any day of leave without pay thereafter during the calendar year, sick leave and vacation accruals will be adjusted proportionately to eliminate benefit accruals for any day an employee is on leave without pay status.

Article 30. Military Leave

Military leave shall be granted in accordance with the provisions of State and Federal law. The department head may request copies of the employee's official military orders.

Article 31. Holidays

A. The holidays which will be honored for employees in the unit will include the following, along with any additional day as designated by action of the City Council:

Holiday	Day Observed
New Year's Day	*January 1*
Martin Luther King Day	*Third Monday in January*
President's Day	*Third Monday in February*
Cesar Chavez	*March 31*
Memorial Day	*Last Monday in May*
Juneteenth	*June 19*
Independence Day	*July 4*
Labor Day	*First Monday in September*
Columbus Day	*Second Monday in October*
Veteran's Day	*November 11*
Thanksgiving Day	*Fourth Thursday in November*
Friday after Thanksgiving Day	*Friday after Thanksgiving Day*
Christmas Eve	*December 24*
Christmas Day	*December 25*

B.

If the holiday falls on Saturday, Friday shall be designated as the holiday and if the holiday falls on Sunday, Monday shall be designated as the holiday.

If a scheduled holiday falls on an employee's regular day off, the employee shall be compensated for one day of holiday compensation at straight time. Employees should not be scheduled to work both the designated holiday and the actual holiday.

Holiday pay shall be compensated in accordance with the employee's standard work schedule.

Employees in the unit are also entitled to receive:

C.

1. Two (2) Floating Holidays per calendar year
2. Twenty (20) Hours of Additional Floating Holidays per calendar year

D.

E. Employees in the unit shall not be allowed to carry floating holidays over from one calendar year to the next. Holidays not taken by December 31st of any given year will be forfeited.

The A.K. Smiley Public Library will be closed on the Saturday following Thanksgiving Day.

F.

G. Compensatory Time Off (CTO) shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked in accordance with the Fair Labor Standards Act. CTO shall not accumulate in excess of two hundred (200) hours at any given time. Use of compensatory time-off earned shall be granted so that it does not unduly disrupt the operations of the City. Terminating employees shall be compensated for accrued compensatory hours.

Article 32. Compensatory Time Off

Article 33. Shop Steward Release Time

The Union may designate up to eight (8) Shop Stewards, three (3) Deputy Chief Stewards, and one (1) Chief Steward to attend Union meetings/business on City time.

- Eight Shop Stewards shall be granted up to two (2) hours per month.
- Three Deputy Chief Stewards shall be granted up to five (5) hours per month.
- The Chief Steward shall be granted up to thirteen (13) hours per month. This time shall be in addition to meetings or tasks assigned by the City Manager, Human Resources or City Council members.

Release Time must be scheduled in advance and the supervisor must be notified. The Human Resources Director may approve additional time off for shop stewards as well. A listing of all Shop Stewards, along with their designations, shall be provided to Human Resources upon request of the Business Agent or at a minimum of once a year.

Article 34. Meal Periods

Article 35. Rest Periods

A. Employees shall be entitled to a meal period which shall not be less than thirty (30) minutes or greater than sixty (60) minutes. Every effort will be made to schedule the meal period during the middle of a shift, when possible.

The City agrees to the following: Employees shall be entitled to two (2) daily rest periods ten (10) to fifteen (15) minutes in duration which insofar as practical shall be in the middle of each work period.

The rest periods shall be considered as time worked. Employees required to work beyond their regular tour of duty shall be granted a ten (10) minute rest period for each two (2) hours of work.

The Union understands and agrees to the following. With regard to break periods, the following scenarios should not occur:

1. Combining two daily breaks into one 20-30 minute break.
2. "Banking" breaks from day to day.
3. "Saving" break time in order to extend lunch periods or shorten the workday.

B.

4. Payment of compensatory time off or overtime for "unused" breaks.

Employees are eligible for catastrophic leave in accordance with the City's Catastrophic Leave Policy.

Article 36. Catastrophic Leave

Leave time may be used and reported in increments of fifteen (15) minutes.

Article 37. Leave Time Reporting

The City will pay for the required physical examination for employees required by their job classification to maintain Class A or Class B driver's licenses. Time spent participating in the required physical examination will be considered as time worked. In addition, the City will provide reimbursement up to $2,000 for fees associated with obtaining the initial commercial driver's license. This reimbursement will be provided upon submission of receipts and proof of successfully obtaining the commercial license. Employees within the following classifications will have 9 months from their hire date to obtain the required CDL.

Article 38. Commercial Driver's License

Classifications which require obtaining a CDL prior to the end of probation.
Equipment Operator OIT I
Plant Mechanic I
Tree Trimmer I
Water Distribution Operator
Wastewater Collection System Worker I
Maintenance Worker

Article 39. Employment Examination Procedures

The City shall reimburse employees, with a job classification which requires a Hazardous Materials endorsement, up to $100 to offset the costs associated with maintaining that particular endorsement.

Article 40. Probation

A.

B.

The examination procedure for all City jobs will be as established by the City and Union.

Employees new to the unit shall serve a probationary period of twelve (12) months.

Employees who are promoted shall serve a probationary period of six (6) months. Existing employees who are placed in a new position which requires a probationary period shall also serve a probationary period of six (6) months. A promotional probationary employee who is subject to discipline as defined

by City rules and regulations, shall retain the right to challenge the action in the same manner as a non-promotional employee who has successfully completed the probationary testing period.

Probationary periods may be extended as set forth in the City's Personnel Rules and Regulations.

C. For those employees hired after July 1, 1990, the "review/evaluation date" shall be the day of the month in which the employee completes the probationary period. When an employee receives a promotion, after July 1, 1990, the new review/evaluation date shall be the day of the month in which the employee completes the probationary period in the new classification. When a salary increase is granted, it shall be effective on the beginning of the pay period falling closest to the day of the month the employee was hired or promoted.

Article 41. Review/Evaluation Date

In cases where a performance evaluation has not been received by an employee within 30 days of the eligibility date, the employee should contact the supervisor, who must complete and file the evaluation within ten (10) working days. If the employee has not received a fully completed performance evaluation within 30 days after the date the supervisor was notified, the evaluation shall be considered to have met all the necessary criteria to warrant any merit (step) increase that may be forth coming. Said merit (step) increase shall be paid retroactively to the original eligibility date.

Article 42. Performance Evaluations

The standard tour of duty represents the time that an employee is regularly scheduled to work. The department head shall establish the actual number of hours which comprise the standard tour of duty for each position. Any proposed change shall be communicated to the employees and the union at least two (2) weeks prior to the proposed change being implemented unless mutually agreed upon between the employee and supervisor. If requested by the union, the parties shall expeditiously meet and confer regarding such change. A 75% majority of members in a department may propose a plan for a change in their scheduled tour of duty to their Department head, through their direct supervisor, for review. Human Resources and the Department Head shall provide a written response to the proposal, if the proposal is denied the union shall have no recourse to the grievance procedure. If the proposal is accepted that in no way implies a past practice by the City. This language is in no way intended to take away or change any provision within the Managements Rights clause within the MOU.

Article 43. Workweek /Standard Tour of Duty

Article 44. Solid Waste Route Bidding

The City agrees to adhere to the Solid Waste Route Bidding process, based on seniority, as established as part of the Solid Waste Department's operating procedures.

Article 45. Floater Premium Pay

Solid Waste Truck Drivers who bid and work a floater route shall receive $2.00/hour in addition to their base salary for every hour worked as a floater. To qualify for Floater Premium Pay, an employee must be a full-time Solid Waste Truck Driver with a minimum of 5 years in the classification with the City of Redlands and had not received any discipline above a written reprimand within the past 12 months.

The City may seek only promotional candidates to fill available positions. In this case, distribution of job announcements shall be limited to internal sources. Promotional candidates shall follow the procedures identified in the City's Personnel Rules and Regulations. Employees appointed to promotional positions shall complete a probationary period in accordance with the City's Personnel Rules and Regulations.

Article 46. Promotional Positions

A. Employees appointed to a promotional position shall receive the nearest highest monthly salary which is at least five percent (5%) higher than the employee's previous base salary, but in no case more than the top step of the new salary range.

Article 47. No Strike Provision

B. It is understood and agreed that the service performed by City employees included in this MOU are essential to the public's health, safety, and welfare. Therefore, the Union agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or other action of the City. In the event of a violation of this section, the Union agrees to take affirmative steps with the employees concerned to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The City reserves the right to terminate any employee who instigates or engages in any strike or work stoppage which interrupts or interferes with the operation of the City.

Article 48. Direct Deposit

Direct deposit of employee paychecks will be available to employees in this unit.

Article 49. Personnel File

A. No material which can reasonably be construed, interpreted, or acknowledged to be derogatory shall be placed in an employee's personnel file unless the employee has been allowed to read such material and respond to it, in writing, which response will also be placed in the personnel file.

B. Any employee, upon request, shall have access to his/her personnel file, and shall have the right of reproduction, at cost, of his/her personnel file in full or in part. No portion of an employee's personnel file shall be transmitted to anyone other than the City Manager, Human Resources, Department Head, Risk Management Administrators, or by Court subpoena. The employee is to be notified at the time of the request that the information has been transmitted and to whom it was sent.

C. Once per year, in August, upon written request by the employee to Human Resources, the employee may request to have documented written reprimands, with the exception of expressed violence, harassment, or last chance agreements, issued more than twenty four (24) months prior to the request, removed, provided that no ensuing discipline occurred. Upon removal, the written reprimands shall not be used or referenced in any future disciplinary proceeding. The decision to remove the documents lies with Human Resources and that decision is final. The employee shall have no right to appeal or grieve the decision. In the event the request is denied, the reason for the denial shall be communicated via email to the employee.

Article 50. Copy of MOU to Each Employee

The City will provide each employee in the unit with access to this MOU within sixty (60) days of execution.

The City agrees to review annually with the Union major changes in the Personnel Rules and Regulations and to make available copies of the rules and regulations to all employees. Salary resolutions shall be furnished to the Union and the Chief Steward of the Chapter.

Article 51. RULES, REGULATIONS AND RESOLUTIONS

Article 52. DISCIPLINARY PROCEDURE

A. The Investigatory Interview Process

Prior to any investigatory interview or consultation that could reasonably be construed to result in disciplinary action against the employee, the employee shall be given notice of the interview or consultation as soon as reasonably practical, and shall be advised of his or her right to representation under this section; and upon request shall be afforded an opportunity to contact and consult privately with a representative of the Union. If requested, the employee may have a Union representative present during any such investigatory interview or consultation, and, to the extent practicable, such interviews or consultations shall be conducted during an employee's working hours. Only those persons reasonably necessary to the conduct of the interview shall be present.

The employee or the City may elect to record any such investigatory interview or consultation, unless the parties mutually agree not to record such interview or consultation; however, in the event the City elects to record such an interview or consultation, it shall upon request provide the employee with a copy of said recording. The cost of providing anything other than a digital copy of the recording to the employee shall be borne by the employee.

B. Disciplinary Procedures

No non-probationary employee shall be disciplined without cause. A promotional probationary employee who is subject to discipline as defined by City rules and regulations, shall retain the right to challenge the action in the same manner as a non-promotional employee who has successfully completed the probationary testing period. Rejection from a probationary promotional position for non-disciplinary reasons is not subject to appeal or any other challenge. Disciplinary action shall be defined to include: oral warnings, written reprimands, suspensions, demotions (non-probationary), reduction in pay and discharge. Oral and written reprimands may be initiated at the supervisor/Division Manager level. Disciplinary action more serious than a written reprimand must be initiated at the Department Head level.

1. Notice of Proposed Action

   Whenever an employee is to be discharged, suspended ,demoted (non-probationary), or reduced in step, for disciplinary purposes, written notice of at least five(5)[1] days of the proposed disciplinary action shall be given before such action is to be taken and must include:

   a. Notice of proposed action;

   b. Reasons for proposed action;

[1] Unless specifically noted to be "working days," any reference to days is calendar days.

c. A copy of charges stating specific incidents or specific courses of conduct, e.g. as evidenced by work performance evaluations, and a copy of the written materials upon which the decision to take proposed disciplinary action is based; and

d. A notice to the employee of the right to respond in writing or orally within the five (5) day period.

2. Limitations and Exceptions

a. Oral notice is insufficient as full notice to an employee and may be given only as the initial notice in extraordinary circumstances which call for immediate action.

b. Prior written notice is required in each case, unless provided otherwise herein, regardless of seriousness unless extraordinary circumstances are involved.

c. Employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. The appointing authority may schedule an employee for vacation or holiday leave as the circumstances may warrant. Extraordinary circumstances include but are not limited to situations involving misappropriation of public funds or property; working while under the influence of alcohol or intoxicating drugs; open insubordination; commission of a crime involving moral turpitude punishable by imprisonment for six (6) months or more; and disruption of City business through willful misconduct (altercations, etc.)

d. Oral notice is insufficient as full notice for proposed disciplinary action. In extraordinary circumstances when immediate suspension, demotion, removal, or reduction in step is warranted, initial notice may be given orally. The employee should be told when the initial action is taken what the reasons for the actions are and, in addition, the employee will have an opportunity to respond in writing and/or orally to those charges. The written charges in the case of an immediate disciplinary action must be prepared as soon as possible and normally within a day or two (2) of the initial oral notice.

3. Employee's Response to Proposed Discipline

a. An employee receiving a Notice of Proposed action shall have the right to respond to the Department Head. An employee's opportunity to respond to the Department Head is not intended to be an adversarial hearing. An employee has the right to have a representative of his/her own choosing at the meeting. The employee shall not be accorded the opportunity to cross-examine a department's witnesses, nor to present a formal case in opposition to the proposed discipline. However, the limited nature of this response does not obviate the Department Head's responsibility to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the Department Head's information leading to the discipline proposal. An employee may elect not to respond, thereby waiving any further pre-disciplinary response.

b. The Department Head will evaluate the proposed discipline in light of the employee's response, if any. Within ten (10) days of the employee's response, or deadline for response, a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

4. City Manager Level Appeal

   a. Any permanent employee shall have the right to appeal any termination, suspension, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to those positions which may be deemed exempt or to probationary employees. The appeal process shall not be applicable to verbal and written reprimands, probationary demotions, performance evaluations and denial of performance increases. An employee desiring to appeal the Department Head's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.

   b. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the Department Head shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal meeting shall be scheduled.

   c. The meeting with the City Manager shall be conducted in the same manner as the Response to Proposed Discipline set forth in paragraph 2(B) above.

   d. The City Manager will evaluate the discipline in light of the employee's response, if any. Within ten (10) days of the employee's response a decision will be transmitted in writing to the employee. Service of the decision will be in person or by mail.

5. Advisory Arbitration

   a. An employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the City Manager and received in the City Manager's office so that same is date stamped by the City Manager's office within the ten (10) day period.
   b. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the City Manager shall be considered conclusive and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the City Manager, an appeal hearing shall be established as follows:

      i. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.

      ii. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the City Manager. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.

iii. All hearings shall be private provided, however, that the hearing officer shall, at the request of the employee, open the hearing to the public.

iv. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

v. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

vi. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

vii. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

1. The party imposing discipline shall be permitted to make an opening statement;
2. The appealing party shall then be permitted to make an opening statement;
3. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
4. The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
5. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;
6. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

i. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions.

ii. The hearing officer may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee. He/she may not recommend discipline more stringent than that issued by the City Manager.

iii. The hearing officer's opinion and recommendation shall be filed with the City Council, with a copy sent to the charged employee, and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the hearing officer's recommendation, the opinion shall set forth the date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

iv. Within sixty (60) days of the receipt of the hearing officer's findings, recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s), shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Council.

v. Each party shall equally bear the cost and fees of the hearing officer, the cost of facilities, the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in a hearing officer fee.

vi. In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Council, the time of such suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as

of the date the employee was disciplined pending hearing before and decision by the City Council, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.

vii. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

. Definition

A

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding, provisions of the Personnel Rules and Regulations, and/or written City Policy. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of the City, are not within the scope of this procedure. This procedure is not to be used in lieu of the Disciplinary Appeal Procedure.

. Procedure

B

1. Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervision. Within fifteen (15) days[2] after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. A supervisor shall render a verbal decision within seven (7) days of the conclusion of the informal conference. Failure to provide a verbal decision will automatically advance the process to the next step.
2. If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) days from the date of receiving the answer from his/her supervisor, file a written grievance and request a meeting with the Division Manager, if one exists, in order to discuss the grievance. The written grievance shall contain the following information:
   a. Name of grievant and job title;
   b. Department/Section;
   c. Clear and concise statement of the nature of the grievance including the circumstances and dates involved;
   d. The specific provision(s) of the MOU, City Policy or Personnel rules alleged to have been violated;
   e. Requested remedy;
   f. Name of the grievant's Labor Representative, if any; and

[2] Days refer to calendar days.

g. Date and signature of the grievant or Labor Representative.

3. The Division Manager shall render a decision and comments in writing and return them to the grievant within ten (10) days after receiving the written grievance.

4. If the Division Manager and employee cannot reach a solution to the grievance (or if a Division Manager does not exist), the employee may, within seven (7) days from the date of receiving the answer from the Division Manager, request, in writing, a meeting with the Department Head.

5. The Department Head shall render his/her decision in writing within fifteen (15) days of receiving the appeal. If the Department Head and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) days from the date of the decision by the Department Head, submit a written appeal to the Human Resources Director.

6. The City Manager shall review the grievance and respond to the employee within twenty (20) days of receiving the appeal. The response shall be in writing.

7. An employee desiring to appeal the City Manager's decision shall have ten (10) days after receipt of the response to file an appeal. The employee's request for appeal must be addressed to the Human Resources Director and received in the Human Resources office so that same is date stamped by the Human Resources office within the ten (10) day period.

8. If, within the 10-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the grievance shall be considered conclusive as set forth in the City Manager's decision and shall take effect as prescribed. If within the ten (10) day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Human Resources Director, an appeal hearing shall be established as follows:

   a. The California State Mediation and Conciliation Service shall be requested to submit a list of seven (7) persons qualified to act as hearing officers to the City and the employee. Within ten (10) days following receipt of the list of hearing officers, the parties shall confer to select the hearing officer. The parties shall alternately strike one (1) name from the list of hearing officers (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the hearing officer.

   b. Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the Human Resources Director. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing.

   c. All hearings shall be private provided, however, that the hearing officer shall, at the request of the grievant, open the hearing to the public.

   d. Subpoenas and subpoenas duces tecum pertaining to a hearing shall be issued at the request of either party, not less than seven (7) days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the hearing officer.

   e. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the

existence of any common law or statutory rules which might make improper admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission or exclusion of evidence.

f. Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the grievant does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, hearing officer, employee/employee representative) mutually agree that same is not necessary.

g. The hearing shall proceed in the following order, unless the hearing officer, for special reason, otherwise directs:

   i. The grievant shall be permitted to make an opening statement;

   ii. The City shall then be permitted to make an opening statement;

   iii. The grievant shall produce the evidence on his/her part; the grievant bears the burden of proof and burden of producing evidence;

   iv. The City may then open its defense and offer its evidence in support thereof; the City bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;

   v. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason, permits them to offer evidence upon their original case;

   vi. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the hearing officer.

h. The hearing officer shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The hearing officer shall render his/her judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. The opinion shall set forth findings of fact and conclusions.

i. The hearing officer may recommend sustaining or rejecting any or all of the grievance.

j. The hearing officer's opinion and recommendation shall be filed with the Human Resources Director, with a copy sent to the grievant, and shall set forth his/her findings and recommendations.

k. Within sixty (60) days of the receipt of the hearing officer's findings recommendation, and transcript, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the hearing officer. Prior to making a decision which modifies or rejects the recommendation of the hearing officer, the City Council shall order and read the transcript of the hearing. Prior to making a decision which supports the hearing officer, the City Council may order and read the transcript, at its option. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision, including the hearing officer's recommendation(s) shall be filed where appropriate, including the grievant's personnel file.

l. Each party shall bear equally the cost of facilities, fees and expenses of the hearing officer, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled hearing, thereby resulting in a fee charged by the hearing officer or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.

m. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

9. If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. The City Manager or his/her designee shall respond within the specified timeframe.

10. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her grievance at any level of review. In the event the employee desires the presence of a representative who is an employee of the City, he/she shall make such request through the supervisor and the supervisor shall make the necessary arrangements for the employee representative to be present.

11. The employee and/or his/her representative may use a reasonable amount of work time as determined by the appropriate supervisor or Department Head in presenting the grievance. However, no employee shall absent himself/herself without first being excused by his/her supervisor.

12. No employee shall be required to be represented by an employee organization in processing a grievance. The settlement terms of a grievance which is processed by an employee individually or by a recognized employee organization shall not conflict with the express provisions of a Memorandum of Understanding between the City and the formally recognized employee organization for such unit.

13. Employees shall be assured freedom from reprisal for using the grievance procedures by both the City and the employee organization.

14. A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

15. A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly at the City Manager level within fifteen (15) days after authorized representatives of the employee organization knew, or by reasonable diligence should have known, of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth above.

Article 54. Demotion/Non-Disciplinary

Regular employees who are demoted due to layoff or other non-disciplinary reasons will be required to serve a probationary period of no longer than six (6) months in the lower classification, provided they have not held regular status in the lower classification previously. While serving this new probationary period, the employee will retain due process rights and cannot be disciplined or terminated from City service without due process.

Article 55. Layoff Procedure

A. Should the City Manager determine reductions in force to be necessary due to lack of work or for financial reasons, he/she may initiate Layoffs. Classifications to be affected and the number of employees included will be determined by the City.

B. In determining the order of Layoffs, a combination of factors shall be considered, including but not limited to: qualifications, productivity, general performance, seniority with the City of Redlands, seniority in job classification, and needs of the City. Variations from the order of Layoffs and recall from Layoff may occur when the City deems such variations appropriate under the circumstances.

C. The factors the City may use to determine the order of Layoffs are the following:

1. An employee's last four performance evaluations, provided they are within the last five years;
2. Any history of employee commendations, awards, etc.;
3. Any history of employee disciplinary action;
4. Attendance record, including tardiness and unexcused absences;
5. Safety record, including personal injury and damage to city property that was found to be the fault of the employee;
6. Probationary and temporary employees shall be laid off before a regular employee in the same classification;

7. Between two regular appointees in the same classification with the same skills, abilities, qualifications, merit and/or record, the employee with lesser seniority in the classification may be laid off first;

8. Between two regular appointees in the same classification the employee with lesser skills, abilities, qualifications, merit and\or record than may be laid off first, without regard to seniority;

9. Memoranda of Understanding ("MOU") between the City and affected bargaining units.

D. **BUMPING**

1. “Bumping” means the displacement of an employee from his/her position by an employee in a higher classification who formerly held the same position.

2. Where two or more employees are laid off from the same position, the employee with the greatest seniority in that classification shall have the first opportunity to bump as set forth below.

3. A laid-off employee shall be entitled to bump an employee in the same position previously held by the laid off employee. The laid off employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified by the job classification specification. A laid-off employee shall not bump an employee with greater skills, abilities, qualifications, merit and/or record. Laid off employees may also be placed in a vacant lower classification for which they meet the minimum qualifications. Employees must utilize the option that places them in the highest available position.

4. A laid-off employee in a supervisor classification shall be entitled to bump an employee in a lower position directly supervised by the laid-off employee. The laid-off employee must be able to perform the essential job functions of the lower position and possess the minimum qualifications of the position as specified by the job classification. Employees must utilize the option that places them in the highest position.

5. The City will notify laid-off employees of any positions available for bumping. Following such notification, the employee must notify the Human Resources Director in writing of his/her intent to exercise the bumping rights within seven (7) calendar days, and the position and classification in to which he/she intends to bump. Failure to provide such notification will be deemed a waiver of bumping rights by the employee.

6. Where there is more than one employee in a position available for bumping, the factors in paragraph C of this Section will be used to determine which employee, if any, will be bumped.

7. The process will be repeated at the next classification level where an employee bumps in and creates an overage in that classification.

8. Any displaced employee shall be considered as laid-off for the same reason as the person who displaced them and shall in the same manner be eligible to displace another employee based on the criteria specified in paragraph D of this Rule.

E. **REINSTATEMENT FROM LAYOFF**

1. The names of probationary and regular employees who have been laid off shall be placed on appropriate reemployment lists. Such names shall remain thereon for a period of one year unless such persons are sooner reemployed.

2. An employee who is reemployed from layoff within one (1) year in any classification within this bargaining unit, shall receive credit for former years of service.
3. Employees who, following layoff from a position or layoff from City employment may be reinstated upon the recommendation of the Department Head and with the approval of the Human Resources Director, to the position from which they were laid off based on their qualifications, availability, and the needs of the organization pursuant to this paragraph.

The parties agree that this provision shall become a maintenance of membership provision obligating all employees to pay dues/fees, as applicable by law, at the amount issued by the local union, until the expiration of the MOU and shall have the right to terminate their membership dues/fees only during the thirty-day period falling between sixty days and thirty days prior to the expiration of this MOU.

Article 56. Maintenance of Membership

The City agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to D.R.I.V.E. (Democrat Republican Independent Voter Education). Twice per year, (in March and October), D.R.I.V.E. shall notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck for all weeks worked. The phrase "weeks worked" excludes any week where an employee is in unpaid status. The City shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the City annually for the City's actual cost for the expense incurred in administering the payroll deduction plan.

Article 57. D.R.I.V.E.

It is understood that this MOU shall constitute a bar to any petition or request for decertification of the Union as the formally recognized employee organization in the General Employees unit of representation at any time prior to the expiration date of this MOU.

In addition, no petitions for unit modification of the General Employees unit will be accepted by the City without the express agreement of the Union.

The provisions of this Article shall not be applicable where precluded by law. The Union, its successors and assigns, shall indemnify, defend and hold harmless, the City, including its agents and employees, against any claims, suit or actions made or brought against the City, including its agents and employees, for any expenses, losses or damages incurred by the City, including its agents and employees, on account of the provisions of this article.

Article 58. Unit Modification

The City and the Union shall work together in the interest of maintaining, and improving efficiency in all municipal operations and conservation of materials, supplies, and equipment, and for the improvement in quality of workmanship and service to the public.

Article 59. Communications

The City and the Union consider themselves mutually responsible to improve communications between management and employees and will use their best endeavors in establishing and maintaining effective communication channels.

The City agrees that the Union may utilize bulletin board space in designated areas upon mutual agreement with the City. The Union will provide bulletin boards. The City agrees to allow the use of inter-departmental mail for distribution of union materials to Shop Stewards.

Article 60. Use of Bulletin Boards

All benefits, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent.

Article 61. Prevailing Benefits

If a successor MOU is not negotiated by June 30, 2026, this MOU shall remain in force until a successor MOU is negotiated or the impasse process for a successor MOU has been concluded.

Article 62. Extension of MOU

If any provision of this MOU, or the application of any provision, should be rendered invalid by court or legislative action, the remaining portions of this Agreement shall remain in full force and effect.

Article 63. Savings Clause

Article 64. Zipper Clause

The parties agree that all negotiable items have been discussed during negotiations leading to this MOU, including salaries and benefits, and conditions of employment and therefore further agree that negotiations will not be reopened on any item during the life of this MOU except by mutual agreement or as provided elsewhere in this MOU.

Article 65. Signatures

City of Redlands		Teamsters Local #1932	
x		x	
Eddie Tejeda, Mayor	**Date**	**Teamsters Representative**	**Date**
ATTEST: _____ Jeanne Donaldson, City Clerk		x **Chief Steward**	**Date**

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS10	NE	HOURLY	17.404	18.274	19.187	20.147	21.154	21.789	22.224
		MONTHLY	3017	3167	3326	3492	**3666.71**	3777	3852
		ANNUAL	36199	38009	39910	41905	44001	45321	46227
CS11	NE	HOURLY	17.578	18.456	19.379	20.348	21.366	22.007	22.447
		MONTHLY	3047	3199	3359	3527	**3703**	3814	3891
		ANNUAL	36561	38389	40309	42324	44441	45774	46689
CS12	NE	HOURLY	17.753	18.641	19.573	20.552	21.579	22.227	22.671
		MONTHLY	3077	3231	3393	3562	**3740**	3853	3930
		ANNUAL	36927	38773	40712	42748	44885	46231	47156
CS13	NE	HOURLY	17.931	18.827	19.769	20.757	21.795	22.449	22.898
		MONTHLY	3108	3263	3427	3598	**3778**	3891	3969
		ANNUAL	37296	39161	41119	43175	45334	46694	47628
CS14	NE	HOURLY	18.110	19.016	19.966	20.965	22.013	22.673	23.127
		MONTHLY	3139	3296	3461	3634	**3816**	3930	4009
		ANNUAL	37669	39553	41530	43607	45787	47161	48104
CS15	NE	HOURLY	18.291	19.206	20.166	21.174	22.233	22.900	23.358
		MONTHLY	3170	3329	3495	3670	**3854**	3969	4049
		ANNUAL	38046	39948	41946	44043	46245	47632	48585
CS16	NE	HOURLY	18.474	19.398	20.368	21.386	22.455	23.129	23.592
		MONTHLY	3202	3362	3530	3707	**3892**	4009	4089
		ANNUAL	38426	40348	42365	44483	46707	48109	49071
CS17	NE	HOURLY	18.659	19.592	20.571	21.600	22.680	23.360	23.828
		MONTHLY	3234	3396	3566	3744	**3931**	4049	4130
		ANNUAL	38811	40751	42789	44928	47175	48590	49562
CS18	NE	HOURLY	18.846	19.788	20.777	21.816	22.907	23.594	24.066
		MONTHLY	3267	3430	3601	3781	**3971**	4090	4171
		ANNUAL	39199	41159	43217	45377	47646	49076	50057
CS19	NE	HOURLY	19.034	19.986	20.985	22.034	23.136	23.830	24.307
		MONTHLY	3299	3464	3637	3819	**4010**	4131	4213
		ANNUAL	39591	41570	43649	45831	48123	49566	50558
CS20	NE	HOURLY	19.224	20.186	21.195	22.255	23.367	24.068	24.550
		MONTHLY	3332	3499	3674	3857	**4050**	4172	4255
		ANNUAL	39987	41986	44085	46289	48604	50062	51063
CS21	NE	HOURLY	19.417	20.387	21.407	22.477	23.601	24.309	24.795
		MONTHLY	3366	3534	3711	3896	**4091**	4214	4298
		ANNUAL	40386	42406	44526	46752	49090	50563	51574
CS22	NE	HOURLY	19.611	20.591	21.621	22.702	23.837	24.552	25.043
		MONTHLY	3399	3569	3748	3935	**4132**	4256	4341
		ANNUAL	40790	42830	44971	47220	49581	51068	52090

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS23	NE	HOURLY	19.807	20.797	21.837	22.929	24.075	24.798	25.294
		MONTHLY	3433	3605	3785	3974	**4173**	4298	4384
		ANNUAL	41198	43258	45421	47692	50077	51579	52611
CS24	NE	HOURLY	20.005	21.005	22.055	23.158	24.316	25.046	25.546
		MONTHLY	3468	3641	3823	4014	**4215**	4341	4428
		ANNUAL	41610	43691	45875	48169	50577	52095	53137
CS25	NE	HOURLY	20.205	21.215	22.276	23.390	24.559	25.296	25.802
		MONTHLY	3502	3677	3861	4054	**4257**	4385	4472
		ANNUAL	42026	44128	46334	48651	51083	52616	53668
CS26	NE	HOURLY	20.407	21.427	22.499	23.624	24.805	25.549	26.060
		MONTHLY	3537	3714	3900	4095	**4300**	4428	4517
		ANNUAL	42447	44569	46797	49137	51594	53142	54205
CS27	NE	HOURLY	20.611	21.642	22.724	23.860	25.053	25.804	26.321
		MONTHLY	3573	3751	3939	4136	**4343**	4473	4562
		ANNUAL	42871	45015	47265	49629	52110	53673	54747
CS28	NE	HOURLY	20.817	21.858	22.951	24.098	25.303	26.063	26.584
		MONTHLY	3608	3789	3978	4177	**4386**	4518	4608
		ANNUAL	43300	45465	47738	50125	52631	54210	55294
CS29	NE	HOURLY	21.025	22.077	23.180	24.339	25.556	26.323	26.850
		MONTHLY	3644	3827	4018	4219	**4430**	4563	4654
		ANNUAL	43733	45919	48215	50626	53157	54752	55847
CS30	NE	HOURLY	21.236	22.297	23.412	24.583	25.812	26.586	27.118
		MONTHLY	3681	3865	4058	4261	**4474**	4608	4700
		ANNUAL	44170	46379	48698	51132	53689	55300	56406
CS31	NE	HOURLY	21.448	22.520	23.646	24.829	26.070	26.852	27.389
		MONTHLY	3718	3904	4099	4304	**4519**	4654	4747
		ANNUAL	44612	46842	49184	51644	54226	55853	56970
CS32	NE	HOURLY	21.662	22.746	23.883	25.077	26.331	27.121	27.663
		MONTHLY	3755	3943	4140	4347	**4564**	4701	4795
		ANNUAL	45058	47311	49676	52160	54768	56411	57539
CS33	NE	HOURLY	21.879	22.973	24.122	25.328	26.594	27.392	27.940
		MONTHLY	3792	3982	4181	4390	**4610**	4748	4843
		ANNUAL	45508	47784	50173	52682	55316	56975	58115
CS34	NE	HOURLY	22.098	23.203	24.363	25.581	26.860	27.666	28.219
		MONTHLY	3830	4022	4223	4434	**4656**	4795	4891
		ANNUAL	45964	48262	50675	53209	55869	57545	58696
CS35	NE	HOURLY	22.319	23.435	24.607	25.837	27.129	27.943	28.501
		MONTHLY	3869	4062	4265	4478	**4702**	4843	4940
		ANNUAL	46423	48744	51182	53741	56428	58121	59283

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS36	NE	HOURLY	22.542	23.669	24.853	26.095	27.400	28.222	28.786
		MONTHLY	3907	4103	4308	4523	**4749**	4892	4990
		ANNUAL	46887	49232	51693	54278	56992	58702	59876
CS37	NE	HOURLY	22.767	23.906	25.101	26.356	27.674	28.504	29.074
		MONTHLY	3946	4144	4351	4568	**4797**	4941	5040
		ANNUAL	47356	49724	52210	54821	57562	59289	60475
CS38	NE	HOURLY	22.995	24.145	25.352	26.620	27.951	28.789	29.365
		MONTHLY	3986	4185	4394	4614	**4845**	4990	5090
		ANNUAL	47830	50221	52732	55369	58137	59882	61079
CS39	NE	HOURLY	23.225	24.386	25.606	26.886	28.230	29.077	29.659
		MONTHLY	4026	4227	4438	4660	**4893**	5040	5141
		ANNUAL	48308	50724	53260	55923	58719	60480	61690
CS40	NE	HOURLY	23.457	24.630	25.862	27.155	28.513	29.368	29.955
		MONTHLY	4066	4269	4483	4707	**4942**	5090	5192
		ANNUAL	48791	51231	53792	56482	59306	61085	62307
CS41	NE	HOURLY	23.692	24.876	26.120	27.426	28.798	29.662	30.255
		MONTHLY	4107	4312	4528	4754	**4992**	5141	5244
		ANNUAL	49279	51743	54330	57047	59899	61696	62930
CS42	NE	HOURLY	23.929	25.125	26.382	27.701	29.086	29.958	30.557
		MONTHLY	4148	4355	4573	4801	**5042**	5193	5297
		ANNUAL	49772	52261	54874	57617	60498	62313	63559
CS43	NE	HOURLY	24.168	25.377	26.645	27.978	29.376	30.258	30.863
		MONTHLY	4189	4399	4619	4849	**5092**	5245	5350
		ANNUAL	50270	52783	55422	58193	61103	62936	64195
CS44	NE	HOURLY	24.410	25.630	26.912	28.257	29.670	30.560	31.172
		MONTHLY	4231	4443	4665	4898	**5143**	5297	5403
		ANNUAL	50772	53311	55977	58775	61714	63566	64837
CS45	NE	HOURLY	24.654	25.887	27.181	28.540	29.967	30.866	31.483
		MONTHLY	4273	4487	4711	4947	**5194**	5350	5457
		ANNUAL	51280	53844	56536	59363	62331	64201	65485
CS46	NE	HOURLY	24.900	26.145	27.453	28.825	30.267	31.175	31.798
		MONTHLY	4316	4532	4758	4996	**5246**	5404	5512
		ANNUAL	51793	54383	57102	59957	62955	64843	66140
CS47	NE	HOURLY	25.149	26.407	27.727	29.114	30.569	31.486	32.116
		MONTHLY	4359	4577	4806	5046	**5299**	5458	5567
		ANNUAL	52311	54926	57673	60556	63584	65492	66801
CS48	NE	HOURLY	25.401	26.671	28.005	29.405	30.875	31.801	32.437
		MONTHLY	4403	4623	4854	5097	**5352**	5512	5622
		ANNUAL	52834	55476	58249	61162	64220	66147	67469

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS49	NE	HOURLY	25.655	26.938	28.285	29.699	31.184	32.119	32.762
		MONTHLY	4447	4669	4903	5148	**5405**	5567	5679
		ANNUAL	53362	56030	58832	61773	64862	66808	68144
CS50	NE	HOURLY	25.911	27.207	28.567	29.996	31.496	32.440	33.089
		MONTHLY	4491	4716	4952	5199	**5459**	5623	5735
		ANNUAL	53896	56591	59420	62391	65511	67476	68826
CS51	NE	HOURLY	26.171	27.479	28.853	30.296	31.811	32.765	33.420
		MONTHLY	4536	4763	5001	5251	**5514**	5679	5793
		ANNUAL	54435	57157	60014	63015	66166	68151	69514
CS52	NE	HOURLY	26.432	27.754	29.142	30.599	32.129	33.092	33.754
		MONTHLY	4582	4811	5051	5304	**5569**	5736	5851
		ANNUAL	54979	57728	60615	63645	66828	68832	70209
CS53	NE	HOURLY	26.697	28.031	29.433	30.905	32.450	33.423	34.092
		MONTHLY	4627	4859	5102	5357	**5625**	5793	5909
		ANNUAL	55529	58305	61221	64282	67496	69521	70911
CS54	NE	HOURLY	26.964	28.312	29.727	31.214	32.774	33.758	34.433
		MONTHLY	4674	4907	5153	5410	**5681**	5851	5968
		ANNUAL	56084	58888	61833	64925	68171	70216	71620
CS55	NE	HOURLY	27.233	28.595	30.025	31.526	33.102	34.095	34.777
		MONTHLY	4720	4956	5204	5464	**5738**	5910	6028
		ANNUAL	56645	59477	62451	65574	68852	70918	72336
CS56	NE	HOURLY	27.506	28.881	30.325	31.841	33.433	34.436	35.125
		MONTHLY	4768	5006	5256	5519	**5795**	5969	6088
		ANNUAL	57212	60072	63076	66230	69541	71627	73060
CS57	NE	HOURLY	27.781	29.170	30.628	32.160	33.768	34.781	35.476
		MONTHLY	4815	5056	5309	5574	**5853**	6029	6149
		ANNUAL	57784	60673	63707	66892	70236	72344	73790
CS58	NE	HOURLY	28.058	29.461	30.934	32.481	34.105	35.128	35.831
		MONTHLY	4863	5107	5362	5630	**5912**	6089	6211
		ANNUAL	58362	61280	64344	67561	70939	73067	74528
CS59	NE	HOURLY	28.339	29.756	31.244	32.806	34.446	35.480	36.189
		MONTHLY	4912	5158	5416	5686	**5971**	6150	6273
		ANNUAL	58945	61892	64987	68236	71648	73798	75274
CS60	NE	HOURLY	28.622	30.054	31.556	33.134	34.791	35.834	36.551
		MONTHLY	4961	5209	5470	5743	**6030**	6211	6336
		ANNUAL	59535	62511	65637	68919	72365	74536	76026
CS61	NE	HOURLY	28.909	30.354	31.872	33.465	35.139	36.193	36.917
		MONTHLY	5011	5261	5524	5801	**6091**	6273	6399
		ANNUAL	60130	63136	66293	69608	73088	75281	76787

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS62	NE	HOURLY	29.198	30.658	32.190	33.800	35.490	36.555	37.286
		MONTHLY	5061	5314	5580	5859	**6152**	6336	6463
		ANNUAL	60731	63768	66956	70304	73819	76034	77554
CS63	NE	HOURLY	29.490	30.964	32.512	34.138	35.845	36.920	37.659
		MONTHLY	5112	5367	5635	5917	**6213**	6400	6527
		ANNUAL	61339	64405	67626	71007	74557	76794	78330
CS64	NE	HOURLY	29.785	31.274	32.837	34.479	36.203	37.289	38.035
		MONTHLY	5163	5421	5692	5976	**6275**	6464	6593
		ANNUAL	61952	65050	68302	71717	75303	77562	79113
CS65	NE	HOURLY	30.082	31.587	33.166	34.824	36.565	37.662	38.416
		MONTHLY	5214	5475	5749	6036	**6338**	6528	6659
		ANNUAL	62571	65700	68985	72434	76056	78338	79904
CS66	NE	HOURLY	30.383	31.902	33.498	35.172	36.931	38.039	38.800
		MONTHLY	5266	5530	5806	6097	**6401**	6593	6725
		ANNUAL	63197	66357	69675	73159	76817	79121	80703
CS67	NE	HOURLY	30.687	32.221	33.833	35.524	37.300	38.419	39.188
		MONTHLY	5319	5585	5864	6158	**6465**	6659	6793
		ANNUAL	63829	67021	70372	73890	77585	79912	81510
CS68	NE	HOURLY	30.994	32.544	34.171	35.879	37.673	38.804	39.580
		MONTHLY	5372	5641	5923	6219	**6530**	6726	6860
		ANNUAL	64467	67691	71075	74629	78361	80711	82326
CS69	NE	HOURLY	31.304	32.869	34.513	36.238	38.050	39.192	39.975
		MONTHLY	5426	5697	5982	6281	**6595**	6793	6929
		ANNUAL	65112	68368	71786	75375	79144	81518	83149
CS70	NE	HOURLY	31.617	33.198	34.858	36.601	38.431	39.583	40.375
		MONTHLY	5480	5754	6042	6344	**6661**	6861	6998
		ANNUAL	65763	69051	72504	76129	79936	82334	83980
CS71	NE	HOURLY	31.933	33.530	35.206	36.967	38.815	39.979	40.779
		MONTHLY	5535	5812	6102	6408	**6728**	6930	7068
		ANNUAL	66421	69742	73229	76890	80735	83157	84820
CS72	NE	HOURLY	32.252	33.865	35.558	37.336	39.203	40.379	41.187
		MONTHLY	5590	5870	6163	6472	**6795**	6999	7139
		ANNUAL	67085	70439	73961	77659	81542	83989	85668
CS73	NE	HOURLY	32.575	34.204	35.914	37.710	39.595	40.783	41.599
		MONTHLY	5646	5929	6225	6536	**6863**	7069	7210
		ANNUAL	67756	71144	74701	78436	82358	84828	86525
CS74	NE	HOURLY	32.901	34.546	36.273	38.087	39.991	41.191	42.015
		MONTHLY	5703	5988	6287	6602	**6932**	7140	7283
		ANNUAL	68433	71855	75448	79220	83181	85677	87390

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS75	NE	HOURLY	33.230	34.891	36.636	38.468	40.391	41.603	42.435
		MONTHLY	5760	6048	6350	6668	**7001**	7211	7355
		ANNUAL	69118	72574	76202	80012	84013	86534	88264
CS76	NE	HOURLY	33.562	35.240	37.002	38.852	40.795	42.019	42.859
		MONTHLY	5817	6108	6414	6734	**7071**	7283	7429
		ANNUAL	69809	73299	76964	80813	84853	87399	89147
CS77	NE	HOURLY	33.898	35.593	37.372	39.241	41.203	42.439	43.288
		MONTHLY	5876	6169	6478	6802	**7142**	7356	7503
		ANNUAL	70507	74032	77734	81621	85702	88273	90038
CS78	NE	HOURLY	34.237	35.948	37.746	39.633	41.615	42.863	43.721
		MONTHLY	5934	6231	6543	6870	**7213**	7430	7578
		ANNUAL	71212	74773	78511	82437	86559	89156	90939
CS79	NE	HOURLY	34.579	36.308	38.123	40.029	42.031	43.292	44.158
		MONTHLY	5994	6293	6608	6938	**7285**	7504	7654
		ANNUAL	71924	75520	79296	83261	87424	90047	91848
CS80	NE	HOURLY	34.925	36.671	38.505	40.430	42.451	43.725	44.599
		MONTHLY	6054	6356	6674	7008	**7358**	7579	7731
		ANNUAL	72644	76276	80089	84094	88299	90948	92767
CS81	NE	HOURLY	35.274	37.038	38.890	40.834	42.876	44.162	45.045
		MONTHLY	6114	6420	6741	7078	**7432**	7655	7808
		ANNUAL	73370	77038	80890	84935	89182	91857	93694
CS82	NE	HOURLY	35.627	37.408	39.278	41.242	43.305	44.604	45.496
		MONTHLY	6175	6484	6808	7149	**7506**	7731	7886
		ANNUAL	74104	77809	81699	85784	90073	92776	94631
CS83	NE	HOURLY	35.983	37.782	39.671	41.655	43.738	45.050	45.951
		MONTHLY	6237	6549	6876	7220	**7581**	7809	7965
		ANNUAL	74845	78587	82516	86642	90974	93703	95577
CS84	NE	HOURLY	36.343	38.160	40.068	42.071	44.175	45.500	46.410
		MONTHLY	6299	6614	6945	7292	**7657**	7887	8044
		ANNUAL	75593	79373	83341	87508	91884	94640	96533
CS85	NE	HOURLY	36.706	38.542	40.469	42.492	44.617	45.955	46.874
		MONTHLY	6362	6681	7015	7365	**7734**	7966	8125
		ANNUAL	76349	80167	84175	88384	92803	95587	97499
CS86	NE	HOURLY	37.073	38.927	40.873	42.917	45.063	46.415	47.343
		MONTHLY	6426	6747	7085	7439	**7811**	8045	8206
		ANNUAL	77113	80968	85017	89267	93731	96543	98474
CS87	NE	HOURLY	37.444	39.316	41.282	43.346	45.514	46.879	47.816
		MONTHLY	6490	6815	7156	7513	**7889**	8126	8288
		ANNUAL	77884	81778	85867	90160	94668	97508	99458

Employee Units Included:
Redlands Civilian Safety Employees Association

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
CS88	NE	HOURLY	37.819	39.709	41.695	43.780	45.969	47.348	48.295
		MONTHLY	6555	6883	7227	7588	**7968**	8207	8371
		ANNUAL	78663	82596	86725	91062	95615	98483	100453
CS89	NE	HOURLY	38.197	40.107	42.112	44.217	46.428	47.821	48.778
		MONTHLY	6621	6952	7299	7664	**8048**	8289	8455
		ANNUAL	79449	83422	87593	91972	96571	99468	101457
CS90	NE	HOURLY	38.579	40.508	42.533	44.660	46.893	48.299	49.265
		MONTHLY	6687	7021	7372	7741	**8128**	8372	8539
		ANNUAL	80244	84256	88469	92892	97537	100463	102472

Employee Units Included:
Teamsters

City of Redlands
SALARY SCHEDULE

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T5	NE	HOURLY	17.444	18.317	19.232	20.194	21.204	21.840	22.277
		MONTHLY	3024	3175	3334	3500	**3675.33**	3786	3861
		ANNUAL	36284	38099	40004	42004	44104	45427	46336
T6	NE	HOURLY	17.619	18.500	19.425	20.396	21.416	22.058	22.500
		MONTHLY	3054	3207	3367	3535	**3712**	3823	3900
		ANNUAL	36647	38480	40404	42424	44545	45881	46799
T7	NE	HOURLY	17.795	18.685	19.619	20.600	21.630	22.279	22.725
		MONTHLY	3084	3239	3401	3571	**3749**	3862	3939
		ANNUAL	37014	38864	40808	42848	44990	46340	47267
T8	NE	HOURLY	17.973	18.872	19.815	20.806	21.846	22.502	22.952
		MONTHLY	3115	3271	3435	3606	**3787**	3900	3978
		ANNUAL	37384	39253	41216	43277	45440	46804	47740
T9	NE	HOURLY	18.153	19.060	20.013	21.014	22.065	22.727	23.181
		MONTHLY	3146	3304	3469	3642	**3825**	3939	4018
		ANNUAL	37758	39646	41628	43709	45895	47272	48217
T10	NE	HOURLY	18.334	19.251	20.214	21.224	22.285	22.954	23.413
		MONTHLY	3178	3337	3504	3679	**3863**	3979	4058
		ANNUAL	38135	40042	42044	44146	46354	47744	48699
T11	NE	HOURLY	18.518	19.444	20.416	21.436	22.508	23.184	23.647
		MONTHLY	3210	3370	3539	3716	**3901**	4018	4099
		ANNUAL	38517	40442	42465	44588	46817	48222	49186
T12	NE	HOURLY	18.703	19.638	20.620	21.651	22.733	23.415	23.884
		MONTHLY	3242	3404	3574	3753	**3940**	4059	4140
		ANNUAL	38902	40847	42889	45034	47285	48704	49678
T13	NE	HOURLY	18.890	19.834	20.826	21.867	22.961	23.650	24.123
		MONTHLY	3274	3438	3610	3790	**3980**	4099	4181
		ANNUAL	39291	41255	43318	45484	47758	49191	50175
T14	NE	HOURLY	19.079	20.033	21.034	22.086	23.190	23.886	24.364
		MONTHLY	3307	3472	3646	3828	**4020**	4140	4223
		ANNUAL	39684	41668	43751	45939	48236	49683	50677
T15	NE	HOURLY	19.270	20.233	21.245	22.307	23.422	24.125	24.607
		MONTHLY	3340	3507	3682	3867	**4060**	4182	4265
		ANNUAL	40081	42085	44189	46398	48718	50180	51183
T16	NE	HOURLY	19.462	20.435	21.457	22.530	23.656	24.366	24.853
		MONTHLY	3373	3542	3719	3905	**4100**	4223	4308
		ANNUAL	40481	42505	44631	46862	49205	50682	51695
T17	NE	HOURLY	19.657	20.640	21.672	22.755	23.893	24.610	25.102
		MONTHLY	3407	3578	3756	3944	**4141**	4266	4351
		ANNUAL	40886	42931	45077	47331	49697	51188	52212

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T18	NE	HOURLY	19.853	20.846	21.888	22.983	24.132	25.339	26.605
		MONTHLY	3441	3613	3794	3984	**4183**	4392	4612
		ANNUAL	41295	43360	45528	47804	50194	52704	55339
T19	NE	HOURLY	20.052	21.055	22.107	23.213	24.373	25.104	25.607
		MONTHLY	3476	3649	3832	4024	**4225**	4351	4438
		ANNUAL	41708	43793	45983	48282	50696	52217	53262
T20	NE	HOURLY	20.252	21.265	22.328	23.445	24.617	25.355	25.863
		MONTHLY	3510	3686	3870	4064	**4267**	4395	4483
		ANNUAL	42125	44231	46443	48765	51203	52739	53794
T21	NE	HOURLY	20.455	21.478	22.552	23.679	24.863	25.609	26.121
		MONTHLY	3546	3723	3909	4104	**4310**	4439	4528
		ANNUAL	42546	44674	46907	49253	51715	53267	54332
T22	NE	HOURLY	20.660	21.693	22.777	23.916	25.112	25.865	26.382
		MONTHLY	3581	3760	3948	4145	**4353**	4483	4573
		ANNUAL	42972	45120	47376	49745	52233	53799	54875
T23	NE	HOURLY	20.866	21.909	23.005	24.155	25.363	26.124	26.646
		MONTHLY	3617	3798	3988	4187	**4396**	4528	4619
		ANNUAL	43402	45572	47850	50243	52755	54337	55424
T24	NE	HOURLY	21.075	22.129	23.235	24.397	25.617	26.385	26.913
		MONTHLY	3653	3836	4027	4229	**4440**	4573	4665
		ANNUAL	43836	46027	48329	50745	53282	54881	55978
T25	NE	HOURLY	21.286	22.350	23.467	24.641	25.873	26.649	27.182
		MONTHLY	3689	3874	4068	4271	**4485**	4619	4712
		ANNUAL	44274	46488	48812	51253	53815	55430	56538
T26	NE	HOURLY	21.498	22.573	23.702	24.887	26.131	26.915	27.454
		MONTHLY	3726	3913	4108	4314	**4529**	4665	4759
		ANNUAL	44717	46952	49300	51765	54353	55984	57104
T27	NE	HOURLY	21.713	22.799	23.939	25.136	26.393	27.185	27.728
		MONTHLY	3764	3952	4149	4357	**4575**	4712	4806
		ANNUAL	45164	47422	49793	52283	54897	56544	57675
T28	NE	HOURLY	21.931	23.027	24.178	25.387	26.657	27.456	28.005
		MONTHLY	3801	3991	4191	4400	**4620**	4759	4854
		ANNUAL	45615	47896	50291	52806	55446	57109	58251
T29	NE	HOURLY	22.150	23.257	24.420	25.641	26.923	27.731	28.286
		MONTHLY	3839	4031	4233	4444	**4667**	4807	4903
		ANNUAL	46072	48375	50794	53334	56000	57680	58834
T30	NE	HOURLY	22.371	23.490	24.664	25.898	27.192	28.008	28.568
		MONTHLY	3878	4072	4275	4489	**4713**	4855	4952
		ANNUAL	46532	48859	51302	53867	56560	58257	59422

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T31	NE	HOURLY	22.595	23.725	24.911	26.157	27.464	28.288	28.854
		MONTHLY	3916	4112	4318	4534	**4760**	4903	5001
		ANNUAL	46998	49348	51815	54406	57126	58840	60017
T32	NE	HOURLY	22.821	23.962	25.160	26.418	27.739	28.571	29.143
		MONTHLY	3956	4153	4361	4579	**4808**	4952	5051
		ANNUAL	47468	49841	52333	54950	57697	59428	60617
T33	NE	HOURLY	23.049	24.202	25.412	26.682	28.016	28.857	29.434
		MONTHLY	3995	4195	4405	4625	**4856**	5002	5102
		ANNUAL	47942	50339	52856	55499	58274	60022	61223
T34	NE	HOURLY	23.280	24.444	25.666	26.949	28.297	29.145	29.728
		MONTHLY	4035	4237	4449	4671	**4905**	5052	5153
		ANNUAL	48422	50843	53385	56054	58857	60623	61835
T35	NE	HOURLY	23.512	24.688	25.922	27.219	28.580	29.437	30.026
		MONTHLY	4075	4279	4493	4718	**4954**	5102	5204
		ANNUAL	48906	51351	53919	56615	59445	61229	62453
T36	NE	HOURLY	23.748	24.935	26.182	27.491	28.865	29.731	30.326
		MONTHLY	4116	4322	4538	4765	**5003**	5153	5256
		ANNUAL	49395	51865	54458	57181	60040	61841	63078
T37	NE	HOURLY	23.985	25.184	26.444	27.766	29.154	30.029	30.629
		MONTHLY	4157	4365	4584	4813	**5053**	5205	5309
		ANNUAL	49889	52383	55003	57753	60640	62460	63709
T38	NE	HOURLY	24.225	25.436	26.708	28.043	29.446	30.329	30.935
		MONTHLY	4199	4409	4629	4861	**5104**	5257	5362
		ANNUAL	50388	52907	55553	58330	61247	63084	64346
T39	NE	HOURLY	24.467	25.691	26.975	28.324	29.740	30.632	31.245
		MONTHLY	4241	4453	4676	4909	**5155**	5310	5416
		ANNUAL	50892	53436	56108	58914	61859	63715	64989
T40	NE	HOURLY	24.712	25.947	27.245	28.607	30.037	30.939	31.557
		MONTHLY	4283	4498	4722	4959	**5206**	5363	5470
		ANNUAL	51401	53971	56669	59503	62478	64352	65639
T41	NE	HOURLY	24.959	26.207	27.517	28.893	30.338	31.248	31.873
		MONTHLY	4326	4543	4770	5008	**5259**	5416	5525
		ANNUAL	51915	54510	57236	60098	63103	64996	66296
T42	NE	HOURLY	25.209	26.469	27.792	29.182	30.641	31.560	32.192
		MONTHLY	4369	4588	4817	5058	**5311**	5470	5580
		ANNUAL	52434	55055	57808	60699	63734	65646	66959
T43	NE	HOURLY	25.461	26.734	28.070	29.474	30.948	31.876	32.514
		MONTHLY	4413	4634	4866	5109	**5364**	5525	5636
		ANNUAL	52958	55606	58386	61306	64371	66302	67628

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T44	NE	HOURLY	25.715	27.001	28.351	29.769	31.257	32.195	32.839
		MONTHLY	4457	4680	4914	5160	**5418**	5580	5692
		ANNUAL	53488	56162	58970	61919	65015	66965	68304
T45	NE	HOURLY	25.972	27.271	28.635	30.066	31.570	32.517	33.167
		MONTHLY	4502	4727	4963	5211	**5472**	5636	5749
		ANNUAL	54023	56724	59560	62538	65665	67635	68987
T46	NE	HOURLY	26.232	27.544	28.921	30.367	31.885	32.842	33.499
		MONTHLY	4547	4774	5013	5264	**5527**	5693	5806
		ANNUAL	54563	57291	60155	63163	66321	68311	69677
T47	NE	HOURLY	26.494	27.819	29.210	30.671	32.204	33.170	33.834
		MONTHLY	4592	4822	5063	5316	**5582**	5750	5865
		ANNUAL	55108	57864	60757	63795	66985	68994	70374
T48	NE	HOURLY	26.759	28.097	29.502	30.977	32.526	33.502	34.172
		MONTHLY	4638	4870	5114	5369	**5638**	5807	5923
		ANNUAL	55660	58442	61365	64433	67654	69684	71078
T49	NE	HOURLY	27.027	28.378	29.797	31.287	32.851	33.837	34.514
		MONTHLY	4685	4919	5165	5423	**5694**	5865	5982
		ANNUAL	56216	59027	61978	65077	68331	70381	71789
T50	NE	HOURLY	27.297	28.662	30.095	31.600	33.180	34.175	34.859
		MONTHLY	4732	4968	5217	5477	**5751**	5924	6042
		ANNUAL	56778	59617	62598	65728	69014	71085	72506
T51	NE	HOURLY	27.570	28.949	30.396	31.916	33.512	34.517	35.207
		MONTHLY	4779	5018	5269	5532	**5809**	5983	6103
		ANNUAL	57346	60213	63224	66385	69704	71796	73232
T52	NE	HOURLY	27.846	29.238	30.700	32.235	33.847	34.862	35.560
		MONTHLY	4827	5068	5321	5587	**5867**	6043	6164
		ANNUAL	57920	60815	63856	67049	70402	72514	73964
T53	NE	HOURLY	28.124	29.531	31.007	32.557	34.185	35.211	35.915
		MONTHLY	4875	5119	5375	5643	**5925**	6103	6225
		ANNUAL	58499	61424	64495	67720	71106	73239	74703
T54	NE	HOURLY	28.406	29.826	31.317	32.883	34.527	35.563	36.274
		MONTHLY	4924	5170	5428	5700	**5985**	6164	6288
		ANNUAL	59084	62038	65140	68397	71817	73971	75451
T55	NE	HOURLY	28.690	30.124	31.630	33.212	34.872	35.919	36.637
		MONTHLY	4973	5222	5483	5757	**6045**	6226	6350
		ANNUAL	59675	62658	65791	69081	72535	74711	76205
T56	NE	HOURLY	28.977	30.425	31.947	33.544	35.221	36.278	37.003
		MONTHLY	5023	5274	5537	5814	**6105**	6288	6414
		ANNUAL	60271	63285	66449	69772	73260	75458	76967

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T57	NE	HOURLY	29.266	30.730	32.266	33.879	35.573	36.641	37.373
		MONTHLY	5073	5326	5593	5872	**6166**	6351	6478
		ANNUAL	60874	63918	67114	70469	73993	76213	77737
T58	NE	HOURLY	29.559	31.037	32.589	34.218	35.929	37.007	37.747
		MONTHLY	5124	5380	5649	5931	**6228**	6415	6543
		ANNUAL	61483	64557	67785	71174	74733	76975	78514
T59	NE	HOURLY	29.855	31.347	32.915	34.560	36.288	37.377	38.125
		MONTHLY	5175	5434	5705	5990	**6290**	6479	6608
		ANNUAL	62098	65202	68463	71886	75480	77744	79299
T60	NE	HOURLY	30.153	31.661	33.244	34.906	36.651	37.751	38.506
		MONTHLY	5227	5488	5762	6050	**6353**	6543	6674
		ANNUAL	62719	65854	69147	72605	76235	78522	80092
T61	NE	HOURLY	30.455	31.977	33.576	35.255	37.018	38.128	38.891
		MONTHLY	5279	5543	5820	6111	**6416**	6609	6741
		ANNUAL	63346	66513	69839	73331	76997	79307	80893
T62	NE	HOURLY	30.759	32.297	33.912	35.608	37.388	38.510	39.280
		MONTHLY	5332	5598	5878	6172	**6481**	6675	6809
		ANNUAL	63979	67178	70537	74064	77767	80100	81702
T63	NE	HOURLY	31.067	32.620	34.251	35.964	37.762	38.895	39.673
		MONTHLY	5385	5654	5937	6234	**6545**	6742	6877
		ANNUAL	64619	67850	71242	74805	78545	80901	82519
T64	NE	HOURLY	31.377	32.946	34.594	36.323	38.140	39.284	40.069
		MONTHLY	5439	5711	5996	6296	**6611**	6809	6945
T65	NE	HOURLY	31.691	33.276	34.940	36.687	38.521	39.677	40.470
		MONTHLY	5493	5768	6056	6359	**6677**	6877	7015
		ANNUAL	65918	69214	72674	76308	80124	82527	84178
T66	NE	HOURLY	32.008	33.609	35.289	37.053	38.906	40.073	40.875
		MONTHLY	5548	5825	6117	6423	**6744**	6946	7085
		ANNUAL	66577	69906	73401	77071	80925	83352	85020
T67	NE	HOURLY	32.328	33.945	35.642	37.424	39.295	40.474	41.284
		MONTHLY	5604	5884	6178	6487	**6811**	7016	7156
		ANNUAL	67243	70605	74135	77842	81734	84186	85870
T68	NE	HOURLY	32.652	34.284	35.998	37.798	39.688	40.879	41.696
		MONTHLY	5660	5943	6240	6552	**6879**	7086	7227
		ANNUAL	67915	71311	74877	78620	82551	85028	86728
T69	NE	HOURLY	32.978	34.627	36.358	38.176	40.085	41.288	42.113
		MONTHLY	5716	6002	6302	6617	**6948**	7157	7300
		ANNUAL	68594	72024	75625	79407	83377	85878	87596

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T70	NE	HOURLY	33.308	34.973	36.722	38.558	40.486	41.700	42.534
		MONTHLY	5773	6062	6365	6683	**7018**	7228	7373
		ANNUAL	69280	72744	76382	80201	84211	86737	88472
T71	NE	HOURLY	33.641	35.323	37.089	38.944	40.891	42.117	42.960
		MONTHLY	5831	6123	6429	6750	**7088**	7300	7446
		ANNUAL	69973	73472	77145	81003	85053	87604	89356
T72	NE	HOURLY	33.977	35.676	37.460	39.333	41.300	42.539	43.389
		MONTHLY	5889	6184	6493	6818	**7159**	7373	7521
		ANNUAL	70673	74206	77917	81813	85903	88480	90250
T73	NE	HOURLY	34.317	36.033	37.835	39.726	41.713	42.964	43.823
		MONTHLY	5948	6246	6558	6886	**7230**	7447	7596
		ANNUAL	71380	74949	78696	82631	86762	89365	91152
T74	NE	HOURLY	34.660	36.393	38.213	40.124	42.130	43.394	44.262
		MONTHLY	6008	6308	6624	6955	**7302**	7522	7672
		ANNUAL	72093	75698	79483	83457	87630	90259	92064
T75	NE	HOURLY	35.007	36.757	38.595	40.525	42.551	43.828	44.704
		MONTHLY	6068	6371	6690	7024	**7376**	7597	7749
		ANNUAL	72814	76455	80278	84292	88506	91161	92985
T76	NE	HOURLY	35.357	37.125	38.981	40.930	42.977	44.266	45.151
		MONTHLY	6129	6435	6757	7095	**7449**	7673	7826
		ANNUAL	73542	77220	81081	85135	89391	92073	93914
T77	NE	HOURLY	35.711	37.496	39.371	41.339	43.406	44.709	45.603
		MONTHLY	6190	6499	6824	7165	**7524**	7749	7904
		ANNUAL	74278	77992	81891	85986	90285	92994	94854
T78	NE	HOURLY	36.068	37.871	39.765	41.753	43.840	45.156	46.059
		MONTHLY	6252	6564	6893	7237	**7599**	7827	7984
		ANNUAL	75021	78772	82710	86846	91188	93924	95802
T79	NE	HOURLY	36.428	38.250	40.162	42.170	44.279	45.607	46.519
		MONTHLY	6314	6630	6961	7310	**7675**	7905	8063
		ANNUAL	75771	79559	83537	87714	92100	94863	96760
T80	NE	HOURLY	36.793	38.632	40.564	42.592	44.722	46.063	46.985
		MONTHLY	6377	6696	7031	7383	**7752**	7984	8144
		ANNUAL	76529	80355	84373	88591	93021	95812	97728
T81	NE	HOURLY	37.160	39.019	40.969	43.018	45.169	46.524	47.454
		MONTHLY	6441	6763	7101	7456	**7829**	8064	8225
		ANNUAL	77294	81159	85216	89477	93951	96770	98705
T82	NE	HOURLY	37.532	39.409	41.379	43.448	45.620	46.989	47.929
		MONTHLY	6506	6831	7172	7531	**7908**	8145	8308
		ANNUAL	78067	81970	86069	90372	94891	97737	99692

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T83	NE	HOURLY	37.907	39.803	41.793	43.883	46.077	47.459	48.408
		MONTHLY	6571	6899	7244	7606	**7987**	8226	8391
		ANNUAL	78847	82790	86929	91276	95840	98715	100689
T84	NE	HOURLY	38.286	40.201	42.211	44.321	46.537	47.934	48.892
		MONTHLY	6636	6968	7317	7682	**8066**	8308	8475
		ANNUAL	79636	83618	87799	92189	96798	99702	101696
T85	NE	HOURLY	38.669	40.603	42.633	44.765	47.003	48.413	49.381
		MONTHLY	6703	7038	7390	7759	**8147**	8392	8559
		ANNUAL	80432	84454	88677	93110	97766	100699	102713
T86	NE	HOURLY	39.056	41.009	43.059	45.212	47.473	48.897	49.875
		MONTHLY	6770	7108	7464	7837	**8229**	8475	8645
		ANNUAL	81237	85298	89563	94042	98744	101706	103740
T87	NE	HOURLY	39.447	41.419	43.490	45.664	47.948	49.386	50.374
		MONTHLY	6837	7179	7538	7915	**8311**	8560	8731
		ANNUAL	82049	86151	90459	94982	99731	102723	104777
T88	NE	HOURLY	39.841	41.833	43.925	46.121	48.427	49.880	50.877
		MONTHLY	6906	7251	7614	7994	**8394**	8646	8819
		ANNUAL	82869	87013	91364	95932	100728	103750	105825
T89	NE	HOURLY	40.239	42.251	44.364	46.582	48.911	50.379	51.386
		MONTHLY	6975	7324	7690	8074	**8478**	8732	8907
		ANNUAL	83698	87883	92277	96891	101736	104788	106883
T90	NE	HOURLY	40.642	42.674	44.808	47.048	49.400	50.882	51.900
		MONTHLY	7045	7397	7767	8155	**8563**	8820	8996
		ANNUAL	84535	88762	93200	97860	102753	105836	107952
T91	NE	HOURLY	41.048	43.101	45.256	47.519	49.894	51.391	52.419
		MONTHLY	7115	7471	7844	8237	**8648**	8908	9086
		ANNUAL	85380	89649	94132	98839	103780	106894	109032
T92	NE	HOURLY	41.459	43.532	45.708	47.994	50.393	51.905	52.943
		MONTHLY	7186	7545	7923	8319	**8735**	8997	9177
		ANNUAL	86234	90546	95073	99827	104818	107963	110122
T93	NE	HOURLY	41.873	43.967	46.165	48.474	50.897	52.424	53.473
		MONTHLY	7258	7621	8002	8402	**8822**	9087	9269
		ANNUAL	87097	91451	96024	100825	105866	109042	111223
T94	NE	HOURLY	42.292	44.407	46.627	48.958	51.406	52.949	54.007
		MONTHLY	7331	7697	8082	8486	**8910**	9178	9361
		ANNUAL	87968	92366	96984	101833	106925	110133	112336
T95	NE	HOURLY	42.715	44.851	47.093	49.448	51.920	53.478	54.548
		MONTHLY	7404	7774	8163	8571	**9000**	9270	9455
		ANNUAL	88847	93290	97954	102852	107994	111234	113459

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
T96	NE	HOURLY	43.142	45.299	47.564	49.942	52.440	55.062	56.163
		MONTHLY	7478	7852	8244	8657	**9090**	9544	9735
		ANNUAL	89736	94223	98934	103880	109074	114528	116819
T97	NE	HOURLY	43.574	45.752	48.040	50.442	52.964	54.553	55.644
		MONTHLY	7553	7930	8327	8743	**9180**	9456	9645
		ANNUAL	90633	95165	99923	104919	110165	113470	115739
T98	NE	HOURLY	44.009	46.210	48.520	50.946	53.494	55.098	56.200
		MONTHLY	7628	8010	8410	8831	**9272**	9550	9741
		ANNUAL	91539	96116	100922	105968	111267	114605	116897
T99	NE	HOURLY	44.449	46.672	49.005	51.456	54.029	55.649	56.762
		MONTHLY	7705	8090	8494	8919	**9365**	9646	9839
		ANNUAL	92455	97078	101931	107028	112379	115751	118066
T100	NE	HOURLY	44.894	47.139	49.496	51.970	54.569	56.206	57.330
		MONTHLY	7782	8171	8579	9008	**9459**	9742	9937
		ANNUAL	93379	98048	102951	108098	113503	116908	119246

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM27	E	HOURLY	30.233	31.745	33.332	34.998	36.748	37.851	38.608
		MONTHLY	5240	5502	5778	6066	**6370**	6561	6692
		ANNUAL	62885	66029	69330	72797	76437	78730	80304
MM28	E	HOURLY	30.535	32.062	33.665	35.348	37.116	38.229	38.994
		MONTHLY	5293	5557	5835	6127	**6433**	6626	6759
		ANNUAL	63513	66689	70023	73525	77201	79517	81107
MM29	E	HOURLY	30.841	32.383	34.002	35.702	37.487	38.612	39.384
		MONTHLY	5346	5613	5894	6188	**6498**	6693	6827
		ANNUAL	64148	67356	70724	74260	77973	80312	81918
MM30	E	HOURLY	31.149	32.706	34.342	36.059	37.862	38.998	39.778
		MONTHLY	5399	5669	5953	6250	**6563**	6760	6895
		ANNUAL	64790	68029	71431	75002	78753	81115	82738
MM31	E	HOURLY	31.461	33.034	34.685	36.419	38.240	39.388	40.175
		MONTHLY	5453	5726	6012	6313	**6628**	6827	6964
		ANNUAL	65438	68710	72145	75753	79540	81926	83565
MM32	E	HOURLY	31.775	33.364	35.032	36.784	38.623	39.782	40.577
		MONTHLY	5508	5783	6072	6376	**6695**	6895	7033
		ANNUAL	66092	69397	72867	76510	80336	82746	84401
MM33	E	HOURLY	32.093	33.698	35.382	37.152	39.009	40.179	40.983
		MONTHLY	5563	5841	6133	6440	**6762**	6964	7104
		ANNUAL	66753	70091	73595	77275	81139	83573	85245
MM34	E	HOURLY	32.414	34.034	35.736	37.523	39.399	40.581	41.393
		MONTHLY	5618	5899	6194	6504	**6829**	7034	7175
		ANNUAL	67421	70792	74331	78048	81950	84409	86097
MM35	E	HOURLY	32.738	34.375	36.094	37.898	39.793	40.987	41.807
		MONTHLY	5675	5958	6256	6569	**6897**	7104	7246
		ANNUAL	68095	71500	75075	78828	82770	85253	86958
MM36	E	HOURLY	33.065	34.719	36.455	38.277	40.191	41.397	42.225
		MONTHLY	5731	6018	6319	6635	**6966**	7175	7319
		ANNUAL	68776	72215	75825	79617	83597	86105	87828
MM37	E	HOURLY	33.396	35.066	36.819	38.660	40.593	41.811	42.647
		MONTHLY	5789	6078	6382	6701	**7036**	7247	7392
		ANNUAL	69464	72937	76584	80413	84433	86966	88706
MM38	E	HOURLY	33.730	35.416	37.187	39.047	40.999	42.229	43.073
		MONTHLY	5847	6139	6446	6768	**7106**	7320	7466
		ANNUAL	70158	73666	77349	81217	85278	87836	89593
MM39	E	HOURLY	34.067	35.771	37.559	39.437	41.409	42.651	43.504
		MONTHLY	5905	6200	6510	6836	**7178**	7393	7541
		ANNUAL	70860	74403	78123	82029	86131	88715	90489
MM40	E	HOURLY	34.408	36.128	37.935	39.831	41.823	43.078	43.939
		MONTHLY	5964	6262	6575	6904	**7249**	7467	7616
		ANNUAL	71568	75147	78904	82849	86992	89602	91394
MM41	E	HOURLY	34.752	36.490	38.314	40.230	42.241	43.508	44.379
		MONTHLY	6024	6325	6641	6973	**7322**	7541	7692
		ANNUAL	72284	75898	79693	83678	87862	90498	92308
MM42	E	HOURLY	35.100	36.854	38.697	40.632	42.664	43.944	44.822
		MONTHLY	6084	6388	6708	7043	**7395**	7617	7769
		ANNUAL	73007	76657	80490	84515	88740	91403	93231
MM43	E	HOURLY	35.450	37.223	39.084	41.038	43.090	44.383	45.271
		MONTHLY	6145	6452	6775	7113	**7469**	7693	7847
		ANNUAL	73737	77424	81295	85360	89628	92317	94163

*Due to rounding, salary schedules are a close approximation of actual salary.

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM44	E	HOURLY	35.805	37.595	39.475	41.449	43.521	44.827	45.723
		MONTHLY	6206	6517	6842	7184	**7544**	7770	7925
		ANNUAL	74474	78198	82108	86213	90524	93240	95105
MM45	E	HOURLY	36.163	37.971	39.870	41.863	43.956	45.275	46.181
		MONTHLY	6268	6582	6911	7256	**7619**	7848	8005
		ANNUAL	75219	78980	82929	87076	91429	94172	96056
MM46	E	HOURLY	36.525	38.351	40.268	42.282	44.396	45.728	46.642
		MONTHLY	6331	6647	6980	7329	**7695**	7926	8085
		ANNUAL	75971	79770	83758	87946	92344	95114	97016
MM47	E	HOURLY	36.890	38.734	40.671	42.705	44.840	46.185	47.109
		MONTHLY	6394	6714	7050	7402	**7772**	8005	8166
		ANNUAL	76731	80568	84596	88826	93267	96065	97986
MM48	E	HOURLY	37.259	39.122	41.078	43.132	45.288	46.647	47.580
		MONTHLY	6458	6781	7120	7476	**7850**	8085	8247
		ANNUAL	77498	81373	85442	89714	94200	97026	98966
MM49	E	HOURLY	37.631	39.513	41.489	43.563	45.741	47.113	48.056
		MONTHLY	6523	6849	7191	7551	**7928**	8166	8330
		ANNUAL	78273	82187	86296	90611	95142	97996	99956
MM50	E	HOURLY	38.008	39.908	41.904	43.999	46.199	47.585	48.536
		MONTHLY	6588	6917	7263	7626	**8008**	8248	8413
		ANNUAL	79056	83009	87159	91517	96093	98976	100955
MM51	E	HOURLY	38.388	40.307	42.323	44.439	46.661	48.060	49.022
		MONTHLY	6654	6987	7336	7703	**8088**	8330	8497
		ANNUAL	79847	83839	88031	92432	97054	99966	101965
MM52	E	HOURLY	38.772	40.710	42.746	44.883	47.127	48.541	49.512
		MONTHLY	6720	7056	7409	7780	**8169**	8414	8582
		ANNUAL	80645	84677	88911	93357	98025	100965	102985
MM53	E	HOURLY	39.159	41.117	43.173	45.332	47.599	49.026	50.007
		MONTHLY	6788	7127	7483	7858	**8250**	8498	8668
		ANNUAL	81452	85524	89800	94290	99005	101975	104015
MM54	E	HOURLY	39.551	41.529	43.605	45.785	48.074	49.517	50.507
		MONTHLY	6856	7198	7558	7936	**8333**	8583	8755
		ANNUAL	82266	86379	90698	95233	99995	102995	105055
MM55	E	HOURLY	39.947	41.944	44.041	46.243	48.555	50.012	51.012
		MONTHLY	6924	7270	7634	8015	**8416**	8669	8842
		ANNUAL	83089	87243	91605	96186	100995	104025	106105
MM56	E	HOURLY	40.346	42.363	44.481	46.706	49.041	50.512	51.522
		MONTHLY	6993	7343	7710	8096	**8500**	8755	8931
		ANNUAL	83920	88116	92521	97147	102005	105065	107166
MM57	E	HOURLY	40.749	42.787	44.926	47.173	49.531	51.017	52.037
		MONTHLY	7063	7416	7787	8177	**8585**	8843	9020
		ANNUAL	84759	88997	93447	98119	103025	106116	108238
MM58	E	HOURLY	41.157	43.215	45.376	47.644	50.027	51.527	52.558
		MONTHLY	7134	7491	7865	8258	**8671**	8931	9110
		ANNUAL	85606	89887	94381	99100	104055	107177	109320
MM59	E	HOURLY	41.568	43.647	45.829	48.121	50.527	52.043	53.083
		MONTHLY	7205	7565	7944	8341	**8758**	9021	9201
		ANNUAL	86462	90786	95325	100091	105096	108249	110414
MM60	E	HOURLY	41.984	44.083	46.288	48.602	51.032	52.563	53.614
		MONTHLY	7277	7641	8023	8424	**8846**	9111	9293
		ANNUAL	87327	91693	96278	101092	106147	109331	111518

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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM61	E	HOURLY	42.404	44.524	46.750	49.088	51.542	53.089	54.150
		MONTHLY	7350	7718	8103	8509	**8934**	9202	9386
		ANNUAL	88200	92610	97241	102103	107208	110424	112633
MM62	E	HOURLY	42.828	44.969	47.218	49.579	52.058	53.620	54.692
		MONTHLY	7424	7795	8184	8594	**9023**	9294	9480
		ANNUAL	89082	93536	98213	103124	108280	111529	113759
MM63	E	HOURLY	43.256	45.419	47.690	50.075	52.578	54.156	55.239
		MONTHLY	7498	7873	8266	8680	**9114**	9387	9575
		ANNUAL	89973	94472	99195	104155	109363	112644	114897
MM64	E	HOURLY	43.689	45.873	48.167	50.575	53.104	54.697	55.791
		MONTHLY	7573	7951	8349	8766	**9205**	9481	9670
		ANNUAL	90873	95417	100187	105197	110457	113770	116046
MM65	E	HOURLY	44.126	46.332	48.649	51.081	53.635	55.244	56.349
		MONTHLY	7648	8031	8432	8854	**9297**	9576	9767
		ANNUAL	91782	96371	101189	106249	111561	114908	117206
MM66	E	HOURLY	44.567	46.795	49.135	51.592	54.172	55.797	56.913
		MONTHLY	7725	8111	8517	8943	**9390**	9671	9865
		ANNUAL	92699	97334	102201	107311	112677	116057	118378
MM67	E	HOURLY	45.013	47.263	49.627	52.108	54.713	56.355	57.482
		MONTHLY	7802	8192	8602	9032	**9484**	9768	9964
		ANNUAL	93626	98308	103223	108384	113804	117218	119562
MM68	E	HOURLY	45.463	47.736	50.123	52.629	55.260	56.918	58.057
		MONTHLY	7880	8274	8688	9122	**9578**	9866	10063
		ANNUAL	94563	99291	104255	109468	114942	118390	120758
MM69	E	HOURLY	45.917	48.213	50.624	53.155	55.813	57.487	58.637
		MONTHLY	7959	8357	8775	9214	**9674**	9964	10164
		ANNUAL	95508	100284	105298	110563	116091	119574	121965
MM70	E	HOURLY	46.377	48.695	51.130	53.687	56.371	58.062	59.223
		MONTHLY	8039	8441	8863	9306	**9771**	10064	10265
		ANNUAL	96463	101287	106351	111668	117252	120769	123185
MM71	E	HOURLY	46.840	49.182	51.642	54.224	56.935	58.643	59.816
		MONTHLY	8119	8525	8951	9399	**9869**	10165	10368
		ANNUAL	97428	102299	107414	112785	118424	121977	124417
MM72	E	HOURLY	47.309	49.674	52.158	54.766	57.504	59.229	60.414
		MONTHLY	8200	8610	9041	9493	**9967**	10266	10472
		ANNUAL	98402	103322	108489	113913	119609	123197	125661
MM73	E	HOURLY	47.782	50.171	52.680	55.314	58.079	59.822	61.018
		MONTHLY	8282	8696	9131	9588	**10067**	10369	10576
		ANNUAL	99386	104356	109573	115052	120805	124429	126917
MM74	E	HOURLY	48.260	50.673	53.206	55.867	58.660	60.420	61.628
		MONTHLY	8365	8783	9222	9684	**10168**	10473	10682
		ANNUAL	100380	105399	110669	116203	122013	125673	128187
MM75	E	HOURLY	48.742	51.179	53.738	56.425	59.247	61.024	62.244
		MONTHLY	8449	8871	9315	9780	**10269**	10577	10789
		ANNUAL	101384	106453	111776	117365	123233	126930	129469
MM76	E	HOURLY	49.230	51.691	54.276	56.990	59.839	61.634	62.867
		MONTHLY	8533	8960	9408	9878	**10372**	10683	10897
		ANNUAL	102398	107518	112894	118538	124465	128199	130763
MM77	E	HOURLY	49.722	52.208	54.819	57.559	60.437	62.251	63.496
		MONTHLY	8618	9049	9502	9977	**10476**	10790	11006
		ANNUAL	103422	108593	114023	119724	125710	129481	132071

*Due to rounding, salary schedules are a close approximation of actual salary.

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
MM78	E	HOURLY	50.219	52.730	55.367	58.135	61.042	62.873	64.131
		MONTHLY	8705	9140	9597	10077	**10581**	10898	11116
		ANNUAL	104456	109679	115163	120921	126967	130776	133392
MM79	E	HOURLY	50.721	53.258	55.920	58.716	61.652	63.502	64.772
		MONTHLY	8792	9231	9693	10178	**10686**	11007	11227
		ANNUAL	105501	110776	116314	122130	128237	132084	134725
MM80	E	HOURLY	51.229	53.790	56.480	59.304	62.269	64.137	65.420
		MONTHLY	8880	9324	9790	10279	**10793**	11117	11339
		ANNUAL	106556	111883	117478	123351	129519	133405	136073
MM81	E	HOURLY	51.741	54.328	57.044	59.897	62.891	64.778	66.074
		MONTHLY	8968	9417	9888	10382	**10901**	11228	11453
		ANNUAL	107621	113002	118652	124585	130814	134739	137433
MM82	E	HOURLY	52.258	54.871	57.615	60.496	63.520	65.426	66.735
		MONTHLY	9058	9511	9987	10486	**11010**	11341	11567
		ANNUAL	108697	114132	119839	125831	132122	136086	138808
MM83	E	HOURLY	52.781	55.420	58.191	61.101	64.156	66.080	67.402
		MONTHLY	9149	9606	10086	10591	**11120**	11454	11683
		ANNUAL	109784	115274	121037	127089	133444	137447	140196
MM84	E	HOURLY	53.309	55.974	58.773	61.712	64.797	66.741	68.076
		MONTHLY	9240	9702	10187	10697	**11232**	11568	11800
		ANNUAL	110882	116426	122248	128360	134778	138821	141598
MM85	E	HOURLY	53.842	56.534	59.361	62.329	65.445	67.408	68.757
		MONTHLY	9333	9799	10289	10804	**11344**	11684	11918
		ANNUAL	111991	117591	123470	129644	136126	140210	143014
MM86	E	HOURLY	54.380	57.099	59.954	62.952	66.100	68.083	69.444
		MONTHLY	9426	9897	10392	10912	**11457**	11801	12037
		ANNUAL	113111	118767	124705	130940	137487	141612	144444
MM87	E	HOURLY	54.924	57.670	60.554	63.581	66.761	68.763	70.139
		MONTHLY	9520	9996	10496	11021	**11572**	11919	12157
		ANNUAL	114242	119954	125952	132249	138862	143028	145888
MM88	E	HOURLY	55.473	58.247	61.159	64.217	67.428	69.451	70.840
		MONTHLY	9615	10096	10601	11131	**11688**	12038	12279
		ANNUAL	115385	121154	127211	133572	140251	144458	147347
MM89	E	HOURLY	56.028	58.829	61.771	64.859	68.102	70.146	71.548
		MONTHLY	9712	10197	10707	11242	**11804**	12159	12402
		ANNUAL	116538	122365	128484	134908	141653	145903	148821
MM90	E	HOURLY	56.588	59.418	62.389	65.508	68.783	70.847	72.264
		MONTHLY	9809	10299	10814	11355	**11922**	12280	12526
		ANNUAL	117704	123589	129768	136257	143070	147362	150309

*Due to rounding, salary schedules are a close approximation of actual salary.

Employee Units Included:
Redlands Professional Firefighters Association
Redlands Association of Fire Management Employees

City of Redlands
SALARY SCHEDULE

Title	Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5	6 (Longevity 14Years Effective July 1, 2021)	7 (Longevity 19 years)
Firefighter	F50	NE	HOURLY	25.118	26.374	27.693	29.078	30.532	31.448	33.020	34.011
(24 hour days)			MONTHLY	6095	6400	6720	7056	**7409.00**	7631	8013	8253
			ANNUAL	73145	76802	80642	84674	88908	91575	96154	99039
Fire Engineer	F55	NE	HOURLY	29.612	31.092	32.647	34.279	35.993	37.073	38.927	40.095
(24 hour days)			MONTHLY	7186	7545	7922	8318	**8734.41**	8996	9446	9730
			ANNUAL	86230	90541	95068	99822	104813	107957	113355	116756
Fire Captain	F60	NE	HOURLY	34.663	36.397	38.216	40.127	42.134	43.398	45.568	46.935
(24 hour days)			MONTHLY	8412	8832	9274	9738	**10224.43**	10531	11058	11389
			ANNUAL	100940	105987	111286	116851	122693	126374	132693	136673
Battalion Chief	F79	E	HOURLY	63.032	66.184	69.493	72.968	76.616	78.914	82.860	85.346
(40 hour week)			MONTHLY	10926	11472	12045	12648	**13280.11**	13679	14362	14793
			ANNUAL	131107	137662	144545	151773	159361	164142	172349	177520
Battalion Chief	F80	NE	HOURLY	45.023	47.274	49.638	52.120	54.726	56.367	59.186	60.961
(56 hour week)			MONTHLY	10926	11472	12045	12648	**13280.11**	13679	14362	14793
			ANNUAL	131107	137662	144545	151773	159361	164142	172349	177520
Deputy Fire Chief	F85	E	HOURLY	78.790	82.730	86.866	91.210	95.770	98.643	103.575	106.683
(40 hour week)			MONTHLY	13657	14340	15057	15810	**16600.15**	17098	17953	18492
			ANNUAL	163884	172078	180682	189716	199202	205178	215437	221900

*Due to rounding, salary schedules are close approximations of actual salary

Employee Units Included:
Redlands Professional Police Officers Association
Redlands Association of Safety Management Employees

City of Redlands
SALARY SCHEDULE

Title	Range	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity)	6 (Longevity)
Police Officer	P60	HOURLY	37.627	39.509	41.484	43.558	45.736	48.023	49.464
		MONTHLY	6522	6848	7191	7550	**7928**	8324	8574
		ANNUAL	78265	82178	86287	90601	95132	99888	102885
Police Corporal	P64	HOURLY	42.488	44.612	46.843	49.185	51.644	54.226	55.853
		MONTHLY	7365	7733	8119	8525	**8952**	9399	9681
		ANNUAL	88374	92793	97433	102304	107419	112790	116174
Police Sergeant	P70	HOURLY	50.664	53.197	55.857	58.650	61.583	64.662	66.602
		MONTHLY	8782	9221	9682	10166	**10674**	11208	11544
		ANNUAL	105381	110651	116183	121992	128092	134496	138531
Police Commander	P81	HOURLY	69.534	73.011	76.661	80.495	84.519	88.745	
		MONTHLY	12053	12655	13288	13952	**14650**	15383	
		ANNUAL	144631	151863	159456	167429	175800	184590	
Deputy Chief	P85	HOURLY	78.780	82.719	86.855	91.198	95.758	100.546	
		MONTHLY	13655	14338	15055	15808	**16598**	17428	
		ANNUAL	163863	172056	180659	189691	199176	209135	

*Due to rounding, salary schedules are close approximations of actual salary

Department Director Salary Table (DD)

Range	Minimum Monthly Salary	Maximum Monthly Salary
04 - Director, Development Services	15,614	18,980
04 - Director, Management Services	15,614	18,980
04 - Director, Facilities and Community Services	15,614	18,980
05 - Director, Municipal Utilities and Engineering	16,405	19,941
05 - Assistant City Manager	16,405	19,941
06 - Fire Chief	17,300	23,000
07 - Police Chief	19,800	27,500

Salary Schedule (C)

Range	Minimum Monthly Salary	Maximum Monthly Salary
C1 - Library Director	11,091	15,815
C2 - City Attorney	19,449	24,131
C3 - City Manager	23,750	29,166

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M65		HOURLY	39.145	41.103	43.158	45.316	47.581	49.009	49.989
		MONTHLY	6785	7124	7481	7855	**8247.43**	8495	8665
		ANNUAL	81422	85493	89768	94256	98969	101938	103977
M66		HOURLY	40.124	42.130	44.237	46.448	48.771	50.234	51.239
		MONTHLY	6955	7303	7668	8051	**8454**	8707	8881
		ANNUAL	83458	87631	92012	96613	101443	104487	106576
M67		HOURLY	41.127	43.183	45.343	47.610	49.990	51.490	52.520
		MONTHLY	7129	7485	7859	8252	**8665**	8925	9103
		ANNUAL	85544	89821	94312	99028	103979	107099	109241
M68		HOURLY	42.155	44.263	46.476	48.800	51.240	52.777	53.833
		MONTHLY	7307	7672	8056	8459	**8882**	9148	9331
		ANNUAL	87683	92067	96670	101504	106579	109776	111972
M69		HOURLY	43.209	45.370	47.638	50.020	52.521	54.097	55.178
		MONTHLY	7490	7864	8257	8670	**9104**	9377	9564
		ANNUAL	89875	94369	99087	104041	109243	112521	114771
M70		HOURLY	44.289	46.504	48.829	51.270	53.834	55.449	56.558
		MONTHLY	7677	8061	8464	8887	**9331**	9611	9803
		ANNUAL	92122	96728	101564	106642	111975	115334	117640
M71		HOURLY	45.397	47.666	50.050	52.552	55.180	56.835	57.972
		MONTHLY	7869	8262	8675	9109	**9564**	9851	10048
		ANNUAL	94425	99146	104103	109308	114774	118217	120581
M72		HOURLY	46.531	48.858	51.301	53.866	56.559	58.256	59.421
		MONTHLY	8065	8469	8892	9337	**9804**	10098	10300
		ANNUAL	96785	101625	106706	112041	117643	121173	123596
M73		HOURLY	47.695	50.079	52.583	55.213	57.973	59.712	60.907
		MONTHLY	8267	8680	9114	9570	**10049**	10350	10557
		ANNUAL	99205	104165	109374	114842	120584	124202	126686
M74		HOURLY	48.887	51.331	53.898	56.593	59.423	61.205	62.429
		MONTHLY	8474	8897	9342	9809	**10300**	10609	10821
		ANNUAL	101685	106769	112108	117713	123599	127307	129853
M75		HOURLY	50.109	52.615	55.245	58.008	60.908	62.735	63.990
		MONTHLY	8686	9120	9576	10055	**10557**	10874	11092
		ANNUAL	104227	109439	114911	120656	126689	130490	133099
M76		HOURLY	51.362	53.930	56.627	59.458	62.431	64.304	65.590
		MONTHLY	8903	9348	9815	10306	**10821**	11146	11369
		ANNUAL	106833	112175	117783	123672	129856	133752	136427

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M77		HOURLY	52.646	55.278	58.042	60.944	63.992	65.911	67.230
		MONTHLY	9125	9582	10061	10564	**11092**	11425	11653
		ANNUAL	109504	114979	120728	126764	133103	137096	139838
M78		HOURLY	53.962	56.660	59.493	62.468	65.591	67.559	68.910
		MONTHLY	9353	9821	10312	10828	**11369**	11710	11944
		ANNUAL	112241	117853	123746	129933	136430	140523	143333
M79		HOURLY	55.311	58.077	60.981	64.030	67.231	69.248	70.633
		MONTHLY	9587	10067	10570	11098	**11653**	12003	12243
		ANNUAL	115047	120800	126840	133182	139841	144036	146917
M80		HOURLY	56.694	59.529	62.505	65.630	68.912	70.979	72.399
		MONTHLY	9827	10318	10834	11376	**11945**	12303	12549
		ANNUAL	117924	123820	130011	136511	143337	147637	150590
M81		HOURLY	58.111	61.017	64.068	67.271	70.635	72.754	74.209
		MONTHLY	10073	10576	11105	11660	**12243**	12611	12863
		ANNUAL	120872	126915	133261	139924	146920	151328	154354
M82		HOURLY	59.564	62.542	65.669	68.953	72.401	74.573	76.064
		MONTHLY	10324	10841	11383	11952	**12549**	12926	13184
		ANNUAL	123893	130088	136593	143422	150593	155111	158213
M83		HOURLY	61.053	64.106	67.311	70.677	74.211	76.437	77.966
		MONTHLY	10583	11112	11667	12251	**12863**	13249	13514
		ANNUAL	126991	133340	140007	147008	154358	158989	162169
M84		HOURLY	62.580	65.709	68.994	72.444	76.066	78.348	79.915
		MONTHLY	10847	11389	11959	12557	**13185**	13580	13852
		ANNUAL	130166	136674	143508	150683	158217	162964	166223
M85		HOURLY	64.144	67.351	70.719	74.255	77.968	80.307	81.913
		MONTHLY	11118	11674	12258	12871	**13514**	13920	14198
		ANNUAL	133420	140091	147095	154450	162172	167038	170378
M86		HOURLY	65.748	69.035	72.487	76.111	79.917	82.314	83.961
		MONTHLY	11396	11966	12564	13193	**13852**	14268	14553
		ANNUAL	136755	143593	150773	158311	166227	171214	174638
M87		HOURLY	67.391	70.761	74.299	78.014	81.915	84.372	86.060
		MONTHLY	11681	12265	12878	13522	**14199**	14624	14917
		ANNUAL	140174	147183	154542	162269	170382	175494	179004
M88		HOURLY	69.076	72.530	76.156	79.964	83.963	86.481	88.211
		MONTHLY	11973	12572	13200	13860	**14554**	14990	15290
		ANNUAL	143678	150862	158405	166326	174642	179881	183479

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)	6 (Longevity Only)
M89		HOURLY	70.803	74.343	78.060	81.963	86.062	88.643	90.416
		MONTHLY	12273	12886	13530	14207	**14917**	15365	15672
		ANNUAL	147270	154634	162366	170484	179008	184378	188066
M90		HOURLY	72.573	76.202	80.012	84.012	88.213	90.860	92.677
		MONTHLY	12579	13208	13869	14562	**15290**	15749	16064
		ANNUAL	150952	158500	166425	174746	183483	188988	192768
M91		HOURLY	74.387	78.107	82.012	86.113	90.418	93.131	94.994
		MONTHLY	12894	13539	14215	14926	**15673**	16143	16466
		ANNUAL	154726	162462	170585	179115	188070	193712	197587
M92		HOURLY	76.247	80.060	84.063	88.266	92.679	95.459	97.368
		MONTHLY	13216	13877	14571	15299	**16064**	16546	16877
		ANNUAL	158594	166524	174850	183593	192772	198555	202526
M93		HOURLY	78.153	82.061	86.164	90.472	94.996	97.846	99.803
		MONTHLY	13547	14224	14935	15682	**16466**	16960	17299
		ANNUAL	162559	170687	179221	188182	197591	203519	207590
M94		HOURLY	80.107	84.113	88.318	92.734	97.371	100.292	102.298
		MONTHLY	13885	14580	15308	16074	**16878**	17384	17732
		ANNUAL	166623	174954	183702	192887	202531	208607	212779
M95		HOURLY	82.110	86.215	90.526	95.052	99.805	102.799	104.855
		MONTHLY	14232	14944	15691	16476	**17300**	17819	18175
		ANNUAL	170789	179328	188294	197709	207595	213822	218099
M96		HOURLY	84.163	88.371	92.789	97.429	102.300	105.369	107.477
		MONTHLY	14588	15318	16083	16888	**17732**	18264	18629
		ANNUAL	175058	183811	193002	202652	212784	219168	223551
M97		HOURLY	86.267	90.580	95.109	99.864	104.858	108.003	110.163
		MONTHLY	14953	15701	16486	17310	**18175**	18721	19095
		ANNUAL	179435	188406	197827	207718	218104	224647	229140
M98		HOURLY	88.423	92.845	97.487	102.361	107.479	110.703	112.918
		MONTHLY	15327	16093	16898	17743	**18630**	19189	19572
		ANNUAL	183921	193117	202772	212911	223557	230263	234869
M99		HOURLY	90.634	95.166	99.924	104.920	110.166	113.471	115.741
		MONTHLY	15710	16495	17320	18186	**19095**	19668	20062
		ANNUAL	188519	197944	207842	218234	229145	236020	240740
M100		HOURLY	92.900	97.545	102.422	107.543	112.920	116.308	118.634
		MONTHLY	16103	16908	17753	18641	**19573**	20160	20563
		ANNUAL	193232	202893	213038	223690	234874	241920	246759

City of
REDLANDS

EMPLOYEES INCLUDED:
Part-time Classifications
Effective July 2023

CLASSIFICATION TITLE	HOURLY RATE/RANGE	
Administrative Assistant		19.27
Background Investigator I/II	30.00	35.00
Camera Operator		16.95
Cemetery Aide		15.50
Community Service Officer I/II	23.46	25.40
IT/GIS Intern		15.50
Help Desk Technician		29.27
Library Page		15.50
Library Clerk		17.44
Library Specialist		20.66
Maintenance Worker		20.25
Museum Attendant		15.50
Planning Intern		15.50
Program Aide		17.44
Technical Services Clerk		18.70

City Council Meeting **I. 5.**

DATE: 07/25/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the acceptance of the California Interagency Council on Homelessness (Cal ICH) Unit of the Business, Consumer Services and Housing Agency for the Encampment Resolution Funding Program (ERF-2-R) grant award in the amount of $4,529,069, authorize the City Manager or his designee to execute the grant agreement and related program documents, and authorize an additional appropriation of $4,529,069 (Assistant City Manager Boatman)

MOTION(S):

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

1. I move to accept the award of $4,529,069 from the California Interagency Council on Homelessness Unit of the Business, Consumer Services and Housing Agency for the Encampment Resolution Funding Program and authorize the City Manager or his designee to execute the grant agreement and related program documents;

2. I move to authorize the additional appropriation of $4,529,069.

RECOMMENDATION:

Staff recommends that the City Council accept the grant award of $4,529,069 from the California Interagency Council on Homelessness Unit of the Business, Consumer Services and Housing Agency for the Encampment Resolution Funding Program, authorize the City Manager or his designee to execute the grant agreement and related program documents, and authorize the additional appropriation of $4,529,069.

DISCUSSION:

In June, 2023, Governor Newsom announced $199 million to assist individuals in encampments to move off the streets and into safe and stable housing. A total of 23 projects will receive funding under this program to provide services to nearly 7,300 people experiencing homelessness. More than half of the projects funded will address encampments along state freeways and highways.

The City of Redlands was awarded just over $4.5 million from the Encampment Resolution Fund (ERF-2) grant to help address unsheltered homelessness and create pathways to housing in the City of Redlands. Through this program, the City will serve approximately 200 homeless individuals residing within encampments located along the Interstate 10 freeway, Interstate 210 freeway, Highway 38, and in the Santa Ana River basin with services such as street outreach, shelter, housing navigation, rapid rehousing, permanent housing, and hotel vouchers.

The majority of the grant funds will be distributed by the City to local non-profit service providers ("subcontractors") in order to meet the project's proposed outcomes. Upon the City Council's acceptance of the Encampment Resolution Funding Program (ERF-2-R) grant, staff will prepare subcontractor agreements for the Council's consideration at a future meeting.The funding will be allocated to local nonprofits that will assist the City in providing services. In addition, funding will be utilized to hire two full-time City outreach workers, and one full-time administrative assistant to support the Homeless Solutions Division.

The grants funds will be used to fund the following for a period of three years:

Description	Estimated Amounts
Two Full Time Outreach Project Specialists (3 years) - Field based street outreach and collaboration with community partners One Administrative Specialist (3 years) - Administrative support with subcontractors, evaluation and invoicing, data collection	$713,794
Subcontractor Outreach and Engagement Services	$765,000
Street Outreach and Engagement Services	$60,000
Emergency Shelter Beds; Motel Interim Housing	$666,300
Delivery of Permanent Housing (Security Deposits, Rental Subsidies)	$2,018,975
Subsidy to Project Homekey Site (provides permanent supportive housing, case management to 30 persons from prioritized encampment area)	$300,000
Administrative Costs	$5,000
Total Grant Award	**$4,529,069**

ALTERNATIVES:

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

STRATEGIC PLAN:

Supports Priority B - Public Health and Safety - Strategic Objective 4 - Homelessness.

SUBMITTED BY:
Assistant City Manager McConnell

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

REVIEWED BY:
Chris Boatman, Assistant City Manager
James Garland, Assistant Finance Director

PREPARED BY:
Tricia Swope, Manager, Facilities & Community Services

Fiscal Impact

Fiscal Year:	FY 2023-24
Revenue Generating:	Y
Appropriation Required Y/N:	Y
Amount:	$4,529,069
Budgeted Y/N:	N
Account No.:	Various

Discussion:

Funding for the services outlined in the staff report will be provided by the grant.

Attachments

Additional Appropriation Form

A. Letter of Award

B. Grant Agreement and Related Documents

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 7/18/23

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Facilities & Community Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
City Manager Grants	200120	TBD	TBD	$ 4,529,069.00
			$	$ 4,529,069.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
State Grants	200120	4401	TBD	$ 4,529,069.00
			$	$ 4,529,069.00

JUSTIFICATION: Encampment Resolution Funding (ERF-2-R) Grant Award
California Interagency Council on Homelessness; Business Consumer Services and Housing Agency

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

June 14, 2023

The Honorable Eddie Tejeda
Mayor
City of Redlands, California

Via Email

RE: Encampment Resolution Grant Award Notification

Dear Mayor Tejeda:

Today, Governor Gavin Newsom announced $199 million to assist individuals in encampments move off the streets and into safe and stable housing. On behalf of the Governor, congratulations to you and the City of Redlands for securing an Encampment Resolution Fund (ERF) Program award in the amount of $4,529,069.00.

A total of 23 projects will receive funding to provide services to nearly 7,300 people experiencing homelessness. More than half of the projects funded will resolve encampments along state right of way. This is yet one more resource in our joint efforts to help address unsheltered homelessness and create pathways to housing.

You are cordially invited to a virtual celebration with ERF grantees on Thursday, June 15, at 9:30 AM. Please RSVP via zoom here or via email to Veronica Andrade at veronica.andrade-wyatt@bcsh.ca.gov by 8:30 AM on Thursday, June 15. I hope you will join us!

Sincerely,

Lourdes M. Castro Ramírez, MA
Secretary

cc: Meghan Marshall, Executive Director, Cal ICH

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-ERF-2-R-10011	010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

City of Redlands

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

3/31/2027

3. The maximum amount of this Agreement is:

$4,529,069.00 (Four Million Five Hundred Twenty Nine Thousand Sixty Nine Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Authority, Purpose and Scope of Work	6
	Exhibit B	Budget Detail and Disbursement Provisions	4
	Exhibit C	State of California General Terms and Conditions	1
+ -	Exhibit D	General Terms and Conditions	10
+ -	Exhibit E	Special Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Redlands

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
35 Cajon Street, Suite 222	Redlands	CA	92373

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23-ERF-2-R-10011	010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Business, Consumer Services and Housing Agency			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
500 Capitol Mall, Suite 1850	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Lourdes Castro Ramírez	Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Encampment Resolution Funding Program
Round 2, Rolling Disbursement (ERF-2-R)
Standard Agreement

EXHIBIT A
AUTHORITY, PURPOSE, AND SCOPE OF WORK

1) **Authority**

The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022).

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). ERF provides one-time, competitive grant funds to Continuums of Care and / or Local Jurisdictions as defined below. To date, there have been two rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Rolling Disbursement in Round 2 of the ERF Program ("ERF-2-R"). For this Standard Agreement, ERF-2-R is synonymous with "ERF" or "Program"." and refers to programs and grantees under Health and Safety Code 50252.1(c)(1).

This Standard Agreement along with all its exhibits ("Agreement") is entered into by Cal ICH and a Continuum of Care or a Local Jurisdiction ("Grantee") under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability ("NOFA") under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2) **Purpose**

As stated in the NOFA, the Program's objective is to fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code Section 8255. Proposals may bolster existing, successful models and/or support new approaches that provide safe stable, and ultimately permanent housing for people experiencing homelessness in

encampments. Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

3) **Definitions**

The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code Section 50250, Subdivisions (a) – (l);

(a) “Additional funding round moneys” means moneys appropriated for the program in or after fiscal year 2022–23.

(b) “Agency” means the Business, Consumer Services, and Housing Agency.

(c) “Applicant” means a continuum of care or local jurisdiction

(d) “Continuum of Care” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) “Council” means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(f) “County” includes, but is not limited to, a city and county.

(g) “Funding round 1 moneys” means moneys appropriated for the program in fiscal year 2021–22.

(h) “Homeless” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(i) “Local Jurisdiction” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

(j) “Program” means the Encampment Resolution Funding program established pursuant to this chapter.

(k) “Recipient” means an applicant that receives grant funds from the council for the purposes of the program.

(l) “State right-of-way” means real property held in title by the State of California

Additional definitions for the purposes of ERF program:

“Grantee” is “a Continuum of Care or a Local Jurisdiction that receives grant funds from the Council for the purposes of the program. Grantee is synonymous with “Recipient.”

Initial Here_____

"Subrecipients" or "Subgrantees" are entities that receive subawards from "Recipients" or "Grantees" to carry out part of the Program.

"Expended" means all ERF funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding. Grantees must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Cal ICH" is synonymous with "Council".

4) **Scope of Work**

This Scope of Work identifies the terms and conditions necessary to accomplish the Program's intended objectives.

As detailed in Exhibit A.2, the Program's objective is to fund grantees to implement actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments.
Grantees will implement their ERF funded local proposals in compliance with the terms and conditions of this Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance and directives, and the requirements per the authorizing statute.

Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. Permissible eligible uses and activities are detailed below in Exhibit B, Budget Details and Disbursement Provisions. Prior to fully executing this agreement, Grantees must standardize their budget using a Cal ICH provided budget template.

Grantees are expected to be close partners with Cal ICH. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Quarterly reporting requirements are detailed below in Exhibit D.4. Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in Exhibit A.6. Effective Date, Term of Agreement, and Deadlines.

Grantees shall complete a Final Work Product (As detailed below in Exhibit A.6.d.) and participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will make Technical Assistance available.

Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

5) **Cal ICH Contract Coordinator**

Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Development Section Chief or the Grant Development Section Chief's designee. Unless otherwise instructed, any communication shall be conducted through email to the Cal ICH Contractor Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, Agency shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to Cal ICH and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents. The Representatives during the term of this Agreement will be:

	PROGRAM	**GRANTEE**
ENTITY:	Business, Consumer Services and Housing Agency	City of Redlands
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	801 Capital Mall, 6th floor Sacramento, CA, 95814	35 Cajon Street, Suite 222 Redlands, CA 92373
CONTRACT COORDINATOR	Jeannie McKendry	David Rabindranath
PHONE NUMBER:	(916) 510-9446	(909) 798 -7655 Ext. 1756
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov and calichgrants@bcsh.ca.gov	drabindranath@cityofredlands.org

The Council reserves the right to change their Cal ICH Contractor Coordinator, designee, and / or contact information at any time with reasonable notice to the Grantee.

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All requests to update the Grantee information listed within this Agreement shall be emailed to Cal ICH grant's general email box at calichgrants@bcsh.ca.gov.

Notice to either party may be given by email. Such notice shall be effective when received as indicated on email. Changes to Cal ICH Contractor Coordinator, designee, and / or contact information or grantee information can be made without a formal amendment, approved by DGS.

6) **Effective Date, Term of Agreement, and Deadlines**

a) This Agreement is effective upon execution by Cal ICH, which includes signature from the Grantee and Cal ICH. This is indicated by the Cal ICH provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.

b) Performance shall start no later than 30 days, or on the express date set by Cal ICH and the Grantees, after all approvals have been obtained and the Grant Agreement is fully executed. Should the Grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.

c) Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.

d) This Agreement will terminate on March 31, 2027.

Grantees shall submit a Final Work Product by September 30, 2026. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by Cal ICH.

Cal ICH will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by March 31, 2027.

Grantees are expected to continue performing until March 31, 2027. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

e) Expenditure and Obligation Deadlines:

i. Grantees shall expend no less than 50 percent and obligate 100 percent of Program funds by June 30, 2024.

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ii. Grantees that have not obligated 100 percent of their Program funds by June 30, 2024, shall submit an alternative disbursement plan to Cal ICH for approval no later than July 30, 2024. This alternative disbursement plan should detail the explanation for the delay and plans for all future obligations and expenditures.

iii. Grantees not meeting the requirements outlined in (i) may be subject to additional corrective action, as determined by Cal ICH.

iv. All Program funds (100 percent) shall be expended by June 30, 2026. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(e)(5).

7) **Special Conditions**

Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

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Encampment Resolution Funding Program
Standard Agreement

EXHIBIT B
BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) **General Conditions Prior to Disbursement**

All Grantees must submit the following completed forms prior to ERF being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through E
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

2) **Disbursement of Funds**

ERF will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS), and the State Controller's Office (SCO).

The RFF must include the total amount of Program funds proposed to be expended. The ERF will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

3) **Budget Details and Expenditure of Funds**

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget. Cal ICH reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted standardized budgets.

a) **Budget Changes**

i) Process:

Budget modification requests should be made as part of the quarterly report process. These requests will be reviewed in the first week after quarterly reports are received. Cal ICH may consider budget change requests outside of this process, through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

Cal ICH reserves the right to amend or adjust this process as necessary.

ii) Conditions requiring a budget modification request:

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by Cal ICH so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must be approved by Cal ICH's Grant Development Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grant Development Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from Cal ICH as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in Exhibit D.6. Breach and Remedies.

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change as considered by a reasonable project manager should be submitted to Cal ICH for approval.

b) Eligible Uses

Eligible uses and activities must be consistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A.2. Purpose.

Eligible uses and activities include, but are not limited to, the following:

Rapid Rehousing: Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.

Operating Subsidies: Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

Street Outreach: Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services. Services Coordination Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and

promote housing stability for eligible persons, as well as direct case management services being provided to persons.

Systems Support: Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.

Delivery of Permanent Housing: Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.

Prevention and Shelter Diversion: Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.

Interim Sheltering: Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

Improvements to Existing Emergency Shelters: Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.

Administration: up to 5% of awarded Program funds may be applied to administrative costs.

Program funds shall not be expended on Site Restoration or other Ineligible Costs as detailed immediately below.

4) **Ineligible Costs**

ERF shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A.2. Purpose.

Costs shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of ERF expenditures.

Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use ERF funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH at an amount and timeframe determined by Cal ICH.

An expenditure which is not authorized by this Agreement, or by written approval of Cal ICH, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to Cal ICH by the Grantee at an amount and timeframe determined by Cal ICH.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.

Unless expressly approved by Cal ICH in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

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Encampment Resolution Funding Program
Standard Agreement

EXHIBIT C
STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

Initial Here_____

Encampment Resolution Funding Program
Standard Agreement

EXHIBIT D
GENERAL TERMS AND CONDITIONS

1) **Termination and Sufficiency of Funds**

a) **Termination of Agreement**

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit D; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's specified date of termination.

b) **Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit D.12. (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) **Grantee's Application for Funds**

Grantee submitted a standardized budget to Cal ICH as part of their application for the Program.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any

Initial Here_____

part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) **Reporting, Evaluation, and Audits**

a) **Reporting Requirements**

i. Timing and Format of Reports.

Grantee is required to provide Cal ICH or its agents with all data and outcomes that may inform an assessment of the funded proposal. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination.

The quarterly reports shall be submitted on a template to be provided by Cal ICH at least 90 days prior to the first reporting deadline. Cal ICH may request interim reports as needed and will provide no less than 30 days' notice to Grantees.

ii. Required Data

Grantees will be required to provide:

- Outreach and service path data at the anonymized, individual level;
- Current housing status of persons served in the aggregate;
- Status of funding as presented in the Cal ICH approved, standardized budget; and
- Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Cal ICH's discretion in identifying which information shall be included in these reports is final.

Pursuant to HSC Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

Pursuant to HSC Section 50254(b)(3), Grantees shall report individual, client-level data for persons served by grant funding to the council, in addition to any data reported through local Homeless Management Information System, as required by the council for the purposes of research

and evaluation of grant performance, service pathways, and outcomes for people served.

Grantees shall comply with the data entry requirements of AB977, located at Welfare and Institutions Code section 8256(d).

iii. Cal ICH usage of Reports

Pursuant to HSC Section 50254(b)(4), Council staff may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

iv. Failure to Report

If the Grantee fails to provide any such report, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

b) **Evaluation**

i. At Cal ICH's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will contract a third party to complete the evaluation.

ii. Grantees are expected to be close partners with Cal ICH for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with Cal ICH or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by Cal ICH or its designee.

iii. For the purpose of evaluation, Cal ICH or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits.

iv. Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.

v. Grantees shall notify Cal ICH and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.

vi. All terms and conditions that apply to reporting similarly apply to evaluation.

c) **Auditing**

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

i) The audit shall be performed by an independent certified public accountant.

ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.

iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.

iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) **Inspection and Retention of Records**

a) **Record Inspection**

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, Cal ICH guidance or directives, and this Agreement.

b) **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

c) Public Records Act

The grantees' final HHAP-4 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

6) **Breach and Remedies**

a) **Breach of Agreement**

Breach of this Agreement includes, but is not limited to, the following events:

i. Grantee's failure to comply with the terms or conditions of this Agreement.

ii. Use of, or permitting the use of, Program funds provided under this Agreement for any ineligible activities.

iii. Any failure to comply with the deadlines set forth in this Agreement.

b) **Remedies for Breach of Agreement**

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

i. Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.

ii. Bar the Grantee from applying for future ERF funds;

iii. Revoke any other existing ERF award(s) to the Grantee;

iv. Require the return of any unexpended ERF funds disbursed under this Agreement;

v. Require repayment of ERF funds disbursed and expended under this Agreement;

vi. Require the immediate return to Cal ICH of all funds derived from the use of ERF

vii. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with ERF requirements.

c) All remedies available to Cal ICH are cumulative and not exclusive.

d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7) **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will

result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).

d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Initial Here_____

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code Section 8355, subdivision (a)(1).

a) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

   i. The dangers of drug abuse in the workplace;

   ii. Grantee's policy of maintaining a drug-free workplace;

   iii. Any available counseling, rehabilitation, and employee assistance program; and

   iv. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

b) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

   i. Will receive a copy of Grantee's drug-free policy statement, and

   ii. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) **Child Support Compliance Act**

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Initial Here_____

12) **Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of ERF. Failure to comply with these conditions may result in termination of this Agreement.

a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

iv. Agree to include and enforce all the terms of this Agreement in each subcontract.

13) **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the ERF program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

14) **Inspections**

a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) **Litigation**

a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

Initial Here_____

Encampment Resolution Funding Program
Standard Agreement

EXHIBIT E
SPECIAL TERMS AND CONDITIONS

1) All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities and reported on as required by Cal ICH.

2) Grantee shall utilize its local Homeless Management Information System (HMIS) to track ERF projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate - ERF specific funding sources and project codes in HMIS).

3) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

4) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH. Grantee will report to Cal ICH on programmatic changes the Grantee will make as a result of the technical assistance and in support of their grant goals.

5) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

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6) Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

Initial Here_____

State of California
Financial Information System for California (FI$Cal)

GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name

Remit-To Address (Street or PO Box)

City | State | Zip Code+4

Government Type:
- ☐ City
- ☐ County
- ☐ Special District
- ☐ Federal
- ☐ Other (Specify)

Federal Employer Identification Number (FEIN)

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	Complete Address

Contact Person | Title

Phone number | E-mail address

Signature | Date

California Interagency Council on Homelessness

CAL ICH

Authorized Signatories Form
Cal ICH Grant Programs

Instructions: This form is intended to list all of the individuals who are authorized to sign Cal ICH grant documents on behalf of the administrative entity. The authorized representative who signs this form must be an individual who is authorized to legally bind the administrative entity to Cal ICH grant agreements. The authorized representative is authorized to sign all Cal ICH grant documents on behalf of the administrative entity and may authorize additional signatories to sign Cal ICH grant documents using the 'Authorized Signatories' section below.

Grantee information: Enter the names of the eligble jurisdiction (ie. Sacramento CoC) and administrative entity (ie. Sacramento Steps Forward) and select all of the Cal ICH grant programs to which this form applies.

Authorized Signatories: Enter the names and title/position of the individuals authorized by the authorized representative to sign Cal ICH grant documents. Each of the authorized signatories listed below must sign this form. Signatures may be wet or electronic.

Certification: By signing this form, the authorized representative certifies that they are authorized to legally bind the administrative entity to Cal ICH grant agreements, they are authorized to sign all Cal ICH grant documents, and the authorized signatories listed on this form are additionally authorized to sign Cal ICH grant documents. Signatures may be wet or electronic.

Changes to this form: This form must be updated by the administrative entity whenever the authorized representative or signatories change.

GRANTEE INFORMATION

Eligible Jurisdiction:

Administrative Entity:

This form applies to the following grants: ☐ HHAP-1 ☐ HHAP-2 ☐ HHAP-3 ☐ HHAP-4 ☐ ERF ☐ FHC ☐ Other: _____

AUTHORIZED SIGNATORIES

Name	Title/Position	Signature

CERTIFICATION

I certify that I am legally authorized to sign grant documents and that I am additionally authorizing the above signatories to sign Cal ICH grant documents.

Name of Authorized Representative

Title

Signature of Authorized Representative

Date

Rev 01/2022